

**STATE OF CONNECTICUT
Department of Social Services
Request for Proposals**

**04112007_RMS_RFP
Federal Claiming and Revenue Enhancement
RFP
ADDENDUM # 1**

The State of Connecticut Department of Social Services is issuing the following addendum to the Federal Claiming and Revenue Enhancement RFP.

The following are the questions submitted by potential applicants and the Department's official responses:

1. Does the 70-page limit include the business/cost section as well or does it only apply to the Transmittal Letter, Table of Contents, Executive Summary and Technical Section?

RESPONSE:

The page limitation requirements specified in Section III, Part B.2.f , on page 13 of the RFP, do apply to the Business (Cost) Section.

2. We would like to include sample work products in an appendix to our proposal. Would a sample work product appendix count towards the 70-page limit?

RESPONSE:

Appendices to the RFP are NOT allowed, with the exception of mandatory appendices specified in Section IV, Part A(4-13).

3. We are unclear if a single, overall project workplan, three separate (TANF, revenue enhancement, random moment sampling and cost allocation plan) workplans or task-level workplans are desired. Please specify if you have a preference.

RESPONSE:

Three separate workplans for each component of the contract (TANF, Revenue Enhancement, and Random Moment Sampling/Cost Allocation) would be preferred.

4. We would like clarification about the number and types of references required. We are unclear on the difference between the at least four references asked for in Section IV.E.2.a and the at least one reference asked for in Section IV.E.2.b

RESPONSE:

Bidder reference requirements specified in Section IV, Part E.2.a, on page 24 of the RFP, relate to references from the State of Connecticut and non-governmental references. The bidder reference requirement specified in Section IV, Part E.2.b pertains to a reference from a governmental source other than the State of Connecticut.

5. We understand that there are five steps in the evaluation process and that the business proposal is worth 20% of the available points. Can you please describe how the remaining 80% of available points is allocated amongst the workplan, project management, organization and key personnel?

RESPONSE:

The evaluation of the Work Plan and Project Management (Step 2) will be worth 50% of the available points for the entire proposal submission. The evaluation of Organization and Key Personnel (Step 3) will be worth 30% of the available points for the entire proposal submission.

Please note that a narrative explanation of the evaluation of Organization and Key Personnel (Step 3), was inadvertently omitted from the RFP, and is presented here. The Department will evaluate the experience of key members of the team, corporate and individual resources, corporate 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 ability to work effectively with DSS to develop and implement a successful system. The Department will also assess the capability of the organization to take on the additional workload that would be generated by this contract and the bidder's financial ability to undertake the contract. References will be checked.

6. The RFP discusses "fixed fee", can we also interpret this to mean that "time and material" pricing would be acceptable?

RESPONSE:

Fixed fee is the preferred method of pricing. For the "ad hoc assistance" portions of the RFP, a "time and materials" approach would be warranted. Please provide your fee for such time and materials based tasks. If you feel that such an approach is warranted in other areas, you will need to specify that accordingly and indicate your time and materials quote.

7. RFP IV.A.1 page 15 – referencing the RFP section requirement for the Transmittal Letter – should it read III.A.8 – not III.A.9?

RESPONSE:

Yes.

8. What functions are included in the current/existing contract? Is the current vendor providing all of the services included in this RFP?

RESPONSE:

The services outlined in the RFP are similar to those that are provided under the current contract.

9. What is the current contract value (\$) for these services?

RESPONSE:

The current contract for these services is \$11,193,276 for the full term of the contract which was entered into on October 1, 1999 and which runs through July 31, 2007.

10. Please provide the sub-recipient audit finding discussed in the RFP.

RESPONSE:

The audit findings on subrecipient monitoring can be accessed through the Auditors of Public Accounts website at www.state.ct.us/apa/pdf2006/SWSA2005.pdf. This link will provide access to the State of Connecticut Single Audit Report for SFY 2005. The audit findings in question are findings III.A.12 and III.A.13 on pages F-48 through F-53.

11. Please confirm that the all inclusive fixed price is not to include costs for revenue enhancement activities. Do you wish to see rates upon which these future revenue enhancement activity work plans will be based?

RESPONSE:

Revenue enhancement activities associated with this contract should be fee-based. Contingency fee arrangements are not being solicited under this contract.

12. Please clarify: On page 25, section 3.a all-inclusive fixed price cost states that 2 annual line item budgets must be included. Does this anticipate a line item budget for the TANF services and a line item budget for the GAP services?

RESPONSE:

The initial contract term for this RFP is two years. Therefore, the RFP requires two annual, all-inclusive, line item budgets. One will cover the period of August 1, 2007 through July 31, 2008, and one for the period of August 1, 2008 through July 31, 2009.

13. Please confirm that audited financial statements do not count in the page limit. Because audited financials are a separately produced document can these be placed either in the Appendix or at the end of the cost section outside the page limit and page numbered sections?

RESPONSE:

Audited financial statements do not count toward the 70 page limitation specified in Section III, Part B.2.f of the RFP. Audited financial statements may be included in the proposal after the Business (Cost) Section.

14. The TANF review cited on Page 16 will include "v. an analysis of the potential to shift any or all of each item to an alternative federal funding source." Is CT seeking a review of entitlement alternatives, such as Title IV-E and XIX, or has CT identified excess TANF eligible spending that CT wishes to find alternative funding for?

RESPONSE:

Connecticut has identified TANF eligible funds in excess of the grant award and maintenance of effort requirements. We are seeking to review the possibility of funding these services under other eligible funding streams through this RFP.

15. What is CT's work participation rate projected to be in FFY2007 post DRA?

RESPONSE:

We have not made a formal projection of the current year's work participation rate. We estimate our current "all families" rate to be approximately 30% and increasing each month. Our caseload reduction credit applicable to the current year, subject to federal approval, is 15.6%.

16. Does CT claim the costs of placement for children in DCF care as programs authorized under prior law (AFDC EA)?

RESPONSE:

Yes, Connecticut claims placement of children through the Department of Children and Families Residential Care program. Those children who are determined to meet TANF eligibility criteria are claimed under the grandfathered EA clause.

17. On page 16, B.1.d. Do the “responsibilities” referred to here relate to the recommendations made in B.1.c?

RESPONSE:

B.1.c. requires “a review of the applicable federal rules and regulations and State compliance with those requirements for each service.” This envisions a complete review of all applicable federal rules, regulations and guidance. In B.1.d. we have specifically highlighted two areas where we have known problems that we are addressing with the federal government. In both the subrecipient monitoring and income and citizenship verification area, we currently have efforts in place to address Single Audit Report issues that have been previously noted. It is expected that this RFP will allow for a review of activities undertaken to date and a reassurance that we have taken adequate steps to address these areas of concern.

18. On page 17, B.2.a. Can the state describe the various databases used in the claiming of the DCF expenses? How many are there? Will the vendor have access to them remotely?

RESPONSE:

Under the terms of the current contract, DSS utilizes the services of the Maximus Software Development Center (SDC) located in Little Falls, NY. The SDC is staffed with computer programmers who:

- 1. design and implement processes for data matches between multiple data bases operated by the Agencies;**
- 2. design and implement processes for identifying TANF eligible clients and expenditures;**
- 3. design reports that are used in TANF claiming for submission to ACF, including TANF "Assistance" reports.**

The primary systems involved in these data match activities would be the Department of Children and Families LINK system and the Department of Social Services Eligibility Management System (EMS). From these systems, the primary reports would involve determining who received assistance in the first four months of placement who are not covered under federal IV-E funding as well as a determining those who received services in months 5 through 12 following their placement that also were not IV-E reimbursable.

19. Page 17, #3. Does the state already have Intergovernmental Service Agreements with the other agencies in question?

RESPONSE:

Yes, the Department of Social Services has developed Memorandum of Agreement documents with most of its sister agencies involved in the TANF claim. These include:

State Dept. of Education
Dept of Children and Families
Judicial Department
Higher Education
Community and Technical colleges
Public Health
Dept of Mental Health and Addiction Services
Dept of Mental Retardation
Dept t of Labor
Dept of Transportation
Dept of Corrections

We do not have a MOA with OPM or Workforce Competitiveness.

20. Page 18, 4.a.vi. Does the state expect the vendor to make the system changes or to provide assistance in determining what system changes are necessary?

RESPONSE:

It is expected that the vendor would assist the State in identifying necessary system changes. If the State seeks to pursue additional assistance with implementing the system changes, that effort could be pursued under Ad Hoc Assistance if warranted.

21. Page 19, #6. What, if any, changes has the state made to its TANF program in response to the DRA?

RESPONSE:

The state has increased funding for the Jobs First Employment Services program to provide additional vocational education and subsidized employment opportunities for program participants, as well as additional resources for job search activities and child care subsidies. Other changes are under consideration, such as additional resources to follow-up on wage and new hires computer matches and moving parts of the Temporary Family Assistance program into a state-funded non-TANF category.

22. Page 25, F. Does the Business (Cost) Section have to be bound and sealed separately, or can it be included with the technical approach?

RESPONSE:

The Business (Cost) Section does not have to be bound and sealed separately. It should be placed as a separately tabbed section within the proposal keyed to the Table of Contents. Please refer to Section III, Part B.2, on page 13 of the RFP for proposal formatting information.

23. Is the PACAP a “full” cost allocation plan (i.e., does it identify all expenditures incurred by DSS?)

RESPONSE:

All agency expenditures are imported into our Cost Allocation Plan system. Only those expenses, however, that are administrative in nature are actually processed through the CAP as many expenditures are filtered if they are not applicable. In addition, the CAP allocates certain expenditures from other agencies

24. How long has the CAP been submitted on an annual basis, rather than a quarterly schedule?

RESPONSE:

The PACAP has been submitted to the Division of Cost Allocation for approval on an annual basis for the past three years. The CAP system is run every quarter to determine the appropriate administrative expenses to charge our federal programs.

25. Please outline what will be contained in the annual PACAP proposal (for submission to the Division of Cost Allocation).

RESPONSE:

The PACAP Addendum to the original RFP document represents the bulk of the submission to the Division of Cost Allocation (DCA) related to the annual PACAP approval process. Also included in the package sent to DCA for approval, but not attached to the original RFP, is a summary of our Random Moment Sample process.

26. Will DSS staff or vendor staff be expected to update the PACAP software based on the annual CAP proposal?

RESPONSE:

The Department may seek assistance with the annual updates of the PACAP software based upon the annual PACAP proposal depending upon the magnitude of the changes and the availability of staff time to complete this work. While the Department has the ability to perform this function internally, workload considerations may lead us to seek assistance under the Ad Hoc Assistance component of this contract.

27. If the vendor responding to this proposal has an alternative software solution for the PACAP, should that price be included in this proposal?

RESPONSE:

If the vendor has an alternative software for the PACAP, the vendor should present a price both with and without that solution to allow for an appropriate evaluation of costs across all proposals.

28. What populations (of staff) are included in the RMS currently?

RESPONSE:

Currently 733 regional employees are sampled with the following Job Classifications:

Job Class Title

ELIGIBILITY SERVICES SPECIALIST
ELIGIBILITY SERVICES SUPERVISOR
ELIGIBILITY SERVICES WORKER
SOCIAL SERVICES INVESTIGATIONS SUPER.
SOCIAL SERVICES INVESTIGATOR
SOCIAL SERVICES LEAD INVESTIGATOR
SOCIAL WORK SUPERVISOR
SOCIAL WORKER - (S&HS)
REGIONAL LONG TERM CARE OMBUDSMAN
REGIONAL LONG TERM CARE OMBUDSMAN

29. Page 23, E. Please outline the staff compliment that you expect for this RFP – number of onsite TANF, CAP, RMTS staff?

RESPONSE:

It is anticipated that there would be a minimum of two on-site staff available to work on this project and its various components. TANF related provisions of this contract may make up the bulk of the on site work needed. Revenue enhancement staff may vary depending on the scope of initiatives presented. CAP and RMS related functions may not require a full time on site presence. The ability to maintain an on-site coordinator/project manager to support and coordinate the various aspects of all of these efforts would be required.

ADDITIONAL INFORMATION

Since the publication of this RFP the State of Connecticut, Office of Policy and Management has released revised mandatory terms and conditions contract language as follows that will add to or modify information contained in Appendix I of the RFP. These modifications also update the State Contractors Principals Selection Form, which is included as Appendix XI to the RFP.

1. The 'Hold Harmless' provisions of Appendix I of the RFP are replaced with the following:

Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
 - (1) claims arising directly or indirectly, in connection with the contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and
 - (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this contract. The Contractor shall use counsel reasonably acceptable to the State in

carrying out its obligations under this clause. The contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the contract.

- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (d) The Contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient general liability insurance to satisfy its obligations under this contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the termination, cancellation or expiration of the Contract, and shall not be limited by reason of any insurance coverage.

2. The Executive Orders provisions of Appendix I of the RFP are replaced with the following:

Executive Orders Nos. 3, 16, 17, 7C, and 14.

- (a) Executive Order No. 3: Nondiscrimination. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance

in regard to nondiscrimination, until the Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

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

- (1) Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow;
- (2) weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury;
- (3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site;
- (4) Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules;
- (5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.

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

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

- (1) The State Contracting Standards Board (“Board”) may review this Contract and recommend to the state Contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or section 4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency.
- (2) For purposes of this Section, “Contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title.
- (3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

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

3. The following language shall be incorporated into the Mandatory Terms and Conditions of any contract resulting from this RFP:

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

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of SEEC Form 11, the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice (See pages 12 and 13).

4. The following language shall be incorporated into the Mandatory Terms and Conditions of any contract resulting from this RFP:

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

5. The following language shall be incorporated into the Mandatory Terms and Conditions of any contract resulting from this RFP:

Cost Standards. Effective January 1, 2007, the Contractor and funding state agency shall comply with the Cost Standards issued by the State of Connecticut, Office of Policy and Management ("OPM"), as may be amended from time to time. The Cost Standards are published by OPM on the Web at http://www.opm.state.ct.us/finance/pos_standards/coststandards.htm. Such Cost Standards shall apply to:

- (a) all new Contracts effective on or after January 1, 2007;
- (b) all Contract amendments modifying funding, effective on or after January 1, 2007;

(c) all Contracts in effect on or after July 1, 2007.

6. The information contained in Appendix XI to the RFP, 'Prohibition on Campaign Contributions by Prospective State Contractors', is replaced by the following:

SEEC FORM 11

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

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 the purpose of 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—\$2000 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 \$2000 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 5 years, or \$5000 in fines, or both.

Contract Consequences

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

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

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

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

Date Issued: May 3, 2007

This Addendum must be signed and returned with your submission.

Authorized Signer

Company Name

Approved _____

Charles F. Anderson
State of Connecticut

Department of Social Services
(Original Signature on Document in Procurement File)

Federal Claiming and Revenue Enhancement

State of Connecticut Department of Social Services

REQUEST FOR PROPOSALS

The Department of Social Services is requesting proposals from organizations qualified to administer the following:

- ❑ Temporary Assistance to Needy Families (TANF) Assessment, Claiming and Operations;
- ❑ Revenue Enhancement Activities; and
- ❑ Cost Allocation and Random Moment Sampling (RMS)

Proposals in response to this RFP must address all three tasks. The contract period is anticipated to begin on August 1, 2007, and end on July 31, 2009, with two possible one-year extensions to be exercised at the option of the Department.

Sealed Proposals must be received no later **than 3:00 pm on Tuesday, May 22, 2007**. Any responses received after that date and time might be accepted by the Department as a clerical function but not evaluated. Those submissions that are not evaluated shall be retained for thirty days after the resultant contract is executed, after which time the responses will be destroyed.

To download the Request for Proposals, 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:

Charles Anderson
State of Connecticut
Department of Social Services
25 Sigourney Street
Hartford, CT 06106
(860) 424-5820(phone)
(860) 424-4953 (fax)
charles.anderson@ct.gov (e-mail)

The Department of Social Services 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) 424-5820.

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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 2. Develop Fixed Fee-based Proposals for Development of Claims for Selected Areas
- D. Cost Allocation Plan and Random Moment Sampling Maintenance and Technical Assistance
 1. Annual Review of the Public Assistance Cost Allocation Plan (PACAP)
 2. Revisions to the PACAP and Subsequent Negotiations with the Division of Cost Allocation (DCA)
 3. Review of Cost Allocation Software, Training and Management Reporting
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Section I – Overview: Department of Social Services

A. Department Overview

The Department of Social Services 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 90 legislatively authorized programs and approximately one-third of the State budget. By statute, it is the State Agency responsible for administering human service programs authorized by federal legislation including the Rehabilitation Act, the Food Stamp Act, the Older Americans Act and the Social Security Act. The Department is also designated as a public housing agency for the purpose of administering the three Section 8 Programs under the Federal Housing Act.

The Commissioner of Social Services and two Deputy Commissioners administer the Department. One Deputy directs Programs and one Deputy directs Administration. Regional Administrators manage the three service regions. Directors or other managers reporting to one of the three Commissioners manage nineteen organizational units within the central office. The Connecticut General Statutes require a statewide advisory council to the Commissioner, and a regional advisory council in each region.

The Department provides client services through 12 offices located in the Department's three regions. Central office support is located in Hartford. In addition, many community-based agencies, including the 156 senior centers throughout Connecticut provide client services funded by the Department. The Department also has out-stationed employees at hospitals and some nursing facilities to expedite Medicaid applications. It funds Healthy Start sites that accept applications for Medicaid for pregnant women and young children. Many of the client services provided by the Department are available via mail or telephone.

The Commission on Deaf and Hearing Impaired, the Board of Education Services for the Blind and the Child Day Care Council are attached to the Department for administrative purposes only.

B. Overview of the Federal Claiming and Revenue Enhancement Program

Through this Request for Proposals (RFP), the Department of Social Services (the Department) is seeking an organization to provide the Department with assistance for the following areas of its operations:

1. Temporary Assistance to Needy Families (TANF) Assessment, Claiming and Operations;
2. Revenue Enhancement Activities; and
3. Cost Allocation and Random Moment Sampling (RMS)

1. TANF Program

In 1996, Congress passed the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) which created the Temporary Assistance to Needy Families (TANF) program. Under TANF, the State of Connecticut receives \$266.8 million per year. In order to receive the block grant award, the State must spend at a minimum 80% (\$195.6 million) of its FFY 94 spending under Aid to

Families with Dependent Children (AFDC), AFDC-related Child Care, Emergency Assistance (EA), and the Jobs program. If the State meets the work participation rates for active TANF recipients, the requirement is lowered to 75% (\$183.4 million). Connecticut has met the Work Participation rate each year of the grant since its inception.

States can transfer up to 30% of their TANF federal grant to the Child Care Development Fund (CCDF), Social Services Block Grant (SSBG), or Job Access Transportation Grant. The Job Access Grant transfer is limited to 10%. To date, Connecticut has only chosen to transfer funds to SSBG. In FFY 97 Connecticut transferred \$5.97 million to SSBG, in FFY 98 \$23.8 million was transferred, in FFY 99 \$24.1 million was transferred, and in FFY 00 \$24.4 million was transferred. Since that time the full 10% allowed, or \$26.7 million, has been transferred in each federal fiscal year.

While TANF funds have not been transferred to CCDF, child care program expenditures have been claimed under both CCDF Maintenance of Effort (MOE) and toward TANF MOE. Federal regulations allow States to claim childcare expenditures up to the amount needed to meet CCDF MOE requirements (\$18.7 million) as both CCDF MOE and TANF MOE. Therefore these expenditures can be used to meet the requirements of both TANF and CCDF. In addition, TANF regulations allow States to claim toward TANF MOE any child care expenditures for programs administered under the CCDF program that are in excess of the CCDF grant, State Match and MOE requirements.

The State has been able to fully claim its federal TANF grant since the inception of the program. The State of Connecticut gross funds its services through legislative appropriations. The TANF and CCDF claims are developed based upon documentation of eligible expenditures throughout all applicable State agencies. The Department of Social Services is responsible for compiling its TANF and CCDF federal expenditure reports for these services based upon the expenditure reports received from the applicable State agencies for eligible gross funded expenses. In all, the Department claims expenses for 68 different programs in 12 different State agencies. Further detail on the most recent claims for FFY 2006 is included in Appendix XII.

2. Revenue Enhancement

The Department of Social Services receives federal reimbursement, also known as federal financial participation, for many of the programs it operates. Most significant among the programs for which the Department receives federal reimbursement are the Medicaid program, the TANF and CCDF programs, the Child Support program, and the Food Stamp program. It is important to note, however, that the Department receives a total General Fund appropriation for the full State and federal share of the costs of these services. Federal reimbursement is then received for these services and deposited into the State General Fund as revenue.

Under the Medicaid program, the Department receives federal financial participation of 50 percent for the vast majority of services provided. It should be noted, however, that many of these services claimed are provided through other State agencies and are billed by the State's claims processing agency and then processed by the Department of Social Services. In addition, administrative expenses in support of the Medicaid program are also reimbursed primarily at a 50 percent rate of reimbursement, although enhanced reimbursement is also available for certain functions. In total, the State received \$2.078 billion

in Medicaid revenues from the federal government in SFY 2006, consisting of \$1.965 billion in program reimbursement and \$112.7 million in administrative reimbursement.

As noted above, the Department receives \$266.7 million in federal revenue from the TANF Block Grant annually and received \$52.0 million in FFY 2006 from the CCDF Block Grant. Under the Child Support program, the State received \$26.9 million in federal reimbursement for expenses related to Child Support costs in SFY 2006. Finally, the State also received \$16.0 million in reimbursement in SFY 2006 for administration of the federal Food Stamp program.

3. Cost Allocation and Random Moment Sampling

The Department allocates allowable administrative costs to federal programs through its cost allocation process. This process utilizes coding designations on expenditures to identify valid administrative costs, sorting them into appropriate cost pools for allocation purposes. Allocation statistics are used in certain areas where a direct billing of these pooled costs is not applicable. One of the primary allocation methodologies involves a Random Moment Sample system to properly determine tasks performed in support of federal programs, especially in the areas of eligibility and case maintenance services.

The Department currently utilizes MAXCARS (MAXIMUS Cost Allocation and Rate System) software to perform its Public Assistance Cost Allocation Plan (PACAP) responsibilities. In addition, the Department currently utilizes WinRMS2000 web/e-mail, a MAXIMUS developed automated e-mail system for random moment sampling. The WinRMS2000 software provides data outputs that are utilized in the Department's cost allocation plan and the allocation of administrative costs among federal programs.

The Department updates its Public Assistance Cost Allocation Plan annually with an effective date of July 1st to coincide with its State fiscal year. Incorporated into this update are any organizational changes that may have occurred during the year. This also provides an opportunity to recognize any new cost pools that are needed as well as new allocation bases. In addition, any required changes to our Random Moment Sampling methods can be addressed at this time.

A copy of the Department's current PACAP is included in Appendix XIII.

NOTE WELL: Through this procurement the Department intends to award a single vendor the right to negotiate a contract with the Department for federal claiming and revenue enhancement support.

Section II - Overview of the Procurement Process

A. Issuing Office and Contract Administration

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

Charles Anderson
Contract Administration
Department of Social Services
25 Sigourney Street Hartford, CT 06106
Phone: (860) 424-5820 - Fax: (860) 424-4953

E-mail: charles.anderson@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,

“Federal Claiming and Revenue Enhancement 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	April 11, 2007
Deadline for <u>Mandatory</u> Letter of Intent 3:00 PM Local Time	April 25, 2007
Deadline for Written Questions 3:00 PM Local Time	April 25, 2007
Responses to Questions (tentative)	May 3, 2007
Proposals Due by 3:00 PM Local Time	May 22, 2007
Successful Bidder Announced (tentative)	June 29, 2007

C. Letter of Intent

A non-binding Letter of Intent **is required**. An application will not be reviewed if the Applicant failed to submit the mandatory Letter of Intent by the stated due date. Letters of Intent should be directed to and received by the issuing office by **3:00 p.m. on Wednesday, April 25, 2007**. Faxed copies of the Letter of Intent will be accepted. It is the applicant's responsibility to confirm the Issuing Office's receipt of a Letter of Intent.

Potential bidders who elect not to submit a proposal are requested to submit a “No Bid” letter.

D. Questions

Questions concerning this RFP must be received by the RFP Issuing Office **via email by 3:00 p.m. on Wednesday, April 25, 2007**. Responses to questions received in a timely manner will be posted as an addendum to this RFP on the State's Contracting Portal (www.das.state.ct.us/Purchase/Portal/Portal_home.asp) **on or about Thursday, May 3, 2007**. It is each applicant's responsibility to confirm the Issuing Office's receipt of questions and the applicant's responsibility to access the State Contracting Portal to access any and all addendums to this RFP. A complete application must include an executed addendum for each of the addendums to this RFP that are posted to the portal prior to the application submission date.

E. Evaluation and Selection

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

F. Contract Execution

The contract developed as a result of this RFP is subject to State contracting procedures. These procedures include approval by the Connecticut Office of the Attorney General. Please 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 (30) days of the signing of the resultant contract(s), request a meeting for debriefing and discussion of their proposal by contacting the Contract Administrator in writing at the address previously given.

Debriefing will not include any comparisons of unsuccessful proposals with other proposals.

Section III - General Proposal Requirements and Instructions for Preparing Responsive Proposals

A. GENERAL PROPOSAL REQUIREMENTS

1. Eligible Organizations

Private for-profit, non-profit, and not-for-profit incorporated organizations and government entities who can demonstrate that they:

- a. Have-administrative experience in administering and managing programs pertaining to: TANF Claiming, Revenue Enhancement, Random Moment Sampling and Cost Allocation.
- b. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or local);
- c. Within a three (3) year period preceding this agreement, have not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and
- e. Have not had one or more public transactions (Federal, State or local) terminated for cause or fault within a three (3) year period preceding this proposal.

Eligible organizations may submit a proposal to assist the Department in administering these programs. Special consideration will be given to organizations that demonstrate previous experience in providing all of the services encompassed by this Request for Proposals. Bidders that

propose the use of subcontractors must present the same information about the identified subcontractors as the information requested in the RFP for the responding organization. Subcontractors are subject to the approval of DSS.

2. Overview of General Requirements

Bidders must adhere to the Department's rules as established in the RFP for proposal consideration, format and content. Each bidder must, at a minimum, clearly describe in its proposal how the specifications in the RFP will be met.

3. Disposition of Proposals

The State reserves the right to reject for non-compliance, any and all proposals, or portions thereof, received as a result of this procurement or to negotiate separately any service in any manner necessary to serve the best interest of the State. The State reserves the right to contract for all or any portion of the scope of work or tasks contained within this RFP if it is determined that contracting for a portion of the work will best meet the needs of the State. The State may choose to contract with one or more bidders who choose to submit proposals.

4. Proposal Most Advantageous:

While cost is a consideration and is included in the evaluation criteria, the Department reserves the right to award contracts to bidders, whose proposals are most advantageous in meeting the needs of the Department, cost and all factors considered.

5. Proposal Preparation 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.

6. Response Date and Time

Proposals must be received by the Department of Social Services Office of Contract Administration by **3:00 PM Local Time on Tuesday, May 22, 2007**, in order to be considered for selection. A postmark date will not be considered as the basis for meeting any submission deadline. The Department reserves the right to reject any bidder's response that is received after the deadline. Receipt of a proposal after the closing date and time as stated herein shall not be construed as acceptance of the proposal, since the actual receipt of the document is a clerical function. If delivery of the proposal is made by courier or in person, the Department suggests the bidder allow enough additional time for the courier or person to pass through the security station and notification of the Department representative who will be accepting the delivery of the bid package. If delivery of the proposal is not made by courier or in person, the Department suggests the bidder use Certified or Registered mail. All RFP communications should be addressed to the Issuing Office (Section II - A).

7. Acceptance of Proposal Content

The contents of this RFP and the proposal of the successful Bidder will become contractual obligations, along with the final contract, if acquisition action ensues. The resulting contract will be a Personal Service Agreement (PSA) contract between the successful bidder and the Department. Part II, Mandatory Terms and Conditions, of the Department's PSA contract appears in Appendix I. These are standard terms that have been approved by the Office of the Attorney General and the Office of Policy and Management. Part I of the PSA contract describes the services to be provided including agreed upon outcomes and measures. Part I is drafted based upon the terms and conditions

in this RFP and the successful bidder's proposal. The Bidder's proposal must include a Statement of Acceptance (Appendix II), without qualification, of all terms and conditions as stated within this RFP and Part II of the Department's PSA contract. A Bidder may suggest alternate language after having accepted without qualification the mandatory terms and conditions as specified in Appendix I. The Department may, after consultation with the Office of the Attorney General and the Office of Policy and Management, 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.

8. 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 the purpose of 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 other person or firm to submit or not to submit a proposal for the purpose of restricting competition; and
- d. **Prior Knowledge:** The bidder had no knowledge of the specific RFP contents prior to actual receipt of the RFP and had no part in the RFP development.

9. Incurring Costs

The Department is not liable for any cost incurred by the bidder prior to the effective date of a contract.

10. Government Function

If the amount of this contract exceeds \$2,500,000.00 and the contract is for the performance of a governmental function, as that term is defined in Conn. Gen. Stat. Sec. 1-200(11) the Department is entitled to receive a copy of the records and files related to the Contractor's performance of the governmental function and may be disclosed by the Department pursuant to the Freedom of Information Act.

11. 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, and the Privacy Act and all rules, regulations and interpretations resulting therefrom. Bidders must provide convincing explanation and rationale sufficient to justify each exception from release consistent with Section 1-210 of the Connecticut General Statutes to claim proprietary exemption.

It will not be sufficient for bidders to merely state generally that the application 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. Those particular pages or sections that an applicant believes to be 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 applicant 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 application may not be exempt from release. Between the applicant and the State, the final administrative authority to release or exempt any or all material so identified rests with the State.

12. Offer of Gratuities

By submission of a proposal, 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 contract arising from this procurement 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 employee(s).

13. Set-Aside for Small, Minority or Women's Business Enterprises

Section 4a-60g 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 (25%) of the average total of all contracts let for each of the three previous fiscal years must be set aside.

The Department of Social Services is requesting that the resultant contractor make a "good-faith effort" to set aside a portion of this 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 State's Supplier Diversity program by contacting the Office of Supplier Diversity, Department of Administrative Services, 165 Capitol Avenue, Hartford, Connecticut, 06106 by telephone at (860) 713-5236 or by accessing the web site www.das.state.ct.us/purchase/setaside/osd_introduction.asp

NOTE WELL: During the evaluation process, special consideration will be given to those bidders who document their utilization of a certified small business and/or demonstrate the bidder's commitment to, whenever possible, utilize a certified small business. Bidders should identify the certified small business and the services the business will supply. The resultant contractor shall be required to report their set-aside achievements on no less than a quarterly basis.

B. INSTRUCTIONS FOR PREPARING RESPONSIVE PROPOSALS

1. Delivery Condition

Proposals must be submitted in a loose leaf or spiral bound notebook with the official name of the organization appearing on the outside front cover of each binder and on each page of the application. A tab sheet keyed to a table of contents must separate each section of the application.

Copies Necessary – Six (6) original hard-copies and one (1) exact electronic copy (CD-Rom or disk in Microsoft Word©) of the application must be submitted in a separate, sealed envelope and properly marked "**Federal Claiming and Revenue Enhancement RFP**" and received by the response date and time specified on the front cover of this RFP.

2. Format Requirements

a. Binding of Proposal:

Each bidder must submit a proposal in a format that will allow updated pages to be easily incorporated into the original proposal. The original Proposal must be submitted in loose leaf or spiral bound notebooks and clearly marked – “**Federal Claiming and Revenue Enhancement RFP**”. The official name of the organization must appear on the outside front cover of each binder and on each page of the proposal; location is at the bidder’s discretion.

b. Tab Sheet Dividers

A tab sheet keyed to the table of contents must separate each major section of each part of the proposal; the title of each major section must appear on the tab sheet.

c. Table of Contents

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

d. Cross-referencing RFP and Proposal

Each section of the proposal must cross-reference the appropriate section of the RFP that is being addressed. Proposal responses to specific task requirements must reference the RFP request citation. This will allow the Department to determine uniform compliance with specific RFP requirements.

e. Page Numbers

Each page of the proposal must be numbered consecutively in Arabic numerals from the beginning of the proposal to the last page of the proposal.

f. Page Limitation

Each proposal is limited to 70 pages. NOTE WELL: Page limitations are established to encourage the bidder to succinctly and concisely present their proposal. Bidders are encouraged to remain within these limits. Resumes and all forms shown as appendices in this RFP will not be included in the page limitation.

g. Page Format:

The standard format to be used throughout the proposal is as follows:

- Text shall be on 8 ½” x 11” paper in the “portrait” orientation;
- Text shall be single-spaced;
- Pitch shall be a maximum of a ten (10) characters per inch;
- Font shall be a minimum of twelve (12) point;
- The binding edge margin of all pages shall be a minimum of one and one half inches (1 ½”); all other margins shall be 1”;
- Graphics may have a “landscape” orientation, bound along the top (11”) side; if oversize, graphics may have a maximum of one (1) fold;
- Graphics may have a smaller text spacing, pitch, and font size;
- Resumes are Text not Graphics.

3. Overview and Guidelines for Responding to the RFP

a. Understanding Project

The bidder shall present their understanding of the project. A responsive proposal must present an understanding of the TANF Claiming, Revenue Enhancement, Random Moment Sampling, and Cost Allocation programs.

b. How Task Requirements Will Be Performed

The bidder shall describe how the bidder shall perform each resultant contractor task identified. It shall also include the identification of problems and proposed method(s) of solution.

c. Project Timetable:

The bidder shall include a PERT, Gantt, or Bar Chart, that clearly outlines the task timetable from beginning to end. The chart must display key dates and events relative to the project.

d. Department Support:

The bidder shall specify the type of support the bidder will require from the Department to carry out the project. Support may include, but is not limited to, Department staff time, Departmental reports or information required, or any other resources the Contractor expects the Department to provide in addition to the support identified below. At a minimum, the Department shall:

- monitor the Contractor's performance and request updates as appropriate,
- respond to written requests for policy interpretations,
- provide technical assistance to the Contractor as necessary to accomplish the expected outcomes,
- provide a project leader,
- schedule and hold regular project meetings with the Contractor, and
- provide a process for and facilitate open discussions with staff and personnel to gather information regarding recommendations and suggestions for improvement.

4. Contractor's Work Plan Requirements

The responses to the requirements listed below must conform to the following general requirements. A responsive proposal shall:

- Address each task requirement separately,
- Identify the responses corresponding to the assigned task number in the RFP, and
- Provide a detailed description of how the bidder will define and perform each required task, the resultant product or deliverable, and how the bidder will develop and manage services performed under any and all sub-contracting arrangements.

Section IV - Proposal Contents – Scope of Work

A. Transmittal Communication, Forms and Acceptances contained in the order specified below:

- 1. Transmittal Letter:** The original proposal and all copies must include a Transmittal Letter, of no more than two (2) pages with the assurance of independent price determination described in Section III A 9.
- 2. Table of Contents** for the entire Technical Proposal beginning with the Executive Summary.
- 3. Executive Summary** – limit two pages.
- 4. Procurement and Contractual Agreements Signatory Acceptance – Appendix II:** The bidder must provide a signed Acceptance Statement, without qualification, of all mandatory terms and conditions in the standard Personal Service Agreement (Appendix I).
- 5. Workforce Analysis Form – Appendix III:** Bidders with Connecticut work sites must complete this form.
- 6. Notification to Bidders Form -- Appendix IV (Signed)** – This information must include a summary of the bidder’s affirmative action plan and the bidder’s affirmative action policy statement. Additionally, bidders must address in writing the following five factors as appropriate to the bidder’s particular situation. These factors are:
 - **Affirmative Action Plan:** The bidder’s success in implementing an Affirmative Action Plan;
 - **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;
 - **Apprenticeship Program:** The bidder’s success in developing an apprenticeship program complying with Sections 46 a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive;
 - **EEO-1 Data:** The bidder’s submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
 - **Set-Aside for Minority Business:** 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.
- 7. Smoking Policy – Appendix V (Signed Statement if applicable):** If the bidder is an employer subject to the provisions of Section 31-40q (Appendix V) of the Connecticut General Statutes, the bidder agrees to provide the Department 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 provision of Section 31-40q of the Connecticut General Statutes prior to contract approval.
- 8. Lobbying Restrictions – Appendix VI:** a signed statement to the effect that no funds have been paid or will be paid must be included (Appendix VI).
- 9. Authorization of Signature - Appendix VII.** This form will be required for successful bidders in contract negotiation processes. This form is included in the proposal to alert bidders to this requirement but is not required as a part of the proposal.
- 10. Gift Certification – Appendix VIII**
- 11. Campaign Contribution Certification - Appendix IX**
- 12. Consulting Agreement Affidavit – Appendix X**
- 13. Prohibition on Campaign Contributions by Prospective State Contractors –Appendix XI**

B. TANF Claiming, Operations and Related Technical Assistance

Through this RFP, the Department is seeking an organization to provide the Department with assistance to ensure that the State of Connecticut is achieving and maintaining full compliance with the federal TANF program rules and requirements, especially as they relate to federal claiming activities, while fully accessing the federal funds available to the State. The resultant contractor shall be required to perform specific tasks that include, but are not limited to the following:

1. Compliance Review of the Current TANF Claim

a. The resultant contractor will perform a top to bottom review of all expenditures currently utilized in claiming federal TANF funds. This will include:

- i. confirmation of the applicability of the expenditures for each claimed service to the four federal TANF purposes;
- ii. a review of the claim methodology and accounting documentation;
- iii. a review of the applicable federal rules and regulations and State compliance with those requirements for each service;
- iv. an assessment of sub recipient monitoring requirements and federal requirements for income and citizenship verification; and
- v. an analysis of the potential to shift any or all of each item to an alternative federal funding source.

b. The resultant contractor will provide a report which includes a review of each TANF claimable item and will assess the report for factors which will include but not be limited to:

- i. adequacy of claim methodology and documentation;
- ii. fit with TANF purposes;
- iii. validity of claim in relation to all other federal rules and regulations governing TANF including subrecipient monitoring and verification of citizenship and income; and
- iv. the ability to shift any or all of the claim to an alternate federal funding source.

c. Recommendations for revisions will be provided for any area identified as requiring action to meet federal compliance.

d. As part of this task, the resultant contractor will develop a plan that assists the State in the transition of the responsibilities under this task to the Division of Financial Management and Analysis.

2. Provide Ongoing Systems Support To Claim Department of Children and Families (“DCF”) Placement and Case Management Costs.

- a.** The resultant contractor will provide computer services to support the quarterly TANF claiming of foster care services provided by DCF. The scope of this service will include:
- i. the design and implementation of processes for data matches between multiple data bases operated by the Agencies (DSS and DCF);
 - ii. the design and implementation of processes for identifying TANF eligible clients and expenditures provided by DCF; and
 - iii. the design, development and quarterly submission of reports to be used in TANF claiming for submission to the federal Administration for Children and Families (ACF), including TANF "Assistance" reports.
- b.** The resultant contractor will provide Quarterly TANF claiming reports of foster care services provided by DCF. These reports will be due to DSS within 45 days after the end of each of the calendar quarters.
- c.** As part of this task, the contractor will develop a plan that assists the State in the transition of the responsibilities under the task to the Department's Information Technology Services division.

3. Maintain the Procedure Manual for Inter-Agency TANF Claiming

- a.** The Department maintains a procedure manual which documents each service claimed by the State under the TANF program. The manual documents the specific methodology used to claim the expenditures for identified services funded through the TANF award.
- b.** The resultant contractor will assist the Department in maintaining the Department's *Procedure Manual for Inter-Agency TANF Claiming* (the Manual) developed to document the claiming processes and procedures for TANF initiatives. This manual serves as the Department's audit documentation of the different claiming procedures. Each existing TANF claimed service area will have a component explaining the service covered as well as documenting the current methodology utilized. The resultant contractor will be responsible for reviewing the existing manual and providing updates for any new initiatives adopted or amended during the terms of the agreement.

The resultant contractor will provide the following:

- i. An initial review and update of the existing TANF claiming manual following the completion of the assessment outlined in Task 3.1 (Compliance Review of the Current TANF Claim);
- ii. Updates to the manual for new or changed TANF initiatives shall be due to the Department within 45 days of the end of each calendar quarter; and
- iii. A fully revised manual, incorporating each of the quarterly updates, shall be due to the Department on or before July 31st of each contract year.

NOTE: These submissions shall include both electronic and paper versions.

c. As part of this task, the resultant contractor will develop a plan that assists the State in the transition of the responsibilities under this task to the Division of Financial Management and Analysis.

4. Technical Assistance with the Implementation of a Sub Recipient Monitoring Compliance Plan

a. The resultant contractor will provide support to the Department’s efforts to address an outstanding audit finding related to sub recipient monitoring for its TANF subcontractors. A formal compliance plan has not been submitted to the federal government, as it has not been required; however, the Department is committed to resolving the issues cited in this finding. Efforts are currently being undertaken to more specifically assess those areas where action is needed to address this finding. The resultant contractor will provide primary support to ensure these identified areas are addressed by the State agencies overseeing the TANF subcontractors.

The resultant contractor will provide the following:

- i. Recommendations for any necessary modifications of existing interagency Memoranda of Agreement to better support sub-recipient monitoring compliance;
- ii. New or modified forms for providers and agency staff;
- iii. Training of providers and State staff;
- iv. Updates to the *Inter-Agency TANF Claiming Procedure Manual* to document any changes to claiming procedures;
- v. Updates to the claiming documents submitted to the DSS for determining the amount to claim under TANF;
- vi. Assistance with any system modifications necessary for complying with sub recipient monitoring; and
- vii. Any additional assistance that may be necessary to ensure that the State is in full compliance with all associated federal regulations.

b. As part of this task, the resultant contractor will develop a plan that assists the State in the transition of the responsibilities under this task to the Division of Financial Management and Analysis.

5. Support Changes Related to the TANF/CCDF Claim System

a. Department staff will be utilizing a Microsoft Access © database for the processing of the TANF and CCDF claim and the preparation of the ACF 196 and 696 forms. Modifications to the TANF claim process and/or methodologies may require changes to the TANF database and claim system. The resultant contractor will be responsible for support of these changes.

b. Under this task, deliverables will include but not be limited to system changes necessary to support the TANF claim as changes are made to the Department’s claiming methodologies and scope of claiming activities.

The resultant contractor will, at a minimum:

- i. provide technical support for programming changes and provide assistance as required to maintain a fully functional and accurate TANF/CCDF claim system;
 - ii. support the maintenance of the Department's user manual for the system; and
 - iii. provide on-site training for staff using the system and additional training when any system changes are implemented.
- c. As part of this task, the resultant contractor will develop a plan that assists the State in the transition of the responsibilities under the task to the Department's Information Technology Services division.

6. Federal TANF Legislation Impacts

a. The resultant contractor will conduct a full assessment of the impact on the Department's TANF claiming activities as a result of any changes in federal legislation related to the TANF program. This will include any annual Congressional changes that may be made during the period of the contract, as well as an analysis of significant re-authorization efforts that are proposed and/or implemented by Congress.

Under this task, the resultant contractor will provide the Department with:

- i. periodic reports on the impact of any federal legislation that affects the TANF program; and
- ii. an analysis of the implications of the policy changes for Connecticut.

7. Ad Hoc Supports and Additional Technical Assistance Related to TANF

a. Throughout the term of the proposed contract, the Department may require the assistance of the resultant contractor with TANF initiatives beyond those identified in the above tasks. In such cases the Department shall negotiate with the resultant contractor the scope of the assistance required and based upon these negotiations, the contractor will be required to develop the scope of work and a work plan that stipulates specific deliverables and the resulting cost for each such deliverable. The resultant contractor will not begin work on the initiatives unless and until an Authorization Letter has been sent that defines the scope of work and deliverables that have been defined and agreed to by the Department through the Division of Financial Management and Analysis.

b. Deliverables for this task will be determined based upon negotiations and project scope. Each area to be pursued will be mutually agreed to by both parties through an Authorization Letter that specifies the deliverables and the terms of the agreement in terms of time frames and funding.

c. As part of any initiative under this task, the resultant contractor will develop a plan that assists the State in the transition of the responsibilities under the task to the Division of Financial Management and Analysis.

C. Revenue Enhancement and Related Technical Assistance

The Department continually seeks opportunities to obtain available federal funding for services it provides, or is seeking to provide. In doing so, detailed analyses of existing State programs, federal legislation and regulations, and mechanisms for claims processing and claiming must be performed. Within given resources, the Department may not be able to complete these efforts as expeditiously as possible, while the budgetary need for such revenue enhancements is often significant. Additionally, significant expertise can often be found within firms who have experience with these activities on a national or regional basis.

NOTE: All tasks entered into under this area must have a clearly defined quality assurance component sufficient to reasonably assure the Department that initiatives entered into will be capable of successfully sustaining federal or state audit review.

Further, any task entered into under this section will include a plan that assists the State in the transition of the responsibilities under the task to the Division of Financial Management and Analysis.

1. Assessment of Revenue Enhancement Opportunities

a. Through this task, and with the approval of the Department, the resultant contractor will perform a complete assessment of revenue enhancement opportunities for all mutually agreed upon programs that could fall under the purview of claiming through the Department of Social Services. This may include but not be limited to programs such as Medicaid, TANF, CCDF, Child Support, Food Stamps and other reimbursement-based federal programs. The assessment will identify the optimal mix of program funding sources given the array of services provided and the funding opportunities available, thereby allowing the State to seek out the greatest possible funding reimbursement for services provided.

The resultant contractor will provide the following:

- i. A report that includes an assessment of all agreed upon, viable revenue enhancement opportunities within the purview of the Department of Social Services. This report will include:
 - other agency services to the extent that they can be reimbursed under DSS programs and federal reimbursement streams;
 - a detailed report of the investigation activities performed, programs analyzed and a summary of opportunities identified; and
 - a matrix of revenue possibilities which will allow the State to maximize its funding efforts.

2. Develop Fixed Fee-Based Proposals for Development of Claims for Selected Areas

- a.** Through this task, the resultant contractor will pursue the development of claims for areas approved by the State. Based upon the funding matrix presented in task C.1, revenue opportunities and funding streams adjustments will be selected by the State. The resultant contractor will prepare fixed fee proposals to assist the State in each new opportunity, including the potential to transfer existing programs from one funding source to an alternative source, when this will optimize revenue for the State.
- b.** Deliverables for this task will be determined based upon negotiations with the resultant contractor and project scope. Each area to be pursued will be mutually agreed to by both parties through an Authorization Letter that specifies the deliverables and the terms of the agreement in terms of time frames and funding.

D. Cost Allocation Plan and Random Moment Sampling Maintenance and Technical Assistance

The Department currently utilizes MAXCARS (MAXIMUS Cost Allocation and Rate System) software to perform its Public Assistance Cost Allocation Plan (PACAP) responsibilities. The license to operate this program has been purchased by the Department, but does not cover any future upgrades to the system. In addition, the Department utilizes WinRMS2000 web/e-mail, MAXIMUS developed automated e-mail system for random moment sampling. The WinRMS2000 software provides data outputs that are utilized in the Department's cost allocation plan to allocate administrative costs among federal programs.

1. Annual Review of the PACAP

- a.** The resultant contractor will perform a complete annual review of the Department's Public Assistance Cost Allocation Plan (PACAP) during the quarter ending June 2008 and the quarter ending June 2009. The review will focus on identifying any organizational changes that have occurred, any changes in federal law and their impact on the PACAP, any substantial program changes and their impact on the PACAP, and the appropriateness of all allocation methodologies. In addition, tasks necessary to ensure that the Department complies with the requirements of 45 CFR Chapter 95.509 will be a part of this effort.
- b.** Deliverables under this effort will include, at a minimum, a written report to be developed in May 2008 and in May 2009 that, for all areas appropriate to include under the DSS PACAP:
 - i. identifies all organizational changes that have occurred over the past fiscal year;
 - ii. identifies all relevant changes in federal law which may impact the PACAP;
 - iii. identifies all substantial program changes and their impact on the PACAP;
 - iv. reviews the appropriateness of all allocation methodologies contained within, or required by, the PACAP;

- v. assures that the PACAP is in compliance with the requirements of 45 CFR Chapter 95.509; and
- vi. recommends the appropriate PACAP changes necessary as a result of all identified issues.

2. Revisions to the PACAP and Subsequent Negotiations with the Division of Cost Allocation (DCA)

a. Based upon the findings from Task D.1, the resultant contractor will, as needed, develop a fully drafted revised PACAP proposal for review by the State, which once approved, may be delivered to the federal Division of Cost Allocation (DCA) for their review and approval. According to 45 CFR Chapter 95.511, DCA has 60 days after receipt of a proposed plan amendment to notify the State in writing whether the plan amendment is approved, disapproved, if changes are necessary for acceptance of the plan amendment, or request that the State provide additional information for evaluating the plan amendment. If the DCA is not able to make a determination within 60 days, the State will be notified. The resultant contractor will provide assistance as required by the Department regarding negotiations with DCA, if the PACAP amendment is disapproved, or if the Department must negotiate with the DCA to finalize approval.

The resultant contractor will be required to:

- i. draft a proposal for any revised PACAP documents based upon the negotiations and/or findings from Task D.1 subject to DSS review and approval;
- ii. provide a final version of the revised PACAP documents approved by DSS for submission to the federal DCA; and
- iii. develop letters of explanation to DCA documenting the Department's PACAP rationale and methodologies, or any other supporting materials needed for approval of the PACAP as delivered.

3. Review of Cost Allocation Software, Training, and Management Reporting

a. The resultant contractor will assist the Department in reviewing and evaluating its ongoing ability to process Cost Allocation Plan (CAP) activities. Initially, this will include a review of our CAP requirements and an assessment of available software options for processing the CAP electronically, including an assessment of the viability of supporting the current MAXCARS system. The license for operation of the current MAXCARS has been purchased by the Department but does not cover future upgrades to the system. If an alternative is recommended, this effort will also include support in the transition of our current system. Further efforts to be considered will include but not be limited to conducting comparative analysis of alternative systems, assessing the availability of necessary management reports, assessing the capacity of the new system to accept data import files, and assessing the ability of the system to meet federal PACAP system expectations and requirements.

The resultant contractor will be required to:

- i. develop a report outlining the effectiveness of the Department's current Cost Allocation system efforts; and

- ii. provide recommendations for potential enhancements, or replacement, if needed.

4. Review of Random Moment Sampling (RMS) Software, Training, and Management Reporting

a. The resultant contractor will assist the Department in reviewing and evaluating its ongoing ability to process Random Moment Sampling (RMS) activities. Initially, this will include a review of the Department's RMS requirements and an assessment of available software options for processing RMS electronically, as well as supporting the transition of the Department's current system, as necessary. Further efforts to be considered will include, but not be limited to conducting comparative analysis reports for revenue, development of necessary management reports, completion of the RMS response screen, validity of comments field, and program compliance.

The resultant contractor will:

- i. develop a report outlining the effectiveness of the Department's current RMS efforts; and
- ii. develop recommendations for potential enhancements, or replacement, if needed.

5. Technical Assistance for Random Moment Sampling (RMS)

The resultant contractor will be required to provide additional assistance on any initiative outside of those listed above and related to RMS, including, but not limited to, systems, training, reports, system improvements, on-site visits, and any other related tasks.

6. Technical Assistance – Automated Cost Allocation System

The resultant contractor will be required to provide Technical assistance to the Department on any initiative outside of those listed above and related to automated cost allocation systems, including, but not limited to, systems, training, reports, system improvements, on-site visits, and any other related tasks as identified under this project.

E. OTHER REQUIREMENTS

1. On Site Requirement

Please note that a critical component of the successful performance of this contract will be the ability to maintain an on site presence. The Department will make space available for up to six staff in order to facilitate this requirement of the contract. To be selected under this RFP, the contractor must demonstrate the ability to meet this requirement or they will be excluded from consideration.

2. Bidder References

A Responsive Proposal Shall:

- a) Supply at least four specific (corporation) references (for the bidder) from entities for which the bidder has conducted similar projects. If the bidder has, during the past five (5) years, been under contract with the State of Connecticut, the bidder MUST include a reference from the State of Connecticut.
- b) Include at least one reference from another federal, state or local governmental; entity or firm regarding the bidder's capability of providing services similar to the services presented in this RFP.
- c) References must include a specific contact person, organization name, address, and current telephone number. The Department expects to utilize these references in its evaluation process.

3. **Qualifications and Corporate Experience**

A responsive proposal shall, for the bidder and any and all proposed subcontractors:

- a. Describe the organization's overall qualifications to carry out a project of this nature and scope;
- b. Identify any other local, state and federal agency(s), in which it performs similar work;
- c. Describe the projects for the agencies identified in Part IV, Section E.2.b., including a description of the work performed, the time period of the project, the staff-months expended and the contract cost;
- d. Identify current and planned staffing resources to successfully meet the RFP response requirements in light of any other obligations for any other entity;
- e. Identify the percentage of time for each of its key personnel dedicated to this project; and
- f. Describe any other state or federal program operated by the organization or any of its subcontractors and any key staff of the applicant and subcontractors during the past five years that was terminated or not renewed for failure to perform or properly administer the program. Include a brief description of the program, the nature of the problem, the role that the key staff played and the outcome.

4. **Set-Aside for Small, Minority or Women's Business Enterprises**

A responsive proposal shall describe the bidder's commitment to utilizing a **certified** small business. Bidders should identify the certified small business and the services the business will supply. The bidder shall propose a reporting methodology of not less than quarterly.

Prospective bidders may obtain a list of firms certified to participate in the Supplier Diversity program by contacting the Office of Supplier Diversity, Department of Administrative Services, 165 Capitol Avenue, Hartford, Connecticut, 06106 by telephone at (860) 713-5236 or by accessing the web site www.das.state.ct.us/purchase/setaside/osd_introduction.asp

F. Content Requirements -- Separate Business (COST) Section

1. Audited Financial Statements:

Audited financial statements or equivalent information for the applicable legal entity (Contractor) must be provided for each of the last two (2) appropriate fiscal years.

2. Business Narrative:

The proposal must include a narrative that explains and details the project's costs. The narrative should include the total number of hours the bidder expects to spend on the project by category of the staff. In addition, the business narrative must explain any anticipated costs to the Department that would result from selecting the bidder's proposal and changing from the current provider of service including any startup inefficiencies. The business narrative must also propose a plan and methodology to avoid any contractor breach of contract.

3. Business Cost

a. An all-inclusive fixed-price cost

To be responsive, the bidder's proposal must include two (2) annual line item budgets for the total proposed cost. The budgets must include line items for all expenses to be incurred through the delivery of services in accordance with this RFP and must comply, as applicable, with the state-wide cost standards published by the State of Connecticut Office of Policy and Management.

Section V. Proposal Evaluation

A. Evaluation of Proposals

DSS will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this competitive procurement effort.

- 1. Evaluation Organization:** An Evaluation Team has been established to assist DSS in selection of a Contractor. DSS reserves the right to alter the composition of this Team. The Evaluation Team will be responsible for the review and scoring of all proposals. This group will be responsible for the recommendation to the Commissioner of the Department. The Commissioner will notify the selected bidder(s) that the organization(s) has been awarded the right to negotiate a contract with DSS for this project.
- 2. Evaluation Steps:** The evaluation will be conducted in five steps:
 - a.** Step 1 - Evaluation of Minimum Requirements required in the RFP
 - b.** Step 2 - Evaluation of Work Plan and Project Management required in the RFP
 - c.** Step 3 – Evaluation of Organization and Key Personnel required in the RFP
 - d.** Step 4 - Evaluation of Business Proposal required in the RFP
 - e.** Step 5 – Proposal Ranking

B. Step 1 - Evaluation of Minimum Requirements

The purpose of this step is to determine whether each proposal is sufficiently responsive to the minimum RFP requirements to permit a complete evaluation of the Technical and Business 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 minimum requirements for proposal consideration include:

1. **Deadline - Closing Date:** The proposal must have been received, before the closing of acceptance of proposals.
2. **Delivery Condition - Copies Necessary:** Proposals must be submitted in a loose leaf or spiral bound notebook with the official name of the organization appearing on the outside front cover of each binder and on each page of the application. A tab sheet keyed to a table of contents must separate each section of the application.

Six (6) original hard-copies and one (1) exact electronic copy (CD-Rom or disk in Microsoft Word©) of the application must be submitted in a separate, sealed envelope and properly marked “” and received by the response date and time specified on the front cover of this RFP.
3. **Transmittal Letter:** The proposal contains a transmittal letter of no more than two (2) pages.
4. **Mandatory Conditions:** The bidder must accept the RFP Mandatory Terms and Conditions of the PSA contract (Appendix I), Procurement and Contractual Agreements, Appendix II.
5. **Required Forms:** The bidder must provide the necessary signed forms.

C. Step 2 - Evaluation of the Work Plan and Project Management

Only those proposals passing the minimum requirements will be considered in Step 2 – The Evaluation of the Work Plan and Project Management. The State reserves the right to reject any and all proposals.

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

D. Step 4 - Evaluation of the Business Proposal

The Business Proposal will only be evaluated for bidders who have met the minimum requirements of Step 1, 2 and 3 and achieved a minimum of 75% of the available points in Steps 2 and 3. The Business Proposal will be worth 20% of the available points for the entire proposal submission (Technical and Business proposals combined).

The Business Proposal will be scored for cost and cost reasonableness. Cost reasonableness will be determined by examining the business narrative and the relationship between costs, personnel and the work plan outlined in the proposal.

Any Business Proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may cause the entire proposal to be rejected by the State. The State reserves the right to reject all proposals.

While cost is a factor in determining the bidder with the right to negotiate a contract with the Department, price alone shall not determine the winning bidder.

F. Step 5 - Ranking of the Proposals

Upon completion of Steps 1-4, it is possible that persons participating on the Evaluation Committee will interview the finalists.

After the Evaluation Committee 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 DSS for review and approval.

APPENDIX I

Personal Service Agreement

PART I

Scope of Services, Contract Performance, and Payment Provisions

A. **TERM** - This contract shall be in effect from _____ through _____.

B. CONTRACTOR RESPONSIBILITIES

1. The Contractor shall work with the lead staff from the Department of Social Services [*Dedicated Unit or Division*] to promote and enhance [*e.g. public education concerning the emotional and financial responsibilities of fatherhood*].
2. It is the understanding of the parties that the Contractor shall: [*Include the service/task GOALS to be completed under this agreement*]
3. To complete the tasks herein the Contractor shall: [*Include the OBJECTIVES detailing how the service goals will be achieved*]

C. **DEPARTMENT RESPONSIBILITIES** - To complete the tasks herein the Department shall: [*Include any applicable support or technical assistance services to be provided to the Contractor*]

D. CONTRACTOR PAYMENT

1. For the performance of the services and tasks described herein, based upon review and approval by the Department, the Contractor shall receive a maximum dollar amount not to exceed [\$xxx.00] in accordance to the following payment schedule: [*Include any specific fee schedule description here*].
2. All payments to the Contractor will be contingent upon the Department's receipt and approval of an itemized invoice with a detailed description of the work completed.

E. **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 this contract.

F. NOTICES

1. 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 assigned receipt will be obtained), or 3 days after posting if sent by registered or certified mail, return receipt requested. Notices shall be addressed as follows:

a. In case of notice(s) to the Contractor:

[Contract Manager, Title]

[Agency Name]

[Street Address]
[City, State, Zip]
[Phone#]

b. In case of notice(s) to the Department regarding this contract:

[Contract Administrator]
Contract Administration Unit
Department of Social Services
25 Sigourney Street
Hartford, CT 06106
[Phone#]

c. In case of notice(s) to the Department regarding the scope of services:

[Contract Manager, Title]
[Division/Unit]
Department of Social Services
25 Sigourney Street
Hartford, CT 06106
[Phone#]

2. Said notices shall become effective on the date of receipt as specified above 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.

PART II

Mandatory Terms And Conditions.

The terms and conditions contained in this section constitute a basis for this Contract. These terms and conditions, as well as others so labeled elsewhere in this document, are mandatory for this Contract. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. The Contractor agrees to comply with the following mandatory terms and conditions:

CONTRACTOR OBLIGATIONS

Credits and Rights in Data

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

All materials developed specifically and exclusively for the Department during the term of this contract are considered proprietary to the Department and shall remain confidential. Throughout the term of this contract, the Contractor must secure the Department's written approval prior to the release of any confidential information whatsoever that pertains to the work or activities provided under this contract.

Unless expressly waived in writing by the Department, all documents, reports and other publications for public distribution during or resulting from the performances of this contract shall include a statement acknowledging the financial support of the state and the Department and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality.

Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify the Department, unless the Department or its agents co-authored said publication and said release is done with the prior written approval of the commissioner of the Department.

Any publication shall contain the following statement: "This publication does not express the views of the Department or the State of Connecticut. The views and opinions expressed are those of the authors."

The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this contract, unless expressly authorized in writing by the Department.

The Department and the Federal Government shall have the right to publish, duplicate, use and disclose all such data in any manner and may authorize others to do so. The Department may copyright any data without prior notice to the Contractor. The Contractor does not

assume any responsibility for the use, publication or disclosure solely by the Department of such data.

Ownership

All products and materials developed specifically and exclusively for the Department as a result of this contract by the Contractor, or any of its subcontractors hired for the purposes of this contract, shall remain the property of the Department. Products and materials are defined as, but are not limited to, copyrighted materials, camera ready copy, mechanical, videos, brochures, posters and stock thereof; designs, data and all other matter and information that is collected or developed specifically and exclusively for the Department for the purpose of this contract. Disposition of all such products and materials shall remain at the discretion of the Department during the effective period of this contract and thereafter.

Notwithstanding anything to the contrary contained in this contract, it is understood and agreed that the Contractor shall retain all of its rights in its proprietary information including, without limitation, its methods of analysis, ideas, concepts, expressions, know how, techniques, skills, knowledge and experience possessed by the Contractor prior to, or acquired by the Contractor during, the performance of this contract and the Contractor shall not be restricted in any way with respect thereto.

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

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

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

Related Party Transactions: The Contractor shall report all related party transactions, as defined in this Section, to the Department on an annual basis in the appropriate fiscal report as specified in Part II of this contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to exercise influence or control, directly or indirectly. "Related party transactions" between a Contractor, its employees, Board members or members of the Contractor's governing body and a related party include, but are not limited to, (a) real estate sales or leases; (b) leases for equipment, vehicles or household furnishings; (c)

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

Insurance: The Contractor will carry insurance, (liability, fidelity bonding or surety bonding and/or other), as specified in this agreement, during the term of this 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 for malpractice. Certificates of such insurance shall be filed with the Department before the performance of services.

Record Keeping and Access: The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, federal agencies. The Contractor shall retain all such records concerning this contract for a period of 3 years after the completion and submission to the state of the Contractor's annual financial audit.

Confidentiality

- a. 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.
- b. The confidentiality obligations set forth above shall not apply to data, information or material which (i) at the time disclosed to, or obtained by the Contractor, is in the public domain; (ii) becomes part of the public domain through no fault of the Contractor; (iii) is communicated to the Contractor by a third party who is not, to the Contractor's knowledge, subject to any confidentiality obligations with respect thereto; (iv) is independently developed by the Contractor; or (v) is required to be disclosed by the Contractor pursuant to any statute, regulation, order, subpoena, document discovery request or other legal process.

Audit Liabilities: It is understood and agreed by the Contractor that the Contractor shall be held liable for any State or Federal audit exceptions and shall return to the Department all payments made under this 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.

Force Majeure: Neither party shall incur liability for any failure to perform its obligations under this contract due to causes beyond its reasonable control including, but not limited to, fire-storm-flood-earthquake-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.

Hold Harmless

The Contractor agrees to indemnify, defend and hold harmless the State of Connecticut; as well as 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 negligence or willful misconduct of the Contractor in the performance of this contract.

The Department may request, in writing, evidence of the Contractor's workers compensation insurance policy. If such a request is made, the Contractor must file such evidence of its workers compensation insurance policy with the Department's Contract Administrator, no later than 15 business days following receipt of the request. Should the Contractor fail to comply with the request in a timely manner, the Department may, at its option and discretion, invoke the provisions under Section(s) 6.3 and/or 7.2 infra.

The Contractor, at his own expense, must defend any and all claims or suits which 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 by the Contractor in conjunction with the performance of this contract. The Contractor shall not be liable hereunder to the extent such suit is attributable to the acts or omissions of the State or the Department. The 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 or any other manner.

Settlement of Disputes and Claims Commission

- c. Any dispute concerning the interpretation or application of this contract shall be decided by the commissioner of the Department or his/her designee whose decision shall be final subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the commissioner pursuant to this provision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Department shall proceed diligently with the performance of the contract.
- d. Claims Commission. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

Litigation

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

The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities

Act of 1990, executive orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

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

STATUTORY AND REGULATORY COMPLIANCE

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

Suspension or Debarment

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

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

within a three year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

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

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

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

Non-discrimination Regarding Sexual Orientation: Unless otherwise provided by Conn. Gen. Stat. §46a-81p, the Contractor agrees to the following provisions required pursuant to §4a-60a of the Conn. Gen. Stat.:

g. 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;

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;

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 Conn. Gen. Stat.;

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 Conn. Gen. Stat.

- h. The Contractor shall include the provisions of Subsection a of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with §46a-56 of the Conn. Gen. Stat. 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.

Executive Orders Nos. 3, 16, 17, and 7C

Executive Order No. 3: Nondiscrimination: This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three 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 before 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. Three 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.

Executive Order No. 16: Violence in the Workplace Prevention Policy: This contract is also subject to provisions of Executive Order No. Sixteen of Governor John G. 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. Sixteen. The parties to this contract, as part of the consideration hereof, agree that:

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

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.

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

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

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

Executive Order No. 17: Connecticut State Employment Service Listings: This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number Seventeen, 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. Seventeen 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.

This Agreement is subject to **Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006.** The Parties to this Agreement, as part of the consideration hereof, agree that:

- i The State Contracting Standards Board (“the Board”) may review this contract and recommend to the state contracting agency termination of the contract for cause. The State contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than 15 days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:

a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A 100 of the Conn. Gen. Statutes or

wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

- ii For the purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.
- iii Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

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.

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:

- iv 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;
- v 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;
- vi 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;

- vii the Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f;
- viii the Contractor agrees to provide the commission of human rights and opportunities with such information requested by the commission and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

For the purposes of this section, "minority business enterprise" means any small Contractor or supplier of materials 51% or more of capital stock, if any, or assets of which is owned by a person or persons:

- ix who are active in the daily affairs of the enterprise,
- x who have the power to direct the management and policies of the enterprise and
- xi who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Stat. § 32-9n;

"Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

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

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

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. As applicable, the Contractor agrees to abide by provisions of Sec. 504 of the federal Rehabilitation Act of 1973, as amended, 29 U.S.C. §794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

Utilization of Minority Business Enterprises: It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government contracts. The Contractor agrees to use best efforts consistent with 45 C.F.R. 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§13a-95a, 4a-60, to 4a-62, 4b-95(b) and 32-9e of the Conn. Gen. Stat. to carry out this policy in the award of any subcontracts

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

Government Function & Freedom of Information: If the amount of this contract exceeds \$2,500,000.00 and the contract is for the performance of a governmental function, as that term is defined in Conn. Gen. Stat. Sec. 1-200(11), as amended by Public Act 01-169, the Department is entitled to receive a copy of the records and files related to the Contractor's performance of the governmental function and may be disclosed by the Department pursuant to the Freedom of Information Act.

10. **HIPAA Requirements**

NOTE: Numbering in this Section may not be consistent with the remainder of this contract as much of it is presented verbatim from the federal source.

- 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 and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C and E; *and*
- c. The State of Connecticut Department named on page 1 of this Contract (hereinafter "Department") is a "covered entity" as that term is defined in 45 C.F.R. §160.103; *and*
- d. The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. §160.103 ; *and*

- e. The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. §160.103; *and*
- f. The Contractor and the Department agree to the following in order to secure compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C and E:

A. 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.
- B1 Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. §164.501.
- C. Individual. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. §164.502(g).
- D. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
- E. Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. §160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- F. Required by Law. “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. §164.103.
- G. Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
- H. More Stringent. “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. §160.202.
- I. Section of Contract. “(T)his Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
- J. Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. §164.304.
- K. Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Parts 164, subpart A and C.

II. Obligations and Activities of Business Associates

- 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.
- B1. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic protected health information that it creates, receives, maintains or transmits on behalf of the Covered Entity.
- 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 or any security incident 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 C.F.R. §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 C.F.R. §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 C.F.R. §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 C.F.R. §164.528.
- K. Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.

III. Permitted Uses and Disclosure 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 C.F.R. §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 C.F.R. 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 C.F.R. §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 (ii) 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 HIPAA 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 is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- C. **Survival.** The respective rights and obligations of Business Associate under Section 6, 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.

D. MISCELLANEOUS PROVISIONS

1. **Assignment:** The Contractor shall not assign or transfer any interest in this Contract without the prior written approval of the 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.
2. **Subcontracting:** None of the services to be provided by the 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 18 infra. No subcontract or delegation shall relieve or discharge the Contractor from any obligation, provision or liability thereunder. The Contractor agrees to make a good faith effort to award a reasonable proportion of subcontracts to small and minority businesses in accordance with CGS Section 4a-60g.
3. **Choice of Law and Forum:** The Contractor agrees to be bound by the law of the State of Connecticut and the federal government where applicable and agrees that this contract shall be construed and interpreted in accordance with Connecticut law and federal law where applicable.
4. **Mergers and Acquisitions**
 - a. Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department.
 - b. At least 90 days before the effective date of any fundamental changes in corporate status, including merger, acquisition, transfer of assets and any change in fiduciary responsibility, the Contractor shall provide the Department with written notice of such changes.
 - c. The Contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will provide prior written agreement as required by Section II.D.3 above. The Department shall notify the Contractor of such determination not later than 45 business days from the date the Department receives such requested documentation.
5. **Equipment:** In the event this contract is terminated or not renewed, the Department reserves the right to recoup any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this contract. For purposes of this provision, equipment means tangible personal property with a normal useful life of at least one year and a value of at least \$2,500. Equipment shall be considered purchased from Contractor funds and not from Department funds if the equipment is purchased for a program that has other sources of income equal to or greater than the equipment purchase price.
6. **Independent Capacity of Contractor:** The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in the performance of this contract will act in an independent capacity and not as officers or employees of the state of Connecticut or of the Department.
7. **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.

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

E. REVISIONS, REDUCTIONS, DEFAULT, AND CANCELLATION

1. Contract Revisions and Amendments

- a. A formal contract amendment, in writing, shall not be effective until executed by both parties to the contract and, where applicable, the Attorney General. Such amendments shall be required for extensions to the final date of the contract period and to terms and conditions specifically stated in Part I of this contract, including but not limited to revisions to the maximum contract payment, to the unit cost of service, to the contract's objectives, services, or plan, to due dates for reports, to completion of objectives or services and to any other contract revisions determined material by the Department.
- b. The Contractor shall submit to the Department in writing any proposed revision to the contract and the Department shall notify the Contractor of receipt of the proposed revision. Any proposal deemed material shall be executed pursuant to (a) of this section. The Department may accept any proposal as a technical amendment and notify the Contractor in writing of the same. A technical amendment shall be effective on the date approved by the Department, unless expressly stated otherwise.
- c. No amendments may be made to a lapsed contract.

2. Contract Reduction

- a. The Department reserves the right to reduce the contracted amount of compensation at any time in the event that:
 - i the Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld; or
 - ii Federal funding reductions result in reallocation of funds within the Department.
- b. The Contractor and the Department agree to negotiate on the implementation of the reduction within 30 days of receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within 30 calendar days of such formal notification and a contract amendment has not been executed, the Department may terminate the contract 60 days from receipt of such formal notification. The Department will formally notify the Contractor of the termination date.

3. Default by the Contractor

- a. If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this contract the Department may:
 - i withhold payments until the default is resolved to the satisfaction of the Department;
 - ii temporarily or permanently discontinue services under the contract;
 - iii require that unexpended funds be returned to the Department;
 - iv assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Department;
 - v require that contract funding be used to enter into a sub-contract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance;
 - vi terminate this contract;
 - vii take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this contract or both;
 - viii any combination of the above actions.
- b. In addition to the rights and remedies granted to the Department by this contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of this contract.
- c. Prior to invoking any of the remedies for default specified in this paragraph except when the Department deems the health or welfare of service recipients is endangered as specified in Part II Section A.1 of this agreement or has not met requirements as specified in clause 8, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within 5 business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within 5 business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within 5 business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the commissioner shall be considered final.
- d. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.

4. Cancellation and Recoupment

- a. This agreement shall remain in full force and effect for the entire term of the contract period specified on page 2 of this agreement, unless either party provides written notice 90 days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the

Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.

- b. In the event the health or welfare of the service recipients is endangered, the Department may cancel the contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The Department shall notify the Contractor of the specific reasons for taking such action in writing within 5 business days of cancellation. Within 5 business days of receipt of this notice, the Contractor may request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within 5 business days of the written request. At the meeting, the Contractor shall be given an opportunity to present information on why the Department's actions should be reversed or modified. Within 5 business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Department. This action of the commissioner shall be considered final.
- c. The Department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.
- d. The Department reserves the right to recoup any deposits, prior payment, advance payment or down payment made if either party terminates the contract. Allowable costs incurred to date of termination for operation or transition of program(s) under this contract shall not be subject to recoupment. The Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under this contract or any other contract between the state and the Contractor.

APPENDIX II

PROCUREMENT AND CONTRACTUAL AGREEMENTS

SIGNATORY ACCEPTANCE

The terms and conditions contained in this Request for Proposal constitute a basis for this procurement. These terms and conditions, as well as others so labeled elsewhere in this document, are mandatory for the resulting 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' Federal Claiming and Revenue Enhancement Request for Proposals.

Signature

Title

Date

**APPENDIX III
WORKFORCE ANALYSIS FORM**

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

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

Job Categories	Totals for all Columns - Male & 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 & Managers													
Professionals													
Technicians													
Sales Workers													
Office & 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

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 Sec. 46a-68-1 to 46a-68-17 of the Connecticut Department of Labor Regulations, inclusive: Yes ___ No ___ Not Applicable _____ Explanation:

3. According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area? Yes _____ No _____ Explanation:

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises? Yes _____ No _____ Explanation:

Contractor’s Authorized Signature

Date

[WFA 5/93]

APPENDIX IV - NOTIFICATION TO BIDDERS

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

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

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

1. The bidder’s success in implementing an affirmative action plan;
2. The bidder’s success in developing an apprenticeship program complying with Sections 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 section 4-114a3 (10) of the Contract Compliance Regulations.

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

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

Signature

Date

On Behalf of: _____

Organization Name _____ Address _____

APPENDIX V - SMOKING POLICY

Connecticut General Statutes

Sec. 31-40q. Smoking in the workplace: Definitions; employers to establish nonsmoking areas; exemptions. (a) As used in this section:

- (1) "Person" means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives or any organized group of persons.
 - (2) "Employer" means a person engaged in business that has employees, including the state and any political subdivision thereof.
 - (3) "Employee" means any person engaged in service to an employer in the business of his employer.
 - (4) "Business facility" means a structurally enclosed location or portion thereof at which twenty or more employees perform services for their employer.
 - (5) "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 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 Subsec. (b) to require employers to establish sufficient nonsmoking areas in business facilities and added Subsec. (c) to enable the labor Commissioner to exempt certain employers from compliance with those requirements, effective April 1, 1988; P.A. 91-94 amended Subsec. (a) by reducing the minimum number of employees from fifty to twenty in Subdiv. (4); P.A. 95-79 amended Subsec. (a) to redefine "person" to include limited liability companies, effective May 31, 1995.

Cited. 24C. 666,672-674.

Subsec. (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 federal 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 or 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 federal 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 Section 1352, Title 31, U.S. Code. 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

Printed Name & Title

Firm/Organization

Date

APPENDIX VII

CONNECTICUT DEPARTMENT OF SOCIAL SERVICES

Authorization of Signature Document

I, _____, _____ of
_____, a corporation organized under the laws of the
State of _____, hereby certify that the following is a full and true copy of a
resolution adopted at a meeting of the Board of Directors of said company, duly held on the
_____ day of _____, 20____

“RESOLVED that _____ is hereby
authorized to make, execute and approve on behalf of this
company, any and all contracts and amendments and to execute
and approve on behalf of this company, other instruments, a part of
or incident to such contracts and amendments effective until
otherwise ordered by the Board of Directors”.

and I do further certify that the above resolution has not been in anyway altered, amended or
repealed, and is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my
hand and affixed the corporate seal of said company this

_____ day of _____, 20_____.

Signature

Title

**APPENDIX VIII
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines
Gift Certification**

Gift certification to accompany State Contracts with a value of \$50,000 or more in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 4-252, and Governor M. Jodi Rell's Executive Order No. 7C, para. 10.

I, Type/Print Name, Title and Name of Firm or Corporation, am authorized to execute the attached contract on behalf of the Name of Firm or Corporation (the "Contractor"). I hereby certify that between mm/dd/yy (planning date) and mm/dd/yy (date of the execution of the attached contract) that neither myself, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation of this contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the contracting state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract (if applicable) or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the state agency or quasi-public agency executing this contract, except the gifts listed below:

<u>Name of Benefactor</u>	<u>Name of recipient</u>	<u>Gift Description</u>	<u>Value</u>
<u>Date of Gift</u>			

List information here

Further, neither I nor any principals or key personnel of the Contractor, nor any agent of the above, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, the Contractor made its 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.

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

Commissioner of the Superior Court
Notary Public

APPENDIX IX
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Campaign Contribution Certification

Campaign contribution certification to accompany State Contracts with a value of \$50,000 or more in calendar or fiscal year, pursuant Conn. Gen. Stat. § 4-250 and Governor M. Jodi Rell's Executive Orders No. 1, para 8 and No. 7C, para 10.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby certify that during the two-year period preceding the execution of the attached contract, neither myself nor any principals or key personnel of the Name of Firm or Corporation who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of this contract, nor any agent of the above, gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-333b, except as listed below:

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

List information here

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

Signature

Date

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

Commissioner of the Superior Court
Notary Public

APPENDIX X

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

Policies and Guidelines

Consulting Agreement Affidavit

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.

This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

Yes No Is the Consultant a former state employee or public official?

If yes, provide the following information about the former state employee or public official:

- Former Agency:
- Date Such Employment Terminated:

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

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

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

Date

Commissioner of the Superior Court
Notary Public

APPENDIX XI

STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT Policies and Guidelines

PROHIBITION ON CAMPAIGN CONTRIBUTIONS BY PROSPECTIVE STATE CONTRACTORS

Pursuant to Public Act 05-05 of the October 25, Special Session, as amended by Public Act 06-137, effective on December 31, 2006, "principals" of state contractors and prospective state contractors are prohibited from donating and soliciting certain campaign contributions.

For purposes of this prohibition, a "prospective state contractor" includes the organization submitting a bid or proposal in response to this RFP. Effective December 31, 2006, the "principals" of a prospective state contractor are prohibited from making and soliciting contributions to, or for the benefit of, any candidate for statewide office, the General Assembly, or any political committee authorized to make contributions to any such candidate, or any party committee. This prohibition remains in effect throughout the entire term of the resulting contract for the organization awarded the contract through this RFP. For those prospective state contractors who are not awarded a state contract as a result of this RFP, the prohibition terminates upon receipt of notice that the resulting contract has been awarded to a different organization.

The bidder shall include a completed State Contractor Principals Selection Form - SC 2 (Rev. 7/2006)
- To obtain an electronic copy of Form SC 2 send a request, via e-mail to the Issuing Office (Part 1 Section C) by e-mail.

APPENDIX XII

Total TANF Federal, MOE & CCDF Expenditures Claimed FFY 2006 All Agencies by Program

Department of Corrections

Adult Education	6,016,442
Substance Abuse	1,733,185
Total	<u>7,749,627</u>

Department of Children and Families

Case Mgmt Services	48,495,665
Substance Abuse Screening	153,808
Treatment & Prevention Child Abuse	3,918,589
Family Preservation Svcs	4,053,340
Safe Homes	-
EA Foster Care & Res Trt Svcs	4,908,947
Substance Abuse Svcs	977,546
Local Systems of Care	119,670
Community Emergency Services	79,672
Family Violence Services	329,754
Early Childhood Development	1,484,067
Support for Recovering Families	2,997,483
Months 5 -12	1,941,702
IV-E Balance	1,640,956
Ind Family Support	136,528
Intensive In Home Svcs	-
Extended Day Treatment	5,678,063
Child Guidance Clinic	-
FST	3,845,215
Case Management: Investigations	<u>39,252,288</u>
Total	120,013,291

Department of Education

Family Resource Centers	5,617,997
Adult Education	522,272
Youth Services Bureau	2,331,670
Priority School Districts	25,404,049
Priority School Districts-ESH	3,417,300
#REF!	-
Interdistrict Coop Grant	307,208
Young Parents Program	224,393
#REF!	-
School Readiness	<u>48,049,201</u>
Total	85,874,090

Office of Policy and Management

LEAP	850,000
Neighborhood Youth Centers	<u>24,037</u>
	874,037

Department of Mental Health & Addiction Services

Special Population	18,699,460
Problem Gambling	<u>369,394</u>
Total	19,068,854

Judicial	
Residential Drug Treatment	921,661
IOM	-
Truancy Prevention	-
Juvenile Supervision	-
Juvenile Justice Ctrs	2,160,324
STARS	590,591
ADP	1,648,335
AIC	2,081,076
MST	4,704,025
CBJA	612,448
CDC	1,924,538
Total	14,642,997
Office of Workforce Competitiveness	
Job Funnel	189,742
Department of Higher Education	
CICS Dependent	5,311,081
CICS Independent	417,348
CAPS Dependent	7,629,332
CAPS Independent	1,803,704
Total	15,161,465
Department of Mental Retardation	
Respite Centers	279,340
Respite Grants	647,190
Total	926,530
Department of Social Services	
Temporary Family Assistance (SID 16090)*	115,193,057
Diversions	14,601
Safety Net (SID 16128)	1,780,507
Transportation (SID 16129)	2,734,700
Prevention of Teen Pregnancy (SID 16177 & 17032)	2,361,981
State Funded Medicaid for Non-Citizens	12,698,859
DOL Special Benefits	854,577
TANF Admin	19,112,213
CCDF Admin	2,050,725
Child Care Subsidy (SID 16147)	75,710,770
SID 12181 High Performance Bonus Funds	4,117,888
Day Care Projects (SID 12224)	436,346
Child Day Care (SID 16052)	7,761,831
School Readiness (SID 16158)	3,916,648
Child Day Care (SID 17022)	3,816,100
CCMIS	3,607,816
TANF Outreach	128,101
EMS Overpayment Recoupment	208,930
Child Support Disregard	1,744,378
Total	258,250,028
Department of Labor	
DOL Admin	1,382,991
DOL Safety Net IPC	318,026
DOL Services	15,375,305
Total	17,076,322
Office of the State Treasurer	

CHEFA (Treasury) 2,310,680

Grand Total 542,137,664

Please Note: Amounts in excess of the State's TANF grant award and MOE requirements are reserved for potential use if future adjustments are necessary.

Total Number of Programs

18	DSS
4	DOL
1	Treasury
2	DOC
17	DCF
8	SDE
2	OPM
2	DMHAS
1	OWC
7	Judicial
4	DHE
2	DMR
68	Total

APPENDIX XIII

CONNECTICUT DEPARTMENT OF SOCIAL SERVICES
PUBLIC ASSISTANCE COST ALLOCATION PLAN



For a Requested Effective Date of July 1, 2006

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SECTION VII: COST IMPACT	ERROR! BOOKMARK NOT DEFINED.

ATTACHMENTS

- A. LIST OF FEDERAL AND STATE PROGRAMS AND MISCELLANEOUS GRANTS*
- B. ACRONYM LIST*
- C. RANDOM MOMENT SAMPLING OPERATION*
- D. TIME STUDY FORMS AND INSTRUCTIONS*
- E. TRANSACTION COUNT EXAMPLES*

COMMISSIONER'S CERTIFICATION

PUBLIC ASSISTANCE COST ALLOCATION PLAN

In accordance with 45 CFR 95.507(a)(8), I certify that:

1. The information contained in the Connecticut Department of Social Services Public Assistance Cost Allocation Plan effective July 1, 2006 is prepared in compliance with Office of Management and Budget Circular A-87.
2. The costs are accorded consistent treatment through the application of generally accepted accounting principles appropriate to the circumstances.
3. An adequate accounting and statistical system exists to support the Cost Allocation Plan.
4. The information provided in support of the proposed cost allocation plan is accurate.

Signature: _____ Date: _____
Michael P. Starkowski
Deputy Commissioner

EXECUTIVE SUMMARY

The Connecticut Department of Social Services (DSS) is the State agency designated to administer the Medicaid Program, the State Children's Health Insurance Program (SCHIP), Temporary Assistance to Needy Families (TANF), Food Stamps, Child Care, Refugee Assistance, Vocational Rehabilitation, and is the State Agency on Aging for Older Americans Act Programs. The Department has multiple other functions and responsibilities including Child Support and administration of Community Services and Grants such as Housing, Energy, and Weatherization Assistance. DSS operates as a State supervised/State administered public assistance agency.

This Public Assistance Cost Allocation Plan (PACAP) has been prepared for the U.S. Department of Health and Human Services (USDHHS) pursuant to the following documents:

- ❑ Title 7 Code of Federal Regulations**
- ❑ Title 42 Code of Federal Regulations**
- ❑ Title 45 Code of Federal Regulations**
- ❑ DHHS Grants Administration Manual and**
- ❑ Implementation Guide for OMB Circular A-87 (ASMB C-10)**

The purpose of this PACAP is to document both the federal programs administered by the Connecticut Department of Social Services (DSS) and the procedures by which the administrative costs of DSS are allocated to these programs. This plan has a requested effective date of July 1, 2006 and will be updated as required by federal regulations.

The DSS PACAP consists of the following sections:

Section I Presents the overall description of the Department to clarify the management, administrative responsibilities, and accounting process used to support the cost allocation methodology presented in the PACAP.

- Section II** Presents the structure and functions of Executive Management reporting to the Commissioner.
- Section III** Presents the structure and functions of the staff under the Deputy Commissioner for Administrative Operations. This section contains descriptions of financial functions for the Department, quality assurance functions, and Medical Care Administration, which has responsibility for functions related to the Medicaid and SCHIP programs (including the HUSKY programs), and health care financing.
- Section IV** Presents the structure and functions of the staff under the Deputy Commissioner for Program Operations. The offices are: Assistance Programs (includes Food Stamps, Family Support, and Adult Support); Aging, Community, & Social Work Services; Child Support; and Rehabilitation Services (includes Vocational Rehabilitation and Disability Determination Services).
- Section V** Presents the structure and functions of the Regional Offices. There are three regions with offices providing eligibility and case maintenance functions for family, adult, aging, and long-term care related services, as well as social work services, and child support services.
- Section VI** Defines the method for accumulating administrative costs and the method for allocating administrative costs of DSS to the benefiting programs.
- Section VII** Presents the cost impact analysis of the administrative cost allocation methodology.

The attachments to the PACAP provide documentation for the narrative information presented in the plan and will be referenced, as appropriate, in the narrative plan.

This Plan will be kept current by the Department and will be revised to reflect major changes in the Department's organization or programs. Recommendations for corrections or questions concerning this plan should be directed to:

Mr. Lee Voghel, Director
Division of Financial Management & Analysis

Connecticut Department of Social Services

25 Sigourney Street, 7th Floor

Hartford, Connecticut 06106-5033

Phone: (860) 424-5842

SECTION I: DEPARTMENT ORGANIZATION

The Department of Social Services provides a broad range of services to the elderly, disabled, families, and individuals who need assistance in maintaining or achieving their full potential for self-direction, self-reliance, and independent living. To provide these services, the Department administers a variety of programs, including a number of Federal programs such as Temporary Assistance for Needy Families (TANF), Medicaid, the State Children's Health Insurance Program (SCHIP), Food Stamps, Child Care, Child Support, Vocational Rehabilitation, and Disability Determination Services. Provision of these services is facilitated through offices in three regions throughout the State. Community services for the Aged are funded under the Older Americans Act. The regional offices are supported by the Hartford central office that provides administrative support and establishes policies and procedures for the programs administered by the Department. A general description of the Department's programs follows.

PROGRAM DESCRIPTIONS

- **Services to Families – Prevention, intervention, and treatment services including, for example, domestic violence prevention services and family counseling services. Services to families might also include: financial assistance through the Temporary Family Assistance (TFA) program; child care assistance; medical assistance; housing subsidies and shelter services; Food Stamps; referral to employment and training services; and child support services (see additional detail on such services below).**
- **Services to the Aged – Services necessary to ensure the health, safety, and welfare of elderly persons, as well as services to assist elderly or aging persons with wholesome and meaningful living continuing to contribute to the strength and welfare of the State. Specific examples might include: community services such as employment services, caregiver support, disease prevention, health screening, in-home or congregate nutritional services; Food Stamps; and medical assistance (see additional detail on such services below).**
- **Services to Adults and Persons with Disabilities – Services to promote the physical, social and economic well being to adults and persons with disabilities under the age of 65. Specific examples might include financial assistance such as State Administered General Assistance or State Supplement; Food Stamps; medical assistance (see additional detail on such services below); or assistance in their home or at work through the PCA waiver program, ABI Waiver or in home services through the Community Based Services program to prevent institutionalization.**

- **Rehabilitation Services – Services to people with a significant physical or mental disability to assist them in their effort to enter or maintain employment. The agency also oversees a statewide network of community-based, consumer-controlled, independent living centers that promote independence for persons with disabilities. The Department determines medical eligibility for Social Security Disability Insurance or Supplemental Security Income benefits for individuals who are unable to maintain employment due to the severity of their disability.**
- **Medical Assistance – Under Medicaid and State Administered General Assistance (SAGA), the Department covers the costs of medical care for low-income individuals and families. HUSKY A is the Medicaid managed care program. The Department’s SCHIP program (HUSKY B) expands health coverage to uninsured children whose families earn too much for Medicaid but too little to afford private coverage; HUSKY Plus provides supplemental coverage for children with special health care needs enrolled in the HUSKY B program. The Department also administers Medicaid waiver programs, including home and community based services offering subsidized assisted living and personal care assistant services. The Connecticut Home Care Program (CHCPE) is a state and federally funded program that provides an array of home care services that helps eligible residents remain at home instead of prematurely going to a nursing facility. Through the Connecticut Pharmaceutical Contract to the Elderly and Disabled (ConnPACE), the Department helps low-income elderly and disabled meet the costs of prescription drugs. The Connecticut Aids Drug Assistance (CADAP) program pays for drugs determined by the U.S. Food and Drug Administration to prolong the life of people with AIDS, or HIV infection. The Connecticut Medicare Assignment Program (ConnMAP) ensures that eligible Medicare enrollees are charged no more than the reasonable and necessary rate established by the federal government for Medicare covered services received from health care providers. The Department also provides medical assistance to refugees, sets rates for long-term care facilities, and is the Certificate of Need agency for nursing homes and home health agencies.**
- **Financial Assistance – Temporary Family Assistance (TFA), State Supplement, and SAGA programs provide financial assistance to low-income families and individuals. The Department also provides financial assistance to refugees and sets rates for boarding homes.**

- **Nutritional Assistance – The Department provides daily meals and nutrition education to needy older people. Under the Food Stamps program the Department assists low-income families and individuals with the purchase of food items through Electronic Benefits Transfer (EBT).**
- **Energy and Weatherization Assistance – Assistance is provided to low-income individuals and families in meeting their heating and/or cooling needs. The assistance may be in the form of direct payment of heating/cooling bills, or cash payments to those who have energy costs included in their rent. The assistance also includes weatherization assistance as a conservation measure.**
- **Child Care – The Department provides financial assistance to families in meeting their child care needs in a variety of child care settings. Funds are also targeted to a variety of quality enhancement activities that support consumer education, provider training, and loans to improve and/or build child care facilities.**
- **Child Support Enforcement – The Department is responsible for managing disbursement of child support payments, administrative enforcement of child support orders, provision of primary child support services in the regional offices for both assistance and non-assistance clients, and establishment of cooperative agreements with other agencies for the performance of other child support functions.**
- **Emergency Assistance – The Department participates in the federal program to provide financial relief to victims of disasters.**
- **Housing – The Department provides a number of housing related services, including the Rental Assistance Program, the federal Section 8 Certificate and Voucher program, the Time-Limited Rental Assistance program, grants to shelters for the homeless, as well as a number of programs designed to prevent eviction and assist those without homes to find and enter permanent homes.**
- **Employment and Training - The Department provides education and training services to its adult, elderly, family, and disabled clients to improve their ability to obtain employment and become self-sufficient. For**

some clients, such as certain TFA clients, should the client need employment and training related services, the Department will refer them to the Department of Labor. The Department also provides employment and training opportunities for refugees and assists low-income individuals 55 and older in job placement or training.

A list of all federal and state programs and grants received by the Department is found in Attachment A. The list includes the federal share in administrative costs for programs and designated functions.

ORGANIZATION STRUCTURE DESCRIPTION

The Department of Social Services is headed by the Commissioner of Social Services. The Commissioner has responsibility for the overall strategic direction and operations of the Department. Moreover, the Commissioner's Office is responsible for the general administration of the Department, as well as the state and federal programs administered and operated by the Department and its staffs. Two Deputy Commissioners – one for Administrative Operations and another for Program Operations - assist the Commissioner's Office with implementing departmental policy and procedures, and the overall administration and support of the programs operated by the Department.

The Deputy Commissioner for Administrative Operations is responsible for central administrative functions that benefit all Department programs and services, including Quality Assurance, the Administrative Services Division, Information Technology Services, Contract Administration and Purchasing, and the Division of Financial Management and Analysis. In addition, the Deputy Commissioner for Administrative Operations is responsible for administration of the State's medical assistance programs.

The Deputy Commissioner for Program Operations is responsible for providing direct administrative and policy support for the public assistance, community service, and social service programs operated by the Department. The Deputy Commissioner for Program Operations has responsibility for the Aging, Community and Social Work Services Bureau, Assistance Programs, Child Support, and the Bureau of Rehabilitation Services.

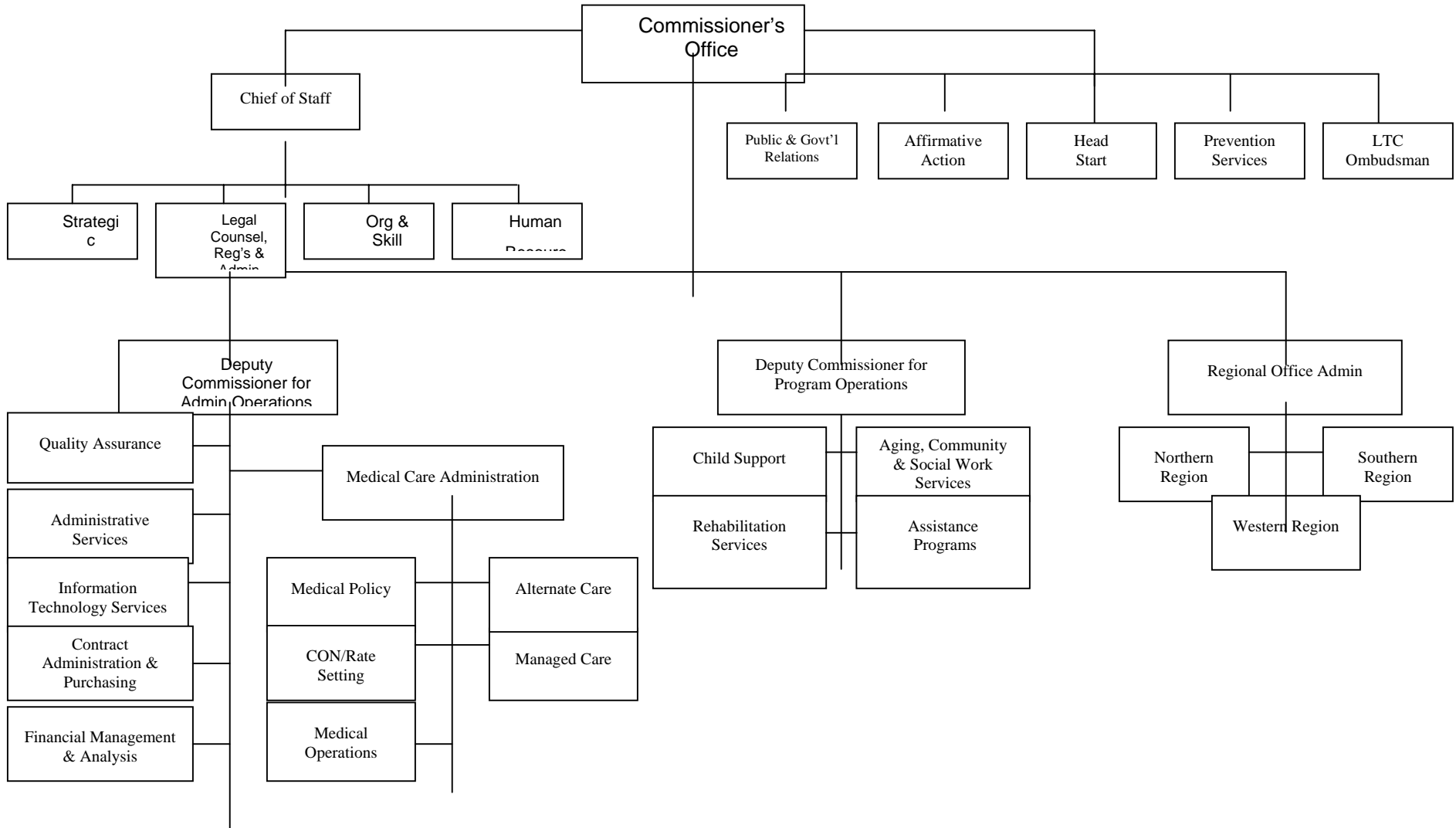
The Chief of Staff reports directly to the Commissioner of Social Services. The Chief of Staff has responsibility for Strategic Planning, the Legal Counsel, Regulations and Administrative Hearings function of the Department, as well as Organization and Skill Development of staffs, and Human Resources. The Chief of Staff is also responsible for the oversight and supervision of the staff and day-to-day operation of the Commissioner's Office. Additional duties include working with DSS divisions on service delivery to clients, and policy and procedure development impacting DSS clients and staff.

The Department is comprised of three service regions, each headed by a Regional Administrator. The three Regional Administrators report to the Commissioner. Each region has a main office and sub-offices staffed by personnel who perform intake and eligibility determination functions, case services and other activities, such as social work services, needed to administer the programs operated by the Department. In addition, services are provided through community-based agencies and funded by the Department.

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

To facilitate the review of this document, an organization chart of the described sections and units is provided as an exhibit at the end of each narrative section. These organization charts do not represent the actual DSS tables of organization (i.e., chart of accounts), but are provided to show the placement of each unit within the overall organization whose costs are charged to the programs operated by the agency. An overall Organization Chart of the Department follows.

Exhibit I-1. Department of Social Services Organization Chart



ACCOUNTING DESCRIPTION

All expenditures for the Department of Social Services (DSS) are accounted for in CORE-CT, the accounting system maintained and operated by the State Comptroller. The coding structure for identification and organization of expenditures is explained in Section VI. Included in the coding structure are Fund Codes, Special ID (SID) Codes, Department Codes, Program Codes, Project Grant Codes, and Account/Expenditure Codes (object/detail object). Also, CORE-CT captures spending plan information, with associated coding entered in Chartfield 1 of the system. Chartfield 2 of the system can accommodate an even greater level of detail expenditure classification to distinguish, for example match vs. Maintenance-of-Effort (MOE) expenditures.

The CORE-CT system is maintained by the Comptroller and accounts for all administrative expenditures incurred by the Department. The system may also account for administrative expenditures incurred by other agencies but allocated by the Department. The date that an administrative expenditure is recorded by the Comptroller establishes the quarter in which the expense will be recorded for cost allocation. The DSS Division of Financial Management and Analysis produces an electronic expenditure data file quarterly. Allocation methods used to distribute administrative cost pools are described in Section VI of this Public Assistance Cost Allocation Plan (PACAP). A brief summary of allocation methods is included below. Also, in Sections II - V of the PACAP, there will be an allocation method specified for each component of administrative costs related to the organization of the Department.

People-based allocations:

- ❑ **Department Allocation – Allocation to all organization units comprising the Department using the number of Full Time Equivalent (FTE) hours**
- ❑ **Department Allocation Modified – Allocation to all organization units comprising the Department using the number of FTE hours, excluding Disability Determination Services (DDS) and Vocational Rehabilitation Services (VRS)**
- ❑ **Bureau Allocation – Allocation to organization units comprising the Bureau using the number of FTE hours**
- ❑ **Division Allocation – Allocation to organization units comprising the Division using the number of FTE hours**
- ❑ **Office Allocation - Allocation to organization units comprising the Office using the number of FTE hours**
- ❑ **Region Allocation – Allocation to organization units comprising the three geographic regions using the number of FTE hours**

Time-based allocations:

- ❑ **Daily Time Logs**
- ❑ **Random Moment Sampling (RMS)**

Transaction-based allocations:

- ❑ **Assistance Unit (AU) Counts**
- ❑ **Case Counts**
- ❑ **Claims**
- ❑ **Contractor Statistics**
- ❑ **Quality Control Reviews**
- ❑ **Administrative Hearings & Appeals**
- ❑ **Training Hours**
- ❑ **Collection Transactions**

SECTION II: EXECUTIVE MANAGEMENT

Executive Management consists of the Office of the Commissioner, the Chief of Staff, the Deputy Commissioners for Administrative Operations and Program Operations, three Regional Administrators, and the additional Divisions and Offices described below. An organization chart for the Commissioner's Office is in Exhibit II-1.

2. Commissioner's Office

The Commissioner's Office is responsible for establishing the strategic direction for the Department, implementing departmental policy and procedures, and the overall administration and support of the programs operated by the Department. Reporting to the Commissioner are the Executive Management, Divisions, and Offices described below.

Allocation Method: Department Allocation, benefits all programs and grants

2.1. Public and Governmental Relations (PGR) Division

The Public and Governmental Relations Office is responsible for a full range of departmental communications, including legislative, media relations, Freedom of Information Act compliance, and information and referral activities supporting the Department. The PGR Office provides outreach and information and referral services in support of the HUSKY Plan (Healthcare for Uninsured Kids and Youth), Connecticut's combined Medicaid and State Children's Health Insurance Program. Outreach includes information and referral, customer service and facilitation of post-enrollment issues; written materials and updates; web-based information and email customer response (www.huskyhealth.com); participation with the Department of Labor's rapid-response team serving laid-off workers; customer service facilitation for families contacting the Department, legislators and Governor's Office; linkage with Department of Education and school food service directors; and support for work of local health and human service partners with information, advocacy and materials.

Allocation Method: Department Allocation, benefits all programs and grants, except staff direct charged to Title XIX for Medicaid Outreach activities

2.2. Affirmative Action Division

The Affirmative Action Division is responsible for developing and implementing policy as it relates to multiple State and Federal employee/client rights protection programs.

Allocation Method: Department Allocation, benefits all programs and grants

2.3. Head Start State Collaboration

The Head Start Collaboration Office is responsible for building collaborative relationships between Head Start and State programs in order to better meet the needs of low-income families and children within the State.

Allocation Method: Direct Charge to Miscellaneous Grants

2.4. Prevention Services

The Prevention Services Office is responsible for a variety of prevention issues, developing a focus on improved service to under serviced population, and represents the Department on a number of committees and advisory groups.

Allocation Method: Department Allocation, benefits all programs and grants

2.5. Long Term Care Ombudsman

The Long Term Care Ombudsman program provides advocacy to protect the health, safety, welfare and rights of residents of long-term care facilities. Program funding is provided through the Older Americans Act, Title VII and other sources including State funds. In addition to staff located at the central office, staff is located in the regions in order to provide direct services to long term care recipients statewide. Staff in this area may also be focused on Assisted Living functions.

Allocation Method: Direct charge to Ombudsman

2.6. Chief of Staff

The Chief of Staff reports directly to the Commissioner. The Office is directly responsible for the Human Resources Division, the Strategic Planning Office, the Organizational and Skill Development Division, and the Office of Legal Counsel, Regulations, and Administrative Hearings. The Chief of Staff is also responsible for the oversight and supervision of the staff and day-to-day operation of the Commissioner's Office. Additional duties include working with DSS divisions on service delivery to clients, and policy and procedure development impacting DSS clients as well as staff.

Allocation Method: Department Allocation, benefits all programs and grants

2.6.1.Strategic Planning Division

The Strategic Planning Office assists the Commissioner in developing and defining the purpose and future direction of the agency, coordinates the development of the agency's vision, mission, long-range goals and operating principles, and develops the agency's strategic plan. This office also includes staff dedicated to administration of the Community Services Block Grant (CSBG) program.

Allocation Method: Department Allocation, benefits all programs and grants, except staff direct charged to CSBG

2.6.2. Organizational and Skill Development Division

The Organizational and Skill Development Division is responsible for providing leadership in staff development (training) and organizational development activities that support organizational effectiveness in furtherance of the DSS mission and development of the agency culture. The Division is comprised of University of Connecticut staffs that operate under an inter-agency agreement between the University and the Department.

Allocation Method: Costs are allocated based on the ratio of training hours to benefiting programs and grants; Department Allocation, benefits all programs and grants, for general training costs not readily identifiable to benefiting programs and grants.

2.6.3. Office of Legal Counsel, Regulations, and Administrative Hearings

This Office includes the functions of in-house legal counsel, the promulgation of regulations, and the administrative hearing process.

Allocation Method: Office Allocation

2.6.3.1. Legal Counsel and Regulations

Legal staffs provide guidance and support on legal issues, including legislative issues to all program and administrative areas. The development, review and processing of regulations according to statute includes agency regulations from all program and administrative areas.

Allocation Method: Department Allocation, benefits all programs and grants

2.6.3.2. Administrative Hearings

Staffs conduct administrative hearings and appeals so service recipients and providers have an opportunity to be heard should the Department take an adverse action. Hearings are held for all program areas, but predominant programs receiving benefits are TANF, SAGA, Food Assistance, Medical

Assistance, Refugee, Child Support, Energy Assistance, IFG and State Supplement.

Allocation Method: Administrative Hearings and Appeals

2.6.4. Human Resources Division

Human Resources is responsible for addressing issues that impact human resource management for the agency as a whole, through development and coordination of policy issues and direction of labor relations activity with the objective of ensuring that the quality of Human Resource service throughout the Department remains consistent. Staff performs activities associated with classification and analysis of positions, position development, and recruitment including certification, exams, classifications, policies and procedures, and monitoring activities associated with the establishment, abolishment and modification of Departmental positions.

Allocation Method: Department Allocation, benefits all programs and grants

2.7. Deputy Commissioner for Administrative Operations

The Deputy Commissioner for Administrative Operations is responsible for central administrative functions including those performed by the Administrative Services Division, Quality Assurance, Information Technology Services, Contract Administration and Purchasing, and the Division of Financial Management and Analysis. The Deputy Commissioner is also responsible for Medical Care Administration, which performs functions related to the Medicaid and SCHIP programs (including the HUSKY programs), and health care financing. The role, functions, activities, and allocation methodology for the Deputy Commissioner for Administrative Operations are described further in Section III, Deputy Commissioner for Administrative Operations, of this Public Assistance Cost Allocation Plan PACAP.

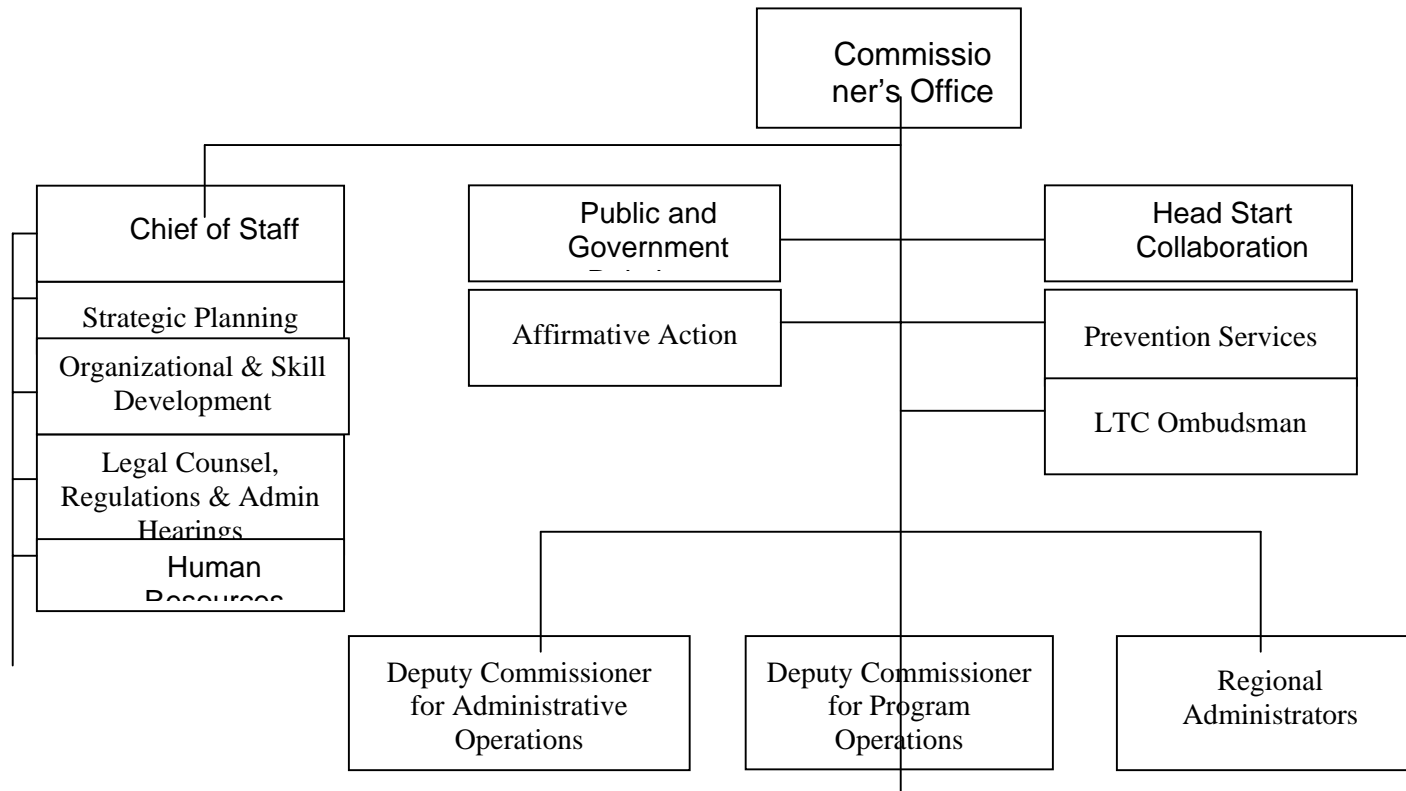
2.8. Deputy Commissioner for Program Operations

The Deputy Commissioner for Program Operations is responsible for the following: Assistance Programs; Aging, Community, & Social Work Services; Child Support; and Rehabilitation Services, including Vocational Rehabilitation and Disability Determination Services. The role, functions, activities and allocation methodology for the Deputy Commissioner for Program Operations are described further in Section IV, Deputy Commissioner for Program Operations, of this PACAP.

2.9. Regional Administrators

There are three Regions across the State with offices providing eligibility and case maintenance functions for family, adult, aging, and long-term care related services, as well as social work services and child support services. A Regional Administrator for each of the three regions reports directly to the Commissioner with responsibility for the management and operation of the offices in their respective Region. The Regional Administration and related cost pools are further described along with allocation methodologies in Section V, Regional Office Operations, of this PACAP.

Exhibit II-1. Commissioner's Office Organization Chart



SECTION III: DEPUTY COMMISSIONER FOR ADMINISTRATIVE OPERATIONS

3. Deputy Commissioner for Administrative Operations

The Deputy Commissioner for Administrative Operations reports to the Commissioner and is responsible for central administrative functions including those performed by the Administrative Services Division, Quality Assurance, Information Technology Services, Contract Administration and Purchasing, and the Division of Financial Management & Analysis. In addition, the Deputy Commissioner for Administrative Operations is responsible for Medical Care Administration. Each Office and Unit within Administrative Operations is described and the allocation method for the entity is specified. Organization Charts for Administrative Operations are found in Exhibits III-1 and 2.

Allocation Method: Department Allocation, benefits all programs and grants

3.1. Quality Assurance

The Quality Assurance Division is responsible for Department audits, quality control functions, and some of the Department's fraud detection and recovery activities. Staff reviewers are assigned to specific areas identified below. Division management and support staff benefit all programs.

Allocation Method: Division Allocation

3.1.1. Medical Audits

The Medical Audits unit performs federally mandated audits of various medical providers including physicians, hospitals, clinics, pharmacies, home health agencies, long term care facilities, and medical transportation that are paid through the Medicaid and state funded medical programs operated by the Department.

Allocation Method: Allocated to Title XIX and State Funded Medical Programs based on current quarter Assistance Unit Counts unless documented by Data Warehouse APD Time Log.

3.1.2. Internal Audits and Quality Control

The Chief of Internal Audits and Quality Control and related support staff are responsible for the Internal Audit and Quality Control functions described below.

Allocation Method: Office Allocation

3.1.2.1. Internal Audits

Internal Audit performs audits of DSS programs and grants and of electronic data processing systems.

Allocation Method: Department Allocation, benefits all programs and grants, if direct charge to program is not possible

3.1.2.2. Quality Control

Quality Control is responsible for the federally required reviews of Food Stamps and Medicaid. Child Care reviews may also be performed.

Allocation Method: Quality Control Reviews assigned by Program, weighted for standard time to complete

3.1.3 Fraud and Recoveries TPL

The Fraud and Recoveries ensures that DSS is the payer of last resort for the cost of a recipient's medical care, cash assistance, Food Stamps, and other programs by working with regional (resource) fraud investigation staff to determine how fraud investigations are performed, to prioritize the workload, and to coordinate referral of fraud cases to law enforcement agencies. There are two sections within the Fraud and Recoveries Unit 1) Third Party Liabilities and 2) Fraud and Recoveries The cost allocation for both units is outlined below.

Allocation Method: Office Allocation

3.1.3.1 Third Party Liability (TPL) Recoveries

The TPL section ensures that the Connecticut Medicaid (Title XIX) and state funded medical programs are the payers of last resort for recipients who have health insurance or benefit plans.

Allocation Method: Allocated to Title XIX and State Funded Medical Programs based on current quarter Assistance Unit Counts .

3.1.3.2 Fraud and Recoveries

The Fraud and Recoveries section ensures that DSS is the payer of last resort for the cost of a recipient's medical care, cash assistance, Food Stamps, and other programs by working with regional (resource) fraud investigation staff to determine how fraud investigations are performed, to prioritize the workload, and to coordinate referral of fraud cases. Recovery functions include liening client property, assignment of interests on client lawsuits, client tax intercepts, and client overpayment recoveries.

Allocation Method: Random Moment Sampling (RMS) program results for Fraud and Recoveries

3.1.4 External Audits

External Audits performs audits of various contracts DSS has with outside vendors and audits for the closeout of DSS grants.

Allocation Method: Department Allocation, benefits all programs and grants, if direct charge to program is not possible

3.2. Administrative Services Division

The Administrative Services Division has responsibility for Central Processing, Direct Services, and Operations.

Allocation Method: Division Allocation

3.2.1. Central Processing

Central Processing performs a variety of functions, including use of computer technology to detect fraud and abuse, newborn processing, performance of data matches with State Department of Corrections data, and identifying fleeing felons ineligible for assistance. Functions performed by Central Processing are similar to ones being performed by Regional Office staff, but they have been placed in the Central Office because it is more efficient to centralize the functions. Additional functions are outlined below.

Allocation Method: Duplicated Assistance Unit (AU) counts

3.2.1.1. Digital Imaging

This unit includes costs associated with finger printing individuals to deter fraud within DSS adult programs for TANF and SAGA.

Allocation Method: Duplicated Assistance Unit (AU) counts to TANF and SAGA

3.2.1.2. EBT

The EBT function supports the provision of TANF, State Supplement, Refugee and State Administered General Assistance payments, in addition to food benefits provided by the federal and state Food Stamps programs.

Allocation Method: EBT contractor statistics for Food Stamps and cash benefits; the costs allocated to Food Stamps are further allocated between federal and state Food Stamps based on the ratio of Assistance Unit (AU) counts, while the costs allocated to cash assistance are further allocated to TANF, State Supplement, Refugee, and State Administered General Assistance (SAGA) based on Assistance Unit (AU) counts.

3.2.2. Direct Services Unit

The Direct Services Unit supports eligibility and case maintenance functions related to revenue recoupment, including payments of SAGA vouchers, setup vendor files and issuance of DSS 1099's for programs operated through the Regional Offices.

Allocation Method: Duplicated Assistance Unit (AU) counts to TANF, SAGA, and federal and state Food Stamps.

3.2.2.1. New Hires Initiative

The New Hires Unit receives, analyzes and disseminates bi-monthly data from a DSS and Department of Labor (DOL) New Hires data match about newly employed DSS clients. All active recipients are required to report new employment information to their eligibility worker within 10 days. The DSS/DOL Labor Match identifies cases where this may not have occurred. Information collected in the DSS/DOL data match is carefully examined and researched by the unit. As part of the work process, clients are informed about the information obtained and are required to disclose more detailed information about their employment to their assigned Regional Office eligibility worker. Once processing is complete, the results are compiled and are utilized to monitor and re-evaluate ongoing client benefit needs including appropriate levels of cash, food stamp and medical services. The goal of the group is cost savings generated by early discovery of unreported earnings that affect the level of food, cash and medical benefits.

Allocation Method: Duplicated Assistance Unit (AU) counts to TANF, SAGA, Title XIX, State Funded Medical Assistance, Refugee and federal and state Food Stamps

3.2.3. Operations

Operations has responsibility for Facilities Support Services and Production Services

Allocation Method: Office Allocation

3.2.3.1. Facilities Support Services

Facilities Support Services is responsible for leases, security, facility-related criminal investigations, janitorial services, record retention, motor vehicles, maintenance agreements, and grounds keeping. General agency support also includes telephone, relocation services, assistance to the regions, and inventory.

Allocation Method: Department Allocation, benefits all programs and grants

3.2.3.2. Production Services

Production Services is responsible for mailroom services (including postage), courier service, printing and duplicating projects, design and duplication of forms, document preparation, and coordination of off site duplication.

Allocation Method: Department Allocation Modified, excludes Disability Determination Services and Vocational Rehabilitation Services

3.3 Information Technology Services

The Information Technology Services (ITS) Division of the Department of Social Services has two distinct sections, Information Technology (IT) and non-IT.

The IT section, referred to as Technology Services, is responsible for the technical computer systems changes, maintenance and administration. This includes operations (batch and on-line processing), applications development (including programming and systems analysis) and data base administration.

The non-IT side of ITS provides support to the IT side as well as supplying other services to the Department, the Legislature, other State Agencies, and the general public. The non-IT division of ITS, is referred to as ITS Support Services.

3.3.1. Technology Services

Technology Services is responsible for DSS technical computer systems changes, maintenance and administration, which includes mainframe applications administration, data base administration, computer mainframe operations, telecommunications, user

support, Local and Wide Area Network administration, and micro systems application development. TS systems analysts, programmers, and data processing staff identify their effort through time logs to programs including, but not limited to TANF, Child Care (CCDF), Child Support, Adult Supplement, SAGA/GA, Food Assistance, Medical Assistance, HUSKY, Refugee, EMS, Health Insurance Probability and Accountability Act (HIPAA), EBT, MMIS Re-procurement APD, Common Front End LAN/WAN, Welfare Reform (PRWORA) and Food Stamp Reinvestment. When a cost supports a system (e.g., EMS, MMIS) the costs will be identified and allocated based on appropriate statistics from the respective system. The costs attributable to HIPAA are allocated based upon duplicated Assistance Allocation Units (AU) to all benefiting programs, since all programs utilize medical information in some form. For those costs assigned to Medicaid, the Medical Claims allocation basis is utilized. If a system cost supports only one program, it will be directly charged. If a system cost supports only one program it will be direct charged. All staff and associated staff expenses identified as general support, or not directly identifiable to a system or program, will be allocated using the Department Allocation, benefits all programs and grants. Supervisory and administrative support staff within the TS functions will be distributed based on the hours reported on the Technology Services Time Logs.

Allocation Method: TS Time Log (see Attachment D); allocated costs to benefiting programs/systems based on the actual hours identified to benefiting programs/systems; costs not directly identifiable to benefiting programs/systems are allocated utilizing the Department Allocation, benefits all programs and grants.

3.3.2. ITS Support Services

ITS Support Services encompasses the broad range of responsibilities and duties staff provide to the Department, other State Agencies and the general public. Within ITS Support Services are three units, i.e., the Systems Planning Division, the Information Services Unit, and the User Support Group (EMS and CCSES).

Allocation Method: Division Allocation for Support Services

3.3.2.1. Systems Planning

Systems Planning is responsible for providing overall ITS project management and planning activities for EMS, CCSES, and PC projects. In addition, it is responsible for ITS budget and spending plan completion; Departmental forms and forms transmittal development (hard copy and intranet), dissemination, and ordering; records (including DSS client case record information) retention and management. Systems Planning also acts as a liaison for DOIT/DSS interactions and is responsible for the Information Technology Agency Review and Planning group.

Allocation Method: Department Allocation Modified

3.3.2.2. Information Services

Information Services is responsible for creating and modifying EMS management reports; performing analysis and documenting and defining the methodology for quality control selection criteria and outcomes and reporting the results to federal and state entities; compiling data and reporting on the TANF high performance bonus and TANF participation rates; creating and modifying regional “download” files; analyzing and writing requirements for ad-hoc reports as well as validating the report results; responding to outside queries for information; and performing general data analysis.

Allocation Method: Duplicated Assistance Unit (AU) counts

3.3.2.3. EMS User Support Services

EMS User Support Services tests new computer software and changes to EMS from a user’s perspective before the changes are moved into the production region of the system; provides Help Desk Support for EMS users; Project Management of EMS systems changes; prepares detailed systems specification for business requirements.

Allocation Method: Duplicated Assistance Unit (AU) counts

3.3.2.4. CCSES User Support Services

CCSES User Support Services tests new computer software and changes to the Child Support/CCSES system from a user’s perspective before the changes are moved into the production region of the system; provides Help Desk Support for CCSES users; Project Management of CCSES systems changes; assists with detailed systems specification for business requirements.

Allocation Method: Direct charge to Child Support IV-D unless documented by Child Support IV-D APD Time Logs

3.4 Contract Administration and Purchasing

Contract Administration Division facilitates contract and procurement activities conducted by the Department including development, negotiation and processing of contracts and the development, issuance and facilitation of procurement activities. Purchasing functions include the purchase and/or leasing of equipment, supplies, and services for the continued operation of the Department.

Allocation Method: Department Allocation, benefits all programs and grants

3.5 Medical Care Administration

Medical Care Administration is responsible for analyzing issues, determining policy, and designing and undertaking new initiatives related to Medicaid. Medical Care Administration also has overall responsibility for administering the Department's medical care programs that provide medical care to low-income individuals and families. These programs include Medicaid; HUSKY A as Medicaid Managed Care, HUSKY B - Medical Care (Title XXI-SCHIP) for low income children that do not qualify for Medicaid; Connecticut Home Care Program for Elders (CHCPE) and Community Based Services Waiver; school based health care; certification of need for facilities (includes Medicare); Connecticut Pharmaceutical Assistance Contract to the Elderly and Disabled Program (ConnPACE), a State funded program to assist low income elderly and disabled persons meet the costs of prescription drugs; Connecticut AIDS Drug Assistance Program (CADAP), a state and federal (Ryan White) funded program for low income persons with AIDS; and State Administered General Assistance (SAGA) program, state funded medical assistance for low income clients who do not qualify for Medicaid or HUSKY. Staff and associated expenses identified to one of the programs identified above are direct charged or allocated to benefiting programs using the methodologies described below.

**Allocation Method: Division Allocation to organization units comprising 3.5.
(Medical Care Administration)**

3.5.1 Medical Policy

The Medical Policy unit is responsible for medical policy, planning and implementing new program initiatives, and program analysis and ad hoc reporting. Functions also include the development, implementation and evaluation of Medical Care Administration policies. This includes the development of new regulations, rewriting existing policy in regulatory format, and regulatory amendments; policy guidance, updates, and clarifications including policy transmittals, bulletins, and the implementation of new legislation; managing the Medicaid State Plan and changes to the State Plan; and the promulgation of fee schedules in conjunction with the CON and Rate Setting unit. The unit also provides data analyses to support planning and the design and implementation of new policy and program initiatives, including those analyses necessary to promote and manage healthcare quality and access. The unit will also develop reports to support the management of new initiatives, respond to ad

hoc requests for analyses from within and outside of the Department, and plan selected research activities including monitoring, evaluation, and accountability procedures. Staffs in the Medical Policy unit that meet the requirements for designation as Skilled Professional Medical Personnel (SPMP) will have costs reimbursed at the SPMP FFP rate of 75%. Any SCHIP-related costs are reimbursed at 65%. Some staff may be associated with non-reimbursable state only activities and will be allocated as 0% reimbursable. All other staff will be eligible for reimbursement at the 50% FFP rate.

Allocation Method: Health Care Program Case Count Allocation, SPMP at enhanced rate. Should there be any SCHIP costs, they will be allocated at 65%; non-reimbursable costs will be allocated as 0% claimable.

3.5.2 Certificate of Need (CON) - Rate Setting

The Department administers the Certificate of Need (CON) program for evaluating the State's need for additional health care facilities. The program is federally funded. The unit manages rate setting for the facilities and school-based children's health, as well as setting rates for State funded programs.

Allocation Method: Allocated to Title XIX and State Funded Medical Programs based on current quarter Assistance Unit (AU) counts

3.5.3 Medical Operations

Medical Operation is responsible for overseeing the administration, policy, regulations and operations of fee for service Medicaid and related health care programs for the agency's clients. Medical Operations supports all activities relating to the processing, authorizing, policy, regulations, reporting and monitoring of the medical assistance services the Department pays for as required by federal and state statutes. The Medical Operations Division is comprised of five distinct functional areas – Medicaid Information Technology Services, Provider Relations, Pharmacy Programs, Medical Review and Utilization, and Program Policy and Regulations. There is staff in Medical Operations who meet the requirements of designation as Skilled Professional Medical Personnel (SPMP) with reimbursement of costs and appropriate related expenses at the SPMP FFP rate of 75%. Any SCHIP-related costs are reimbursed at 65%. Some staff may be associated with non-reimbursable state only activities and will be allocated as 0% reimbursable. All other staff will be eligible for reimbursement at the 50% FFP rate.

Allocation Method: MMIS Claims Allocation, SPMP at enhanced rate. Should there be any SCHIP costs, they will be allocated at 65%; non-reimbursable costs will be allocated as 0% claimable unless documented by MMIS APD Time Logs

3.5.3.1 Medical Review Team

The Medical Review Team performs utilization review and prior authorization for specified medical services, and do contract monitoring of the CT Peer Review Organization. The Medical Review Team reviews and authorizes non-citizen emergency assistance and determines nursing home level of care, as well as administers Connecticut's model waivers. There is staff in Medical Review and Utilization that meets the requirements of designation as Skilled Professional Medical Personnel (SPMP) with reimbursement of costs and appropriate related expenses at the SPMP FFP rate of 75%. Any SCHIP-related costs are reimbursed at 65%. Some staff may be associated with non-reimbursable state only activities and will be allocated as 0% reimbursable. All other staff will be eligible for reimbursement at the 50% FFP rate.

Allocation Method: MMIS Claims Allocation, SPMP at enhanced rate. Should there be any SCHIP costs, they will be allocated at 65%; non-reimbursable costs will be allocated as 0% claimable.

3.5.3.2 Provider Relations Team

The Provider Relations Team responds to inquiries from providers, clients, and the general public concerning the medical assistance programs. Provider Relations is responsible for directing and coordinating all areas of the fee for service provider enrollment process. Provider relations also has oversight responsibility for claim processing issues, the publication and updating of the provider specific fee schedules, provider billing manuals and provider bulletins. Provider Relations also triages multi-faceted issues related to the Connecticut Medical Assistance Program and aids clients and providers by resolving complex billing problems and by assisting clients in locating fee for service providers. There is staff in Provider Relations who meet the requirements of designation as Skilled Professional Medical Personnel (SPMP) with reimbursement of costs and appropriate related expenses at the SPMP FFP rate of 75%. Any SCHIP-related costs are reimbursed at 65%. Some staff may be associated with non-reimbursable state only activities and will be codes as 0% reimbursable.

Allocation Method: MMIS Claims Allocation, SPMP at enhanced rate. Should there be any SCHIP costs, they will be allocated at 65%; non-reimbursable costs will be allocated as 0% claimable.

3.5.3.3 MMIS Team

The MMIS Team provides staff and oversight of contractors who are providing support for the claims payment system that is used by Medicaid, the State Administered General Assistance Program (SAGA), Connecticut AIDS Drug Assistance Program (CADAP), the Connecticut Pharmaceutical Assistance Contract to the Elderly and the Disabled Program (ConnPace) programs. System development and implementation efforts follow approved Advanced Planning Documents (APD) and Implementation APDs to identify costs eligible at enhanced Medicaid FFP rate.

Allocation Method: MMIS Claims Allocation. MMIS operations costs will be allocated based on MMIS claims by benefiting program with costs allocated to Title XIX allocated at the applicable MMIS rate (50%, 75%, or 90%); Should there be any SCHIP costs, they will be allocated at 65%; non-reimbursable costs will be allocated as 0% claimable. allocated

3.5.3.4 Pharmacy Team

The Pharmacy Team directs the pharmacy benefits for the CADAP, the ConnPace Program, the Medicaid Program, and the SAGA Program. All CADAP application and eligibility determination processes and card issuance is performed within this unit. The staff also oversees and directs the contracted fiscal agent in the application and eligibility determination process for the ConnPACE Program. The Pharmacy Team has responsibility for coordinating the drug manufacturer rebate programs and monitors the contract for the Retrospective Drug Utilization Review Program. There are staffs in the Pharmacy Program Team who meet the requirements of designation as Skilled Professional Medical Personnel (SPMP) with reimbursement of costs and appropriate related expenses at the SPMP FFP rate of 75%. Any SCHIP –related costs are reimbursed at 65%; Some staff may be associated with non-reimbursable state only activities and will be allocated as 0% reimbursable. All other staff will be eligible for reimbursement at the 50 percent FFP rate.

Allocation Method: MMIS Claims Allocation, SPMP at enhanced rate. Should there be any SCHIP costs, they will be allocated at 65%; Non-reimbursable costs will be allocated as 0% reimbursable.

3.5.4 Alternate Care

The Alternate Care unit is responsible for the development, operation and monitoring of the Connecticut Home Care Program for Elders (CHCPE) and Community Based Services Waiver. The CHCPE is a state and federally funded comprehensive home care program designed to enable elders who are at risk of institutionalization to receive

services they need to remain living in the community. Alternate Care staffs are located in both the central office and in field offices throughout the state. The unit determines financial and functional eligibility, approves care plans, and monitors service utilization and care plan cost limits. This unit is also responsible for administering and performing a portion of the pre-admission screening required by the Omnibus Budget Reconciliation Act (OBRA) Nursing Home Reform Act, including screening all individuals applying for admission to a Medicaid certified nursing facility for mental illness and mental retardation. Further, this unit also screens individuals for level of care and approval of nursing home placement who are sixty-five years and older, are Medicaid eligible, or whose Medicaid application is pending and are seeking nursing home placement. The cost and appropriate related expenses of staff meeting the requirements for designation as Skilled Professional Medical Personnel (SPMP) will be allocated at the SPMP FFP rate of 75%.

Allocation Method: Allocated to Title XIX (50 percent FFP rate or 75% SPMP FFP rate) and State Funded Medical Programs based on current quarter Assistance Unit (AU) counts

3.5.5 Managed Care

The Managed Care Division has administrative and operational responsibilities for the Medicaid Managed Care program (HUSKY A); the State Children's Health Insurance Program (SCHIP or HUSKY B) funded under Title XXI; HUSKY Plus (children enrolled in HUSKY B who have intensive physical or behavioral health needs); Non-emergency Medical Transportation; Dental Initiatives; and the Connecticut Community HealthCare Initiative (CCHI). Functions of the Managed Care Division include program analyses; quality assurance; managed care capitation payments; fee-for-service provider fee schedule updates; managed care enrollment; managed care regulations and policy development; program reporting; and contract monitoring. There are staffs who meet the requirements of designation as Skilled Professional Medical Personnel (SPMP) with reimbursement of costs and appropriate related expenses at the SPMP rate. allocatedAny SCHIP – related costs are reimbursed at 65%; Some staff may be associated with non-reimbursable state only activities and will be allocated as 0% reimbursable. All other staff will be eligible for reimbursement at the 50 percent FFP rate

Allocation Method: Health Care Program Case Count Allocation, SPMP at enhanced rate;allocated. Should there be any SCHIP costs, they will be allocated at 65%; Non-reimbursable costs will be allocated as 0% claimable.

3.6 Financial Management & Analysis

Financial Management & Analysis is responsible for Payroll and Accounting Support, Client Accounting Services, Budget, Funds Management and Reporting, and Actuarial and Analytical Support. These functions are described below.

Allocation Method: Division Allocation

3.6.1 Budget

The Budget group is responsible for budgeting for over \$4 billion in state funds. Ongoing functions of this group include developing periodic estimates of agency spending, facilitating the development of agency budget options, and providing updates on the status of the budget process for the agency.

Allocation Method: Department Allocation, benefits all programs and grants

3.6.2 Client Accounting Services

The functions of Benefit Accounting, Accounts Receivable, and the Convalescent Accounting units combine to form the Client Accounting Services group. The Benefit Accounting unit is responsible for the management of funds associated with our benefit/entitlement programs. The Convalescent Accounting unit is also responsible for accounting activities related to the long-term care portion of the Medicaid program. As the vast majority of our receivables are related to our Medicaid program and closely related to the actions of our Benefit Accounting unit, the Accounts Receivable unit is located within this service center.

Allocation Method: Department Allocation, benefits all programs and grants, except for separate long term care/convalescent section which is directly charged to Title XIX.

3.6.3 Fund Management and Reporting

The Fund Management and Reporting service center is is charged with meeting both the internal Division and external program area fund management and reporting needs. Among the activities coordinated through this service center are fund postings to the State accounting system and related internal systems, the development of reporting mechanisms to support operational and external agency needs, the maintenance of the chart of accounts, GAAP reporting and shared oversight of the spending plan process.

Allocation Method: Department Allocation, benefits all programs and grants

3.6.4 Payroll, Federal , and Accounting Support

The Payroll,Federal and Accounting Support group consists of payroll and several accounting functions. By bringing together various support functions, accounting

policies and procedures to support the agency are better coordinated and build upon a shared accounting expertise and overall direction. The functions combined under this area include Accounts Payable, Cash Management, Child Support Accounting, Federal Funds and Payroll.

Allocation Method: Department Allocation, benefits all programs and grants, except for separate Child Support section which is directly charged to Title IV-D.

3.6.5 Actuarial and Analytical Support

The Actuarial and Analytical Support unit supports Department efforts in areas related to Medicaid program changes, revenue and other programs by providing significant, in-house analytical capacity within the Department. This unit is responsible for the development of capitation rates, pursuing revenue initiatives, and providing the analytical support for State Medicaid waivers and State Medicaid Plan Amendments, as well as providing actuarial and analytical support to other program areas within the Department as needed. This unit will work closely with units in the Department's Medical Care Administration Division, other program divisions, other units of the Division of Financial Management and Analysis, other state agencies, and the federal government.

Allocation Method: Department Modified Allocation

Exhibit III-1. Deputy Commissioner for Administrative Operations Organization Chart – 3.0 through 3.6

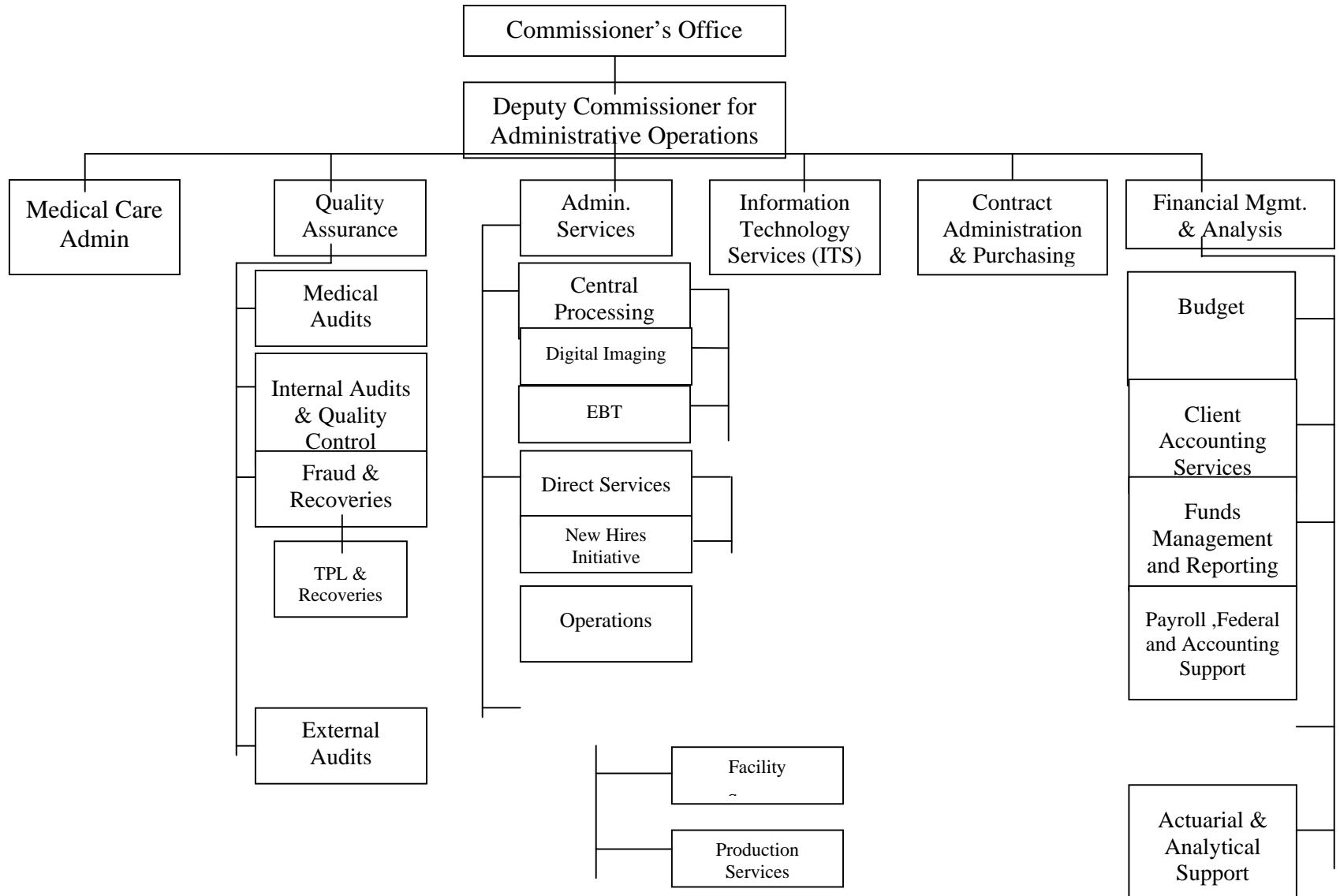
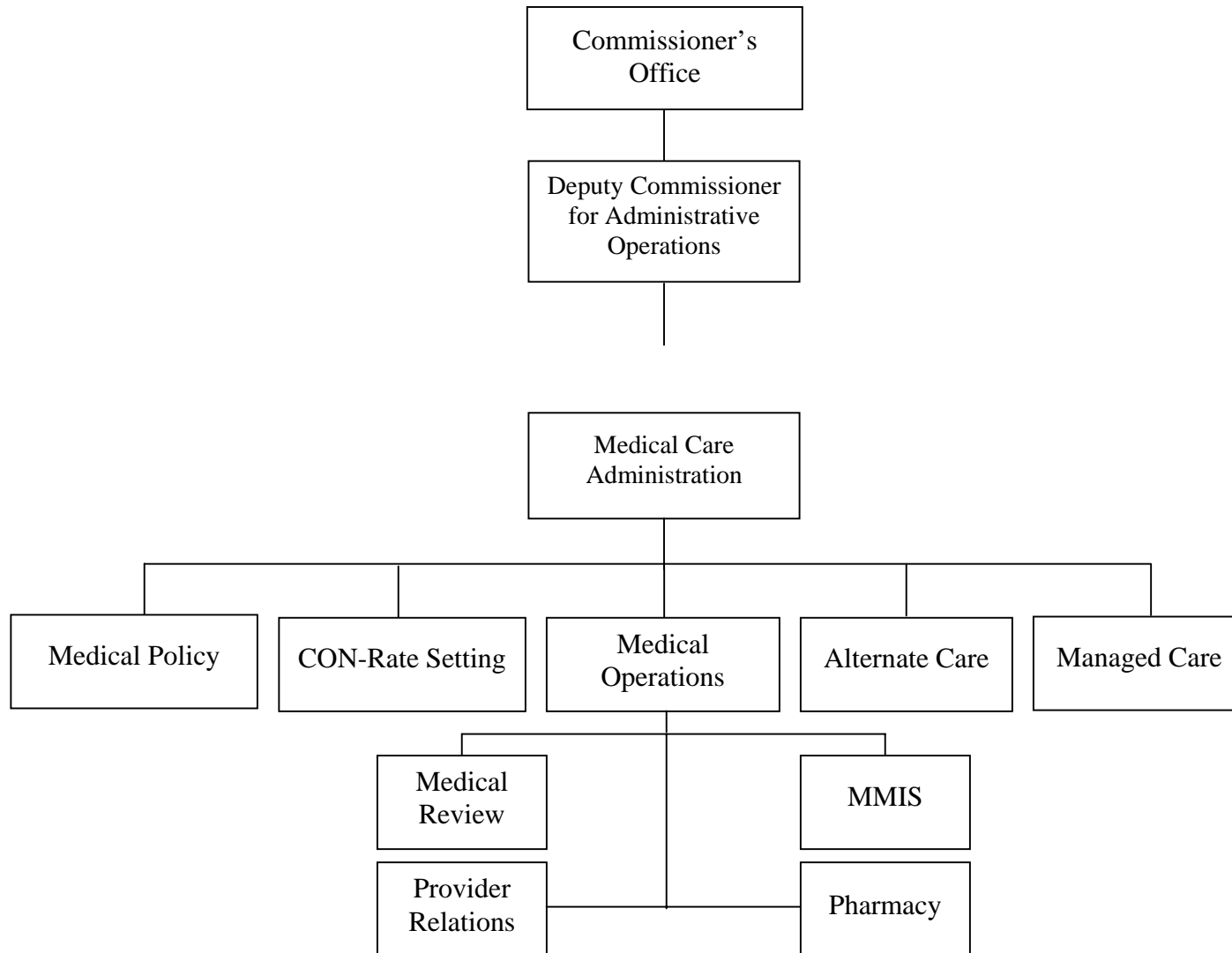


Exhibit III-2. Deputy Commissioner for Administrative Operations Organization Chart – Medical Care Administration (3.5)



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H.

SECTION IV: DEPUTY COMMISSIONER FOR PROGRAM OPERATIONS

4. Deputy Commissioner for Program Operations

The Deputy Commissioner for Program Operations reports to the Commissioner and is responsible for Assistance Programs; Aging, Community, & Social Work Services; Child Support; and Rehabilitation Services including Vocational Rehabilitation and Disability Determination Services. Program staffs at the central office support the operations of the regions. An organization chart for the Deputy Commissioner for Program Operations is found in Exhibit IV-1.

Allocation Method: Department Allocation, benefits all programs and grants

4.1. Child Support Enforcement

The Bureau of Child Support Enforcement fulfills the Department's responsibilities to the Federal Office of Child Support Enforcement as the lead child support agency in the State of Connecticut. This includes ensuring that the Child Support Program is carried out in accordance with all applicable federal and state laws and regulations. The Bureau is responsible for administration and overall oversight of the entire Connecticut Child Support Program as mandated by Title IV-D of the Social Security Act and Section 17b-179, as amended, of the Connecticut General Statutes. Specific functions include managing disbursement of child support payments, administrative enforcement of child support orders, provision of technical assistance and oversight of primary child support services in the Regional offices for both assistance and non-assistance clients, and establishment of cooperative agreements with other agencies for the performance of other child support functions.

Allocation Method: Direct charge to Title IV-D at 66 percent (including data processing); paternity testing at 90 percent.

4.2. Rehabilitation Services

The Bureau of Rehabilitation Services comprises the Vocational Rehabilitation Services (VRS) program and Disability Determination Services (DDS).

Allocation Methodology: Bureau Allocation

4.2.1. Vocational Rehabilitation Services

Vocational Rehabilitation Services (VRS) administers the Public Vocational Rehabilitation Program, which is designed to assist individuals with significant physical and mental disabilities to prepare for, obtain and maintain employment. A wide range of individualized services are provided at the regional level, which may include but are not necessarily limited to: vocational counseling and guidance, job placement, assessment

services, skill training, vehicle and home modifications, and employment supports. VRS also operates the Connect-to-Work Center, which administers programs and grants designed to identify and eliminate barriers that serve to prevent or limit those with significant disabilities from participating in employment. Finally, VRS also provides oversight and planning responsibilities of a statewide network of consumer controlled independent living centers that promote independence and community living for persons with significant disabilities.

Allocation Method: Direct charge Vocational Rehabilitation Services

4.2.2. Disability Determination Services

Disability Determination Services (DDS) administers the disability adjudication responsibility for individuals applying for Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI). These programs provide cash benefits to individuals who are unable to maintain employment due to the severity of their disabilities. Staff at DDS collect and analyze existing medical information on claimants, and may arrange for additional assessments when required in order to determine if an individual meets the definition of disability under the Social Security Administration's regulations. In addition to new claims, the DDS also is responsible for determining periodically if individuals found eligible in the past continue to meet the eligibility requirements of the two above-referenced programs.

Allocation Method: Direct charge to Disability Determination Services

4.3. Aging, Community & Social Work Services

Aging, Community, & Social Work Services is responsible for Aging Services including Aging Community Service Grants under Title III of the Older American's Act (OAA) and Elder Rights under Title VII of the OAA, Community Services, and Social Work Services, as well as Energy Services and Refugee Assistance.

Allocation Methodology: Bureau Allocation

4.3.1. Aging Services

Programs managed by Aging Services include social, health, educational, cultural and nutritional programs that assist older people to live with dignity, security and independence. Staffs are responsible for the development of state and federal plans, coordination of statewide grants, policy development, the design of program outcome measures, and the development of operational procedures. Staffs work closely with agencies on aging and other agencies in the aging network to ensure that elders have access to supportive services. Aging Services administers services that improve the quality of life for elders and their caregivers such as respite care, disease prevention, health promotion, employment services and volunteer opportunities. Through Title III of the Older Americans Act (OAA), services such as in-home services; nutritional services (home delivered meals and congregate meals); and other support services are offered to elders. Staff also administers the CHOICES Program, Connecticut Partnership for Long

Term Care, National Family Caregiver Program, Senior Community Services Employment Program and the Medicare Waste Patrol Project (Medi\$ave).

Allocation Method: Direct charge to Elderly Services

4.3.2. Community Services

Staff administer various community based services and grants including but not limited to: bond funds; grants provided under SSBG, TANF, Human Resource Development, and Community Services State Funds contracts such as those for family programs, substance abuse services, prevention and intervention services, protective services for children, and special services for youth; homeless shelter grants; AIDS shelter grants; Transitional Living programs; and The Emergency Food Assistance Program (TEFAP).

Allocation Method: Direct charge to Community Services and State Funds, as appropriate

4.3.3. Energy and Refugee Services

The Energy and Refugee Services Division has responsibility for the administration of the various energy programs available to low income individuals and families to assist in meeting their heating costs, and medical and other services designed to assist eligible refugee populations within the state.

Allocation Method: Division Allocation

4.3.3.1. Energy Services

Staffs focused on Energy Assistance administer various programs to provide assistance to clients served by the local community action agencies in cooperation with municipal and other non-profit human service agencies. The LIHEAP program assists low-income households in meeting their winter heating costs whether the heating source is a utility or a deliverable heating fuel. LIHEAP funds can also be used to help low-income households deal with energy-related crises. Efforts also include administering the Department's Weatherization program, which assists households at or below 200% of the federal poverty level by implementing energy conservation measures that will increase the energy efficiency of the dwelling and lower their energy costs.

Allocation Method: Direct charge to Weatherization or LIHEAP as appropriate

4.3.3.2. Refugee Assistance

Staff assigned solely to Refugee Services Program Administration. The State Refugee Coordinator works with the Voluntary Agencies (Volags) and the CT Coalition of Mutual Assistance Associations to assist refugees with resettlement in Connecticut. DSS administers the federally funded cash and medical assistance program to this population, as well as providing direction to the Volags in utilization of resettlement dollars.

Allocation Method: Direct charge to Refugee Assistance

4.3.4. Social Work Services

Social Work Services addresses uniformity and consistency in social work services issues among the various programs within the Department. Social work activities provided by the Department in the regional offices and outside agencies are the primary focus. Prevention services are also a key component of the scope. The unit provides administration over programs such as domestic violence prevention and services, family counseling, teen pregnancy prevention, eviction prevention, families in training, family planning, protective services for the elderly, elder abuse prevention, long term care mandatory reports of abuse and neglect, conservator of estate and person, personal services, personal care assistance, acquired brain injury, and community based services. Social Work Services also are responsible for primary supervision of social work staff in the regional offices.

Services administered by social work staff to regional office clients include domestic violence prevention and services, family counseling, teen pregnancy prevention, eviction prevention, families in training, family planning, protective services for the elderly, elder abuse prevention, long term care mandatory reports of abuse and neglect, conservator of estate and person, personal services, personal care assistance, acquired brain injury, and community based services. These staffs work in the regional offices but have a primary reporting relationship to Program Operations in the central office.

Allocation Method: Random Moment Sampling (RMS) program results

4.3.5 Assistance Programs

Assistance Programs is responsible for the Department's public assistance, child care and housing subsidy programs. This includes the state's Temporary Assistance for Needy Families (TANF) program, including Temporary Family Assistance, the TANF cash assistance program. Assistance Services is also responsible for the following programs: Child Care subsidies and grants, Food Stamps, State Administered General Assistance (SAGA), State Supplement, Section 8 Housing Choice Voucher, State Rental Assistance (RAP), eligibility for the Medicaid program, as well as administration of the Individual and Family Grant (disaster assistance) Program.

Allocation Method: Bureau Allocation

4.3.6 Family Services

The Family Services Division coordinates the planning, development and implementation of programs, services and grants which support families in achieving or maintaining self-sufficiency and independent living. The Division provides technical support to regional offices to ensure that services to clients are provided in a uniform consistent manner.

Allocation Method: Division Allocation

4.3.6.1 Child Care

The Child Care Unit is responsible for the evaluation and establishment of child care policies that support the mission of DSS as well as federal and state goals and objectives. A goal of the Child Care Unit is a coherent coordinated system of program operations and service delivery, which is seamless for both customers and staff. To this end, the Child Care Unit's functions include development of a streamlined system of funding, State Plan development, regulation, technical assistance to the public and other State agencies, program evaluation, monitoring, research, legislative activity, training, and customer services which result in quality child care services for all children.

Allocation Method: Direct charge to CCDF Administration

4.3.6.2 Family Support

The staffs are responsible for the development of state and federal plans, coordination of statewide grants, policy development, the design of program outcome measures, and the development of operational procedures for programs including Temporary Family Assistance (TFA)/TANF and family medical (eligibility) programs. Staffs work closely with Regional Office planners, grant consultants, service delivery staff, and others to integrate planning, regulations, and program development with service delivery. Central Office family services administrative office staff and costs not directly assignable to a program are allocated in the following manner.

Allocation Method: Duplicated Assistance Unit (AU) counts for TANF and Title XIX

4.3.6.3 Individual & Family Disaster Grants (IFG)

Individual & Family Disaster Grants (IFG) are provided under Federal Emergency Management Agency's (FEMA) auspices. The cash grants are limited to a predetermined maximum set by FEMA and to the extent that the individual or family cannot meet expenses for serious needs from any other source. Staff from Family Services, as well as other parts of the Department may work in this area, depending on the emergency.

Allocation Method: Direct charge to Individual & Family Disaster Grants (IFG), or time logs to identify effort of staff

4.3.7 Housing Services

Housing Services has administrative responsibility for housing subsidy programs. This includes the Federal Section 8 program, as well as the State Rental Assistance, the Transitional Rental Assistance program, and the Security Deposit Program. Funding includes HUD Housing Section 8 administration funds.

Allocation Method: Direct charge Miscellaneous Grants Allocation

4.3.8 Adult Services

The Adult Services Division develops and oversees the administration of programs, services and grants that support single, non-elderly adults and married couples without dependent children. The Division is also responsible for administering programs related to financial and medical support of elderly persons. The Division has lead responsibility for a number of programs and grants that serve all age groups. These include the Food Stamp program, State Administered General Assistance (SAGA), State Supplement, Medicaid to the Aged, Blind & Disabled, Connecticut Assistance for Organ Transplant Recipients (ConnTRANS), and Connecticut Insurance Assistance Program for AIDS Patients (CIAPAP), and other grant programs.

Allocation Method: Division Allocation

4.3.8.1 Adult Support

Staffs are responsible for administering programs and activities related to State Supplement, Medicaid for the Aged, Blind and Disabled, Connecticut Assistance For Organ Transplant Recipients, Connecticut Insurance Assistance Program for AIDS Patients, and State Administered General Assistance (SAGA). SAGA provides both cash assistance to residents who do not meet the requirements for the TANF or State Supplement programs, as well as medical assistance to residents who do not meet the requirements for the Medicaid program. Adult Services staffs develop state and federal plans, coordinate statewide grants, develop policy, design program outcome measures, and develop operational procedures. Staffs work closely with regional office planners, grant consultants, service delivery staff, and others to integrate planning, regulations, and program development with service delivery.

Allocation Method: Adult Assistance duplicated Assistance Unit (AU) counts to SAGA/State Funded Medical, State Supplement, and Medicaid for the Aged, Blind and Disabled

4.3.8.2 Food Stamps Administration

Staff assigned solely to Food Stamps Administration. The Food Stamp Program State Exchange and EBT State Exchange costs are direct charged to Federal Food Stamps.

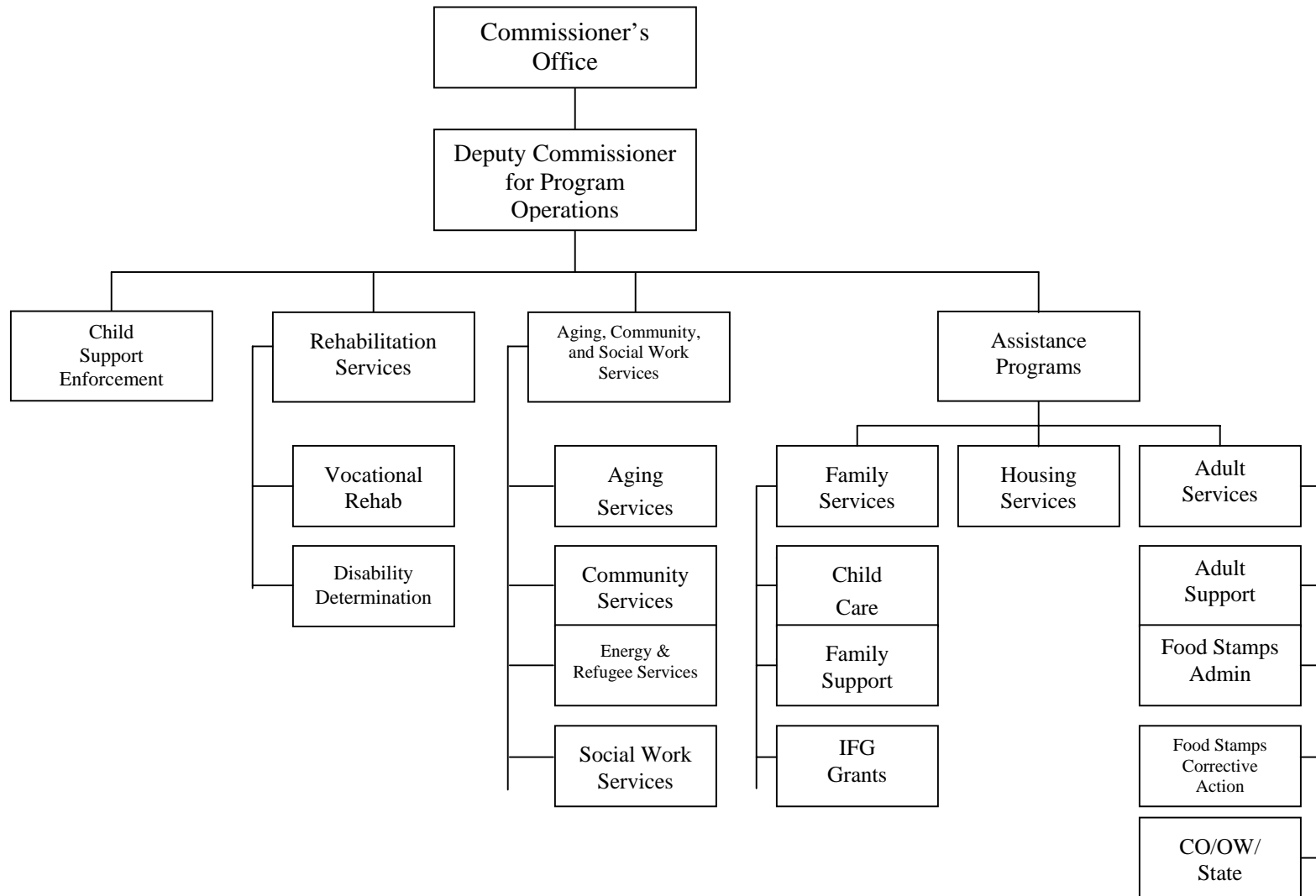
Allocation Method: Federal or State Food Stamps based on the ratio of Assistance Unit (AU) counts by benefiting program, or Direct charge to Federal Food Stamps as discussed above

4.3.8.3 Food Stamps Corrective Action

Staffs are out-stationed in the regions to review the establishment of initial and ongoing eligibility for the federal Food Stamp program. This quality control effort was originally initiated through funding for a Food Stamp Reinvestment Agreement whereby the State identified resources to meet the agreed upon Maintenance of Effort (MOE); this MOE has since been met.

Allocation Method: Federal or State Food Stamps based on the ratio of Assistance Unit (AU) counts by benefiting program

Exhibit IV-1. Deputy Commissioner for Program Operations Organization Chart



I.

SECTION V: REGIONAL OFFICE OPERATIONS

5. Overview of Regional Operations

The Department administers services through offices in three regions. Each of the three regions has an administrator reporting to the Commissioner. A brief description of each of the three regions is provided below.

- Northern Region – serves 59 towns through four offices in Hartford, New Britain, Manchester, and Willimantic.
- Southern Region – serves 55 towns through three offices in New Haven, Middletown, and Norwich.
- Western Region – serves 57 towns through five offices in Bridgeport, Stamford, Waterbury, Danbury, and Torrington.

Note that regional offices have relationships with community action agencies to facilitate provision of additional services. Regional offices refer clients to these agencies as appropriate. These agencies may also conduct initial screenings of individuals potentially eligible for services administered by the Department's regional offices, therefore facilitating expanded access to these regional office services. These offices are not a component of the Department, and therefore their administrative costs and allocation methodologies are not covered in this discussion of regional office operations.

Exhibit V-I includes an organizational chart providing an overview of basic organization components in the three regions pertaining to allocation of the related administrative costs. Organizational structure varies from office to office in terms of the degree of generalization of caseworker function for intake and case maintenance. For example all caseworkers in a given office may handle both intake and case maintenance for adult, family, elderly, and long term care-related cases. However, in another office caseworker responsibilities may be divided so that, for example, some caseworkers handle only adult intake, while others handle only adult case maintenance, etc. Despite this variance in functional office organization, most caseworkers have the possibility of working on multiple benefiting programs, facilitating common allocation methodologies across all offices in all regions as outlined later in this PACAP section (Section V).

In addition to regional office management and administrative support staff, regional offices include caseworkers for intake and case maintenance for medical and assistance programs, and social work staff. Intake and case maintenance staff may be assigned to satellite locations. Also, additional intake staffs dedicated to eligibility determination for Medicaid are out-stationed in selected hospitals, other health care facilities, and other state agencies. Some social work staff may serve clients in more than one regional office. Regional offices also include child support staff and resource investigation (client fraud) staff, and some offices house Rehabilitation Services staff. Rehabilitation Services staff report to Program Operations. Allocation of the Rehabilitation Services staff is in accordance with Section IV of this PACAP. Finally, regional offices include human resources and training staff. Human Resources staffs have a primary reporting relationship to regional administration. Training staff (Organizational and Skill Development) have a primary reporting relationship to the Chief of Staff in the Commissioner's Office; allocation of the Organizational and Skill Development staff is described in Section II.

5.1. Regional Administration

Regional administrators, field operations management, human resources staff, and administrative/management support staff are allocated to all programs administered by the regional offices. Note that the general administrative support staff provide overall administrative support to regional office operations (e.g. clerical, mailroom, supplies) and may also assist with client reception and tasks related to Electronic Benefits Transfer and digital imaging. There may also be staff, such as regional planners, providing general management support to regional administrators.

Allocation Method: Region Allocation

5.1.1. Intake/Case Maintenance/Service Worker

Each Regional Office determines eligibility and maintains cases for services to families who need assistance and have children in the home, adults under age of 65 without children in the home, and elderly over 65 years of age including long-term care related cases. Activities include identification of individual or family eligibility for services, assessment and problem identification; referral to prevention, intervention, treatment and/or employment services for families and adults, and services to ensure health, safety and welfare of elderly persons.

'1931' activities are those administrative activities that qualify under Federal rules pertaining to section 1931 of PRWORA and that may be allocated at 75 percent or 90 percent Federal matching rate depending on the nature of the activity and conditional upon the balance of funds remaining in the State's 1931 allotment. Examples of programs benefiting from these staff include the following: TANF, Medicaid, Refugee, federal Food Stamps program, State Funded Food Stamps, Medicaid and State Administered General Assistance.

Allocation Method: Random Moment Sampling (RMS) program results. To the extent that expenditures are related to 1931 and federal funds are available, then costs may be allocated to 1931 at the applicable rate (i.e., 90 percent or 75 percent)

5.1.1.1. Management and Support

Administrative management and support staffs will be allocated to the programs administered by the program staff in which they support.

Allocation Method: Random Moment Sampling (RMS) program results

5.1.2. Resources Investigation

Resources investigation (client fraud) staffs in the regional offices work to identify fraud and, if applicable, recover overpayments or issuances. Fraud identification activities may include investigation of financial resources of applicants and recipients of public assistance. These activities may be coordinated with the Department's central office.

Allocation Method: Random Moment Sampling (RMS) program results

5.1.2.1. Management and Support

Administrative management and support staffs will be allocated to the programs administered by the program staff in which they support.

Allocation Method: Random Moment Sampling (RMS) program results

5.1.3. Child Support Services

Each regional office administers child support services for both assistance and non-assistance cases. This includes locating non-custodial parents, establishing paternity, obtaining child support orders and collecting child support payments on behalf of families. Dedicated child support staff in the regional offices includes caseworkers, management, and administrative support.

Allocation Method: Direct charge to Title IV-D

5.1.3.1. Management and Support

Administrative management and support staffs will be allocated to the programs administered by the program staff in which they support.

Allocation Method: Direct charge to Title IV-D

5.1.4. Food Stamps Corrective Action

Staffs out-stationed in the regions to review the establishment of initial and ongoing eligibility for the federal Food Stamp program. This quality control effort was originally initiated through funding for a Food Stamp Reinvestment Agreement whereby the State identified resources to meet the agreed upon Maintenance of Effort (MOE); this MOE has since been met.

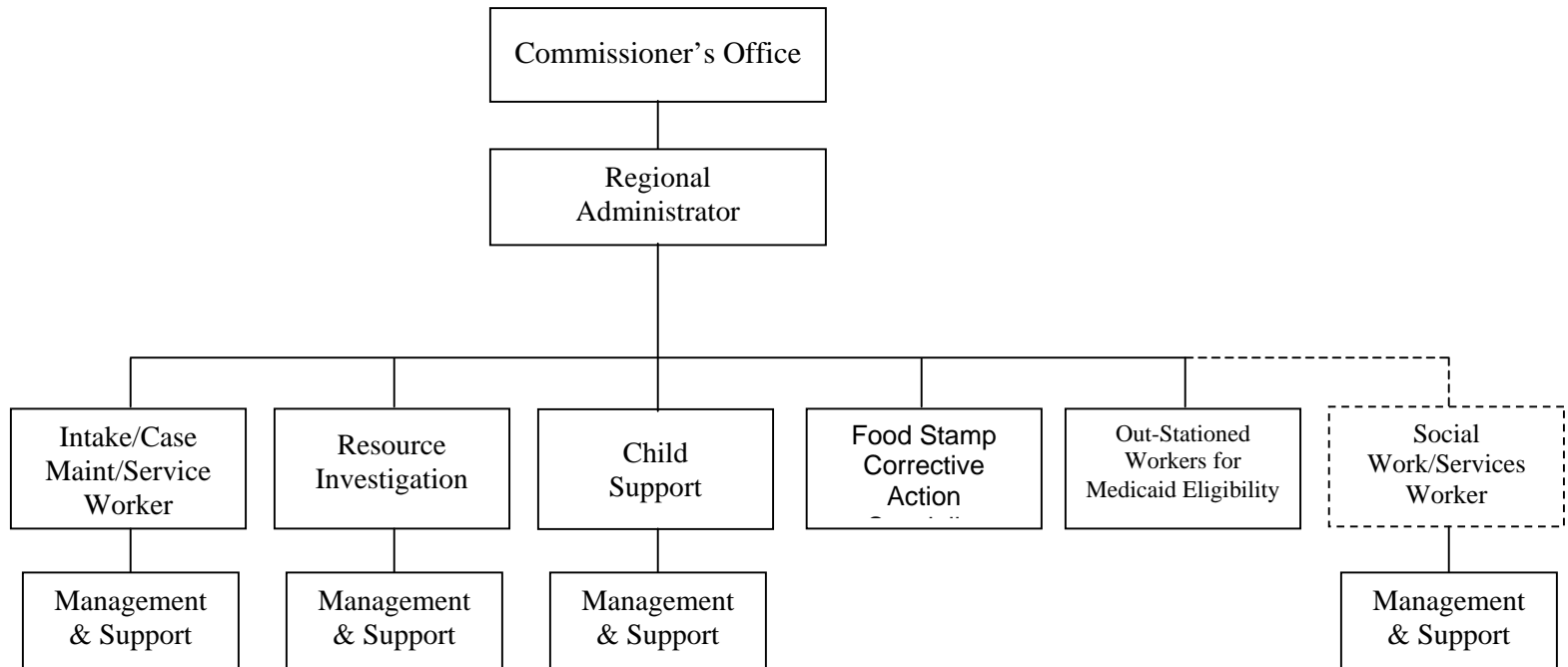
Allocation Method: Federal or State Food Stamps based on the ratio of Assistance Unit (AU) counts by benefiting program

5.1.5. 5.1.5 Out-Stationed Workers for Medicaid Eligibility

Intake staff dedicated to determining Medicaid eligibility can be out-stationed in hospitals or other health care facilities.

Allocation Method: Direct charge to Title XIX

Exhibit V-1. Exhibit V-1: Organization Chart Depicting Regional Organization for Cost Allocation Purposes



SECTION VI: ALLOCATION OF ADMINISTRATIVE COSTS

The Public Assistance Cost Allocation Plan (PACAP) is used to determine the appropriate methodology to distribute administrative costs to the benefiting programs and grants. As such, the PACAP does not identify the direct program costs provided to clients through cash assistance, food assistance, medical services, or employment services. The PACAP does identify how costs accumulate and the allocation methodology used for assigning administrative costs to the benefiting programs. This section of the PACAP describes the details of administrative cost accumulation and of each allocation methodology identified. The allocations identified include people-based, time-based, and transaction-based methodologies.

6. Department of Social Services Account Structure

All expenditures for the Department of Social Services are accounted for in Core-CT, the statewide accounting system maintained and operated by the State Comptroller. Included in the coding structure are Fund Codes, Special ID (SID) Codes, Department Codes, Program Codes, Project Grant Codes, and Expenditure Codes (object/detail object). Also, CORE-CT is used to maintain spending plan information, with associated coding entered in Chartfield 1 of the system. Chartfield 2 of the system can accommodate an even greater level of detail expenditure classification to distinguish, for example match vs. Maintenance-of-Effort (MOE) expenditures. The codes are described below.

Fund Code

The Fund Code is a five-digit code that defines the fund. For example, the General Fund is Fund Code 11000 and the Capital Equipment Purchase Fund is Fund Code 12051.

Special ID (SID)

The Special ID (SID) is a five-digit account number assigned by the Comptroller. The SID may be unique only within the context of a specific fund and agency. An example is personal services from the General Fund with Fund Code 11000 and SID 10010.

Department Code

Department Codes are eight character codes for the Department of Social Services. The first three characters for all Department of Social Services Department codes are always “DSS”. The last five characters are a five digit number. Each Department Code is indicative of an organizational unit and its related function. For example, Department code DSS60421 indicates general Human Resources functions performed by the Department of Social Services, Human Resources division.

Program Code

Program Codes are five digit numbers that capture Department of Social Services transaction detail at a high statewide program level. For example, Program Code 52002 is to be used to denote transactions related to Food and Nutritional/Basic Needs.

Project Grant Code

Project Grant Codes are 15 character codes identifying the type of expenditure being recorded to a particular grant/funding source. For example, DSS00000030401 indicates transactions for administrative costs under the DOE Weatherization grant.

Account/Expenditure Code

Account/Expenditure Codes are five digit codes that provide additional detail as to type and purpose of expenditure. Examples of account/expenditure codes include:

**50110 Salaries and Wages – Full-time
50150 Salaries and Wages – Part-time
51874 Printing and Binding
53331 Electricity
53820 Cellular Communication Services**

Chartfield 1

Chartfield 1 provides for six-digit codes that, as noted above, can be used for spending plan purposes.

Chartfield 2

Chartfield 2 provides for eight-digit codes for additional transaction classification. As noted above, this facilitates an even greater level of detail to distinguish, for example match vs. Maintenance-of-Effort (MOE) expenditures. A specific example is Chartfield 2 Code DSS00621 that indicates Maintenance-of-Effort for the Child Care and Development Fund.

The CORE-CT system accounts for all administrative expenditures incurred by the Department, except for the costs identified in the sections below. The system may also account for administrative expenditures incurred by other agencies but allocated by the Department. The date that an administrative expenditure is recorded by the Comptroller establishes the quarter in which the expense will be recorded for cost allocation. The DSS Division of Financial Management and Analysis produces an electronic expenditure data file quarterly. Allocation methods used to distribute administrative cost pools are described in this PACAP section. Also, in Sections II through V of the PACAP there are allocation methods specified for each component of administrative costs related to the staffing organization of the Department.

TYPES OF ADMINISTRATIVE COSTS

6.1. Salaries

The largest administrative expenditure category is salaries. The Payroll and Accounting Support unit within the Division of Financial Management and Analysis has on-line input into the Comptroller's PeopleSoft system. Each Department of Social Services employee is assigned a Department Code to account for all salaries by Department in the agency. For each Department Code, salaries are reported in three categories: one for full-time staff, one for part-time staff, and one for temporary staff.

In addition, accrued vacation and sick leave is accounted for separately from regular salaries. Upon termination the accrued benefit is treated as an indirect cost and allocated using the Department Allocation, benefiting all programs and grants. This Department Allocation is further described later in this PACAP section.

6.2. Other Expenses

The Department records administrative costs through the payment mechanism established by the State Comptroller. Under that process the Department prepares vendor bills or other documents identifying the expenses that are to be paid for by the Comptroller. The Department assigns appropriate CORE-CT coding describing the type of expenditure. The benefiting program/grant and administrative component of the organization benefiting from the expenditure is assigned through the CORE-CT coding (see discussion of Core-CT coding in 6.0 of this PACAP section). Travel is an example of an expenditure that utilizes this methodology for treatment of Other Expenses. Other examples of direct charge expenses utilizing this methodology are MIS rental, MIS services and Transportation of Clients. Other expenditures that are allocated by the Department as administrative costs include, but are not limited to the following:

6.2.1. Non-Emergency Medical Transportation (NEMT)

Connecticut's Medicaid State Plan (State Plan) provides for necessary non-emergency medical transportation of Medicaid clients to and from providers of Medicaid-covered services for categorically and medically needy groups. The Department contracts with organizations for the coordination of these non-emergency medical transportation services, which are responsible for authorizing, arranging, and through

subcontracts providing transportation services. The Department pays the contracted organizations monthly payments based on a per person rate. The capitation payment amounts reflect the Department's estimate of the monthly enrollment and transportation costs that would otherwise occur in the fee-for-service setting. These payment amounts are allocated to Title XIX at the standard 50% administrative federal financial participation (FFP) rate. These costs are not allocated in CORE-CT, but are based upon per person-based vendor billings provided to the Department.

6.2.2. Administrative Services Organization (ASO) for the Behavioral Health Program

The Department contracts with an Administrative Services Organization (ASO) which is the primary vehicle for organizing and integrating clinical management processes across the payer streams. The ASO is responsible for administering the behavioral health benefits for enrollees in the HUSKY A program and the federally subsidized portions of the HUSKY B program, including those benefits formerly managed by the HUSKY Managed Care Organizations (MCOs) and their behavioral health subcontractors.

The ASO is also responsible for administering the behavioral health benefits for children who are not otherwise enrolled in HUSKY A or HUSKY B, but who may be involved with the Department of Children and Families (DCF) through the Voluntary Services program, child protective services, or juvenile justice. DCF will determine whether and to what extent these populations are enrolled and have their benefits administered by the ASO. To the extent that they are enrolled, they are entitled to a limited benefit package, consisting primarily of DCF funded community services such as home-based psychiatric services, therapeutic mentoring, and EMPS. These children are enrolled in a special eligibility category ("D05") that is reserved exclusively for those children who are conferred limited behavioral health benefits.

Additionally, the ASO is responsible for managing the residential stays of children referred by DCF who may not be enrolled in HUSKY A, HUSKY B, or D05 and, accordingly, may not be identified in the eligibility file provided to the ASO by the Department.

The contracted administrative payments to the ASO are allocated to Title XIX, Title XXI (S-CHIP) and state funded medical assistance using the ratio of clients enrolled by benefiting program. Further, Title XIX expenditures that are determined to be PRO-like, will be documented and allocated at the 75% rate of federal reimbursement.

6.3. Capital Equipment

Costs for capital equipment will be depreciated in accordance with the depreciation schedule in effect at the time the equipment is acquired. The depreciated costs of the Capital equipment will be allocated to the program benefited by the equipment.

6.4. Other Governmental Agency Expenditures

There are costs that are incurred by governmental agencies other than the Department of Social Services that support the Department's programs. These costs may be comprised of direct, indirect and/or administrative costs of the other agency including, for example, the value of fringe benefits paid by the State Comptroller for state agencies and the value of the other agency's costs that are allocated to the Department of Social Services through the Statewide Cost Allocation Plan (SWCAP). Other agency costs may be billed, certified, or allocated to (but not necessarily actually reimbursed by) the Department of Social Services. These costs are reported to the Department of Social Services by the outside agencies and allocated to benefiting programs in accordance with the appropriate allocation methodology. The purchased services charged to federally funded programs will be subject to federal financial participation at the eligible rate in accordance with applicable federal regulations and the approved state plan. Expenditures attributable to a non-federal program will not be matched with federal funds. Other governmental agency expenditures allocated through the Department's cost allocation plan include, but are not limited to the following:

6.4.1. Statewide Cost Allocation Plan (SWCAP)

Statewide Cost Allocation Plan (SWCAP) identifies central agency services furnished (but not billed) to the Department. Costs included in this cost code are detailed in the State's negotiated agreement with the Department of Health and Human Services each year. Most SWCAP costs will be allocated using the Department Allocation basis (please see description of this allocation methodology later in this PACAP section) using the number Full Time Equivalent (FTE) staff hours in the central and regional offices that support each of the state and federal programs operated by the Department. The SWCAP costs that represent allocated costs from the Department of Administrative Services (DAS) Collections Recovery Unit will be separately identified and allocated to benefiting state and federal programs using the number of collections transactions by benefiting program (please see DAS-Collections methodology later in this PACAP section).

6.4.2. Fringe Benefits

The State Comptroller pays for fringe benefits and direct charges to cost pools based upon actual usage. The Comptroller's methodology is approved by U.S. Department of Health and Human Services in Section II of the SWCAP agreement.

6.4.3. Workers' Compensation

The State Comptroller facilitates payment of the costs of providing Workers' Compensation benefits. The Comptroller's methodology is approved by the U.S.

Department of Health and Human Services in the SWCAP agreement. Within the approved SWCAP memorandum to the heads of all state agencies, a schedule is provided by the State Comptroller of the actual amount of Workers' Compensation costs paid on behalf of each Department. The Department separately identifies the reported Workers Compensation cost and allocates it to benefiting programs using the Department Allocation methodology (please see description of this allocation methodology later in this PACAP section).

6.4.4. Criminal Justice Division (Prosecution Costs)

This is for costs incurred by the Criminal Justice Division prosecuting cases of potential fraud by recipients of public assistance through the Department. Costs are billed to the Department (not reimbursed) based upon a cost-based rate described in a Memorandum of Understanding (MOU) with the Criminal Justice Division. The costs billed to the Department are allocated based on the number of prosecutions identified to each program.

6.4.5. Attorney General's Office

The Connecticut Attorney General's Office is responsible for securing and enforcing child support orders. In furtherance of its child support activities, the Department also provides legal services to the Department of Social Services Bureau of Child Support Enforcement and to the Support Enforcement Services division of the Judicial Branch pursuant to a cooperative agreement designed to satisfy the requirements of the federal Social Security Act and related state law. These costs are a direct charge to the Child Support program (Title IV-D).

6.4.6. Judicial Branch, Court Operations and the Family Support Magistrate Division

The Judicial Branch incurs costs for the coordination of child support activity and the exchange of information with Child Support Enforcement. The costs are a direct charge to the Child Support program (Title IV-D).

6.4.7. Department of Mental Health and Addiction Services

Through a Memorandum of Understanding (MOU) with the Department of Mental Health and Addiction Services (DMHAS), the Department of Social Services purchases Medicaid administrative services from contracted mental health and substance abuse providers. The cost of these purchased services are certified by DHMAS to the Department and allocated to Title XIX at the standard administrative fifty percent federal financial participation rate.

Through a Memorandum of Understanding (MOU) between the Department of Mental Health and Addiction Services (DMHAS) and the Department of Social Services, DMHAS provides Medicaid administrative services to the Department in state operated facilities. The cost of these services are certified by DHMAS to the

Department and allocated to Title XIX at the standard administrative fifty percent federal financial participation rate. Staffs who meet the requirements of designation as Skilled Professional Medical Personnel (SPMP) will be allocated to Title XIX at the SPMP FFP rate of 75%.

6.4.8. Department of Children and Families

Through a Memorandum of Understanding (MOU) with the Department of Children and Families (DCF), the Department of Social Services purchases Medicaid administrative services from contracted health services providers. The cost of these purchased services is certified by DCF to the Department and allocated to Title XIX at the standard administrative fifty percent federal financial participation rate.

6.4.9. Department of Corrections

Through a Memorandum of Understanding (MOU) between the Department of Corrections (DOC) and the Department of Social Services, DOC provides Medicaid administrative services to the Department in state operated facilities. The cost of these services is certified by DOC to the Department and allocated to Title XIX at the standard administrative fifty percent federal financial participation rate. Staffs who meet the requirements of designation as Skilled Professional Medical Personnel (SPMP) will be allocated to Title XIX at the SPMP FFP rate of 75%.

6.4.10 Sub-Grantee/Contractor Refunds

Refunds from a sub-grantee or contractor for an expense originally allocated through the PACAP, will be allocated to benefiting programs using the allocation basis used to allocate the original expense for the applicable accounting period.

ALLOCATION METHODS

6.5. Allocation Methods – People Based

Costs are allocated based on the ratio of Full Time Equivalent (FTE) staff directly charged to a particular program or grant divided by the total FTE. The FTE ratio will be calculated by counting total hours during the applicable period by employees in each organizational unit. Allocation methods utilizing FTE hours include: the Department Allocation; Department Allocation Modified, excluding Disability Determination Services; Bureau Allocation; Division Allocation; Office Allocation; and Region Allocation.

Note that these people based allocations utilize a two-step allocation procedure to allocate costs among allocated indirect (the Department's central administrative) services and to direct programs that receive benefits. This double step-down procedure initially requires a sequential ordering of services. Allocations are then made in the order selected to all benefiting programs, including cross allocations to other allocated indirect services. To

ensure that the cross-benefit of services is fully recognized, a second step down allocation for each allocated indirect service is made. Allocated costs of each allocated indirect service consist of the following:

- First Allocation - expenditures of the services plus all allocated costs from other allocated indirect services that have been allocated up to this point.
- Second Allocation - costs from other allocated indirect services made subsequent to that section's first allocation. After the second allocation of each service, that service is "closed" and cannot receive any additional allocations.

6.5.1. Department Allocation (benefits all programs and grants)

Department Allocation is the allocation method used to allocate costs that cannot be identified to one program or group of specific programs, but the activity or service benefits the programs administered by the entire Department. The statistic used to allocate the costs assigned to Department Allocation method is based on the FTE ratio calculated for each state and federal program. The ratio is determined by identifying the total number of hours of staff time attributable to each organization unit divided by the total number of hours accounted for in that quarter (see additional description in 6.5 above). Organizational units utilizing this methodology include (but may not be limited to):

- 2. Commissioner's Office**
 - 2.1. Public and Governmental Relations (PGR) Division**
 - 2.2. Affirmative Action Division**
 - 2.4. Prevention Services**
 - 2.6. Chief of Staff**
 - 2.6.1. Strategic Planning Division**
 - 2.6.2. Organizational and Skill Development Division (for general training)**
 - 2.6.3.1. Legal Counsel and Regulations**
 - 2.6.4. Human Resources Division**
- 3. Deputy Commissioner for Administrative Operations**
 - 3.1.2.1. Internal Audits**
 - 3.1.3. External Audits**
 - 3.2.3.1. Facilities Support Services**
 - 3.3. Information Technology Services (for general support)**
 - 3.4. Contract Administration and Purchasing**
 - 3.6.1. Budget**

- 3.6.2. Client Accounting Services**
- 3.6.3. Fund Management and Reporting**
- 3.6.4. Payroll and Accounting Support**
- 3.6.5. Actuarial and Analytical Support**
- 4. Deputy Commissioner for Program Operations**
- 6.4.1. Statewide Cost Allocation Plan (SWCAP)**
- 6.4.3. Workers' Compensation**

6.5.2. Department Allocation Modified

Department Allocation Modified is the allocation method used to allocate costs that cannot be identified to one program or group of specific programs, but the activity or service benefits programs administered by the entire Department with specific exceptions. The statistic used to allocate the costs assigned to the Modified Department Allocations is based on the FTE ratio calculated for each state and federal program excluding FTE from the units to be excluded due to no benefit received. The ratio is determined by identifying the total number of hours of staff time attributable to each applicable program divided by the applicable total number of hours accounted for in that quarter.

Department Allocation Modified, excludes Disability Determination Services and Vocational Rehabilitation Services - Organizational units utilizing this methodology include (but may not be limited to):

3.2.4.2. Production Services

6.5.3. Bureau Allocation

Bureau Allocation is the allocation methodology used to allocate administrative costs that cannot be identified to one program or group of specific programs, but the activities benefit specific programs administered by that organizational function of the Department. The statistic used to allocate the costs assigned to the Bureau Allocation is the FTE ratio calculated for each state and federal program comprising the organization units and programs under the purview of the specified Bureau. The ratio is determined by identifying the total number of hours of staff time attributable to each applicable program divided by the applicable total number of

hours accounted for in that quarter. Organizational units utilizing this methodology include (but may not be limited to):

- 4.2. Rehabilitation Services**
- 4.3. Aging, Community & Social Work Services**
- 4.4. Assistance Programs**

6.5.4. Division Allocation

Division Allocation is the allocation methodology used to allocate administrative costs that cannot be identified to one program or group of specific programs, but the activities benefit specific programs administered by that organizational function of the Department. The statistic used to allocate the costs assigned to the Division Allocation is the FTE ratio calculated for each state and federal program comprising the organization units and programs under the purview of the specified Division. The ratio is determined by identifying the total number of hours of staff time attributable to each applicable program divided by the applicable total number of hours accounted for in that quarter. Organizational units utilizing this methodology include (but may not be limited to):

- 3.1. Quality Assurance**
- 3.2. Administrative Services Division**
- 3.5. Medical Care Administration**
- 3.6. Financial Management & Analysis**
- 4.3.3. Energy and Refugee Services**
- 4.4.1. Family Services**
- 4.4.3. Adult Services**

6.5.5. Office Allocation

Office Allocation is the allocation methodology used to allocate administrative costs that cannot be identified to one program or group of specific programs, but the activities benefit specific programs administered by that organizational function of the Department. The statistic used to allocate the costs assigned to the Office Allocation is the FTE ratio calculated for each state and federal program comprising the organization units and programs under the purview of the specified Office. The ratio is determined by identifying the total number of hours of staff time attributable to

each applicable program divided by the applicable total number of hours accounted for in that quarter. Organizational units utilizing this methodology include (but may not be limited to):

2.6.3. Office of Legal Counsel, Regulations and Administrative Hearings

3.1.2. Internal Audits and Quality Control

3.2.4. Operations

6.5.6. Region Allocation

Region Allocation is the allocation method used to allocate costs identified to specific functions supporting the Regions. The activity or function benefits the programs administered by the Regional Offices. This excludes Rehabilitation Services (Vocational Rehabilitation Services and Disability Determination Services) and direct charges to Title IV-D. The statistic used to allocate the costs assigned to Region Allocation method is based on the FTE ratio calculated for each State and Federal program. The ratio is determined by identifying the total number of hours of Region staff time attributable to each organization unit divided by the applicable, total number of hours accounted for in that quarter.

Organizational units utilizing this methodology include (but may not be limited to):

5.1 Regional Administration

6.5.7. Other Expenses

Indirect and administrative costs that are not direct charged to a benefiting program or are not attributable to a specific organizational unit or function (e.g., ITS rental, ITS service, telecommunications) will be allocated using the Department Allocation methodology.

6.6. Allocation Methods – Time Based

Costs are distributed to multiple services, grants, programs or activities based on reporting of time using a daily time reporting log or random moment sampling. Costs that benefit a single program will be direct charged to that program; any non-reimbursable time or time associated with state-funded programs, will be charged to non-reimbursable code. Staff who are dedicated to activities that benefit only one program or function do not need to keep daily time logs or participate in random moment sampling. However, some Information Technology Services (MIS) staff maintains daily time logs while their activities may benefit only one program or function.

6.6.1. Information Technology Services Time Logs

Daily time reports are kept by the Technology Services (TS) staff and TS Contractor staff (including other State agency staff) to allocate costs. The time logs are tabulated by consultant and by staff to produce monthly summaries of daily time reports. The reports reflect actual work hours identified to the benefiting program within the Department. The hours spent on indirect activities such as leave and general support will be allocated Utilizing Department Allocation These statistics will be used to allocate allTS staff costs, including management and clerical staff.

Organizational Units utilizing this methodology include (but are not limited to):

3.3. Technology Services

6.6.2. Daily Time Logs (Individual & Family Disaster Grants)

DSS staff and other State agency staff may be mobilized to work on a disaster. If this occurs, all staff working directly on the Individual & Family Disaster will keep 100% time records to be able to identify salary and related costs to the grant.

Organizational units utilizing this methodology include (but are not limited to):

4.4.1.3. Individual & Family Disaster Grants

6.6.3. Random Moment Sampling – Regional Office Staff

Regional Office DSS Random Moment Sampling (RMS) is used to allocate costs of: family, adult, elderly, and long term care intake and case maintenance workers; social workers; and resource investigators (client fraud). The RMS results will be the percentage of employee effort that can be attributed to services, programs, grants, and/or activities.

Organizational Units utilizing this methodology include (but may not be limited to):

- 3.1.2. Fraud and Recoveries
- 4.3.4. Social Work Services
- 5.1.1. Intake/Case Maintenance/Service Worker
- 5.1.1.1. Management and Support (Intake/Case Maintenance/Service Worker)
- 5.1.2. Resource Investigation
- 5.1.2.1. Management and Support (Resource Investigation)

6.7. Allocation Methods – Transaction Based

For some administrative expenditures the most appropriate means for allocating costs is the use of a transaction statistic. The following is a detailed description for each transaction based statistic found in Sections II – VI of the Plan.

6.7.1. Quality Control Reviews Assigned by Program, Weighted for Standard Time to Complete

Standard hours to complete a review for a given program (based on federal Food Stamp guidelines for reviews in Federal Register, Vol. 68, No. 43; Vol. 65, No. 139; and Vol. 68, No. 114 and the Quality Control unit's direct experience in completing reviews) are applied to the number of reviews assigned for each benefiting program to derive an approximate amount of hours expended for each benefiting program during the quarter. Approximate hours expended for each benefiting program are represented as a percentage of the total hours for subsequent application to the applicable pool of costs. Benefiting programs may include Food Stamps, Medicaid (Title XIX), and Child Care. Quality Control statistics are available at least annually. Accordingly, statistics for a given quarter may be used across more than one quarter as new Quality Control Reviews are being completed. An illustration of the use of weighted Quality Control reviews to derive allocation statistics is included as Attachment F to the PACAP.

Organizational Units utilizing this methodology include (but may not be limited to):

3.1.2.2. Quality Control

6.7.2. Health Care Case Count Program Allocation

These costs include Departmental staff and administrative costs and are allocated based on health care case counts by benefiting program for the applicable period. Current programs include Federal Medical Assistance (Title XIX) and SCHIP (Title XXI). For Skilled Professional Medical Personnel (SPMP) costs, the federal Medicaid portion would be allocated at the 75 percent SPMP reimbursement rate. Costs associated with non-reimbursable programs or activities will be allocated at a 0% code. SCHIP costs are 65% reimbursable.

Organizational Units utilizing this methodology include (but may not be limited to):

3.5.1. Medical Policy

3.5.5. Managed Care

6.7.3. Title XIX and State Funded Medical Programs Assistance Unit (AU) Counts

Administrative costs that benefit the Title XIX and State Funded Medical programs will be allocated using assistance unit counts applicable to each benefiting program. For staff meeting the requirements for designation as Skilled Professional Medical Personnel (SPMP) costs, the federal Medicaid portion would be allocated at the 75 percent SPMP reimbursement rate. Costs associated with non-reimbursable programs or activities will be allocated at a 0% code. SCHIP costs are 65% reimbursable.

Organizational Units utilizing this methodology include (but may not be limited to):

3.1.1. Medical Audits

3.1.2.3. Third Party Liability

3.5.2. Certificate of Need (CON) – Rate Setting

3.5.4. Alternate Care

6.7.4. MMIS Claims

These costs include Departmental staff and systems costs and are allocated based on MMIS claim counts during the applicable period by benefiting program. Current programs include Federal Medical Assistance (Title XIX), Refugee, and state funded Medical Assistance, including SAGA, CADAP and CONN PACE. For Skilled Professional Medical Personnel (SPMP) costs, the federal Medicaid portion would be allocated at the 75 percent SPMP reimbursement rate. Designated MMIS system development costs would be allocated at the 90 percent MMIS system development rate. MMIS system operating costs are allocated based on MMIS claims by benefiting program. Costs associated with non-reimbursable programs or activities will be assigned to a 0% code. SCHIP costs are 65% reimbursable.

Organizational Units utilizing this methodology include (but may not be limited to):

- 3.3. Information Technology Services (for HIPAA related costs)
- 3.5.3. Medical Operations
 - 3.5.3.1. Medical Review Team
 - 3.5.3.2. Provider Relations Team
 - 3.5.3.3. MMIS Team
 - 3.5.3.4. Pharmacy Team

6.7.5. Electronic Benefit Transfer (EBT) Statistics

EBT administration costs are allocated based on EBT transactions provided by the contractor for Food Stamps and cash benefits. The costs allocated to Food Stamps are further allocated between federal and state Food Stamps based on AU counts while the costs allocated to cash assistance are further allocated to TANF, State Supplement, Refugee, and State Administered General Assistance (SAGA) based on Assistance Unit (AU) counts.

Organizational Units utilizing this methodology include (but may not be limited to):

- 3.2.1.2 EBT

6.7.6 New Hires Initiative (Food Stamps share of allocated costs)

The New Hires Unit receives, analyzes and disseminates bi-monthly data from a DSS and Department of Labor (DOL) New Hires data match about newly employed DSS clients. All active recipients are required to report new employment information to their eligibility worker within 10 days. The DSS/DOL Labor Match identifies cases where this may not have occurred. Information collected in the DSS/DOL data match is carefully examined and researched by the unit. As part of the work process, clients are informed about the information obtained and are required to disclose more detailed information about their employment to their assigned Regional Office eligibility worker. Once processing is complete, the results are compiled and are utilized to monitor and re-evaluate ongoing client benefit needs including appropriate levels of cash, food stamp and medical services. The goal of the group is cost savings generated by early discovery of unreported earnings that affect the level of food, cash and medical benefits.

Allocation Method: Duplicated Assistance Unit (AU) counts to TANF, SAGA, Title XIX, State Funded Medical Assistance, Refugee and federal and state Food Stamps

6.7.7 Food Stamps Administration

Staff assigned solely to Food Stamps Administration. The Food Stamp Program State Exchange and EBT State Exchange costs are direct charged to Federal Food Stamps.

Allocation Method: Federal or State Food Stamps based on the ratio of Assistance Unit (AU) counts by benefiting program, or Direct charge to Federal Food Stamps as discussed above

6.7.8 Food Stamps Corrective Action and Food Stamps Corrective Action (Regional Operations)

Staffs are out-stationed in the regions to review the establishment of initial and ongoing eligibility for the federal Food Stamp program. This quality control effort was originally initiated through funding for a Food Stamp Reinvestment Agreement whereby the State identified resources to meet the agreed upon Maintenance of Effort (MOE); this MOE has since been met.

Allocation Method: Federal or State Food Stamps based on the ratio of Assistance Unit (AU) counts by benefiting program

6.7.9 Administrative Hearings and Appeals

Administrative Hearings and Appeals costs are allocated based on the ratio of Fair Hearings Dispositions processed by program during the applicable period.

Organizational Units utilizing this methodology include (but may not be limited to):

2.6.3.2. Administrative Hearings

6.7.10 University of Connecticut – Staff Development and Training

Costs identified by the University of Connecticut are allocated based on a method that applies the ratio of training hours attributable to each Federal and State Program divided by the total number of training hours. General training hours or training hours not specifically identified to a benefiting program are allocated using the Department Allocation, benefits all programs and grants (see detail on Departmental Allocation in section 6.5.1.). Staffs in section 2.6.2., Organizational and Skill Development Division administer the University of Connecticut Staff Development and Training efforts.

Organizational Units utilizing this methodology include (but may not be limited to):

2.6.2. Organizational and Skill Development Division

6.7.11 Duplicated Assistance Unit (AU) Counts

The number of duplicated Assistance Unit (AU) counts by benefiting program. Benefiting programs may include TANF, SAGA, Food Stamps, State Funded Food Stamps, Medicaid, State funded Medical Assistance, Aid to the Aged, Blind and Disabled (AABD), and Refugee.

Organizational Units utilizing this methodology include (but may not be limited to):

- 3.2.1 Central Processing
- 3.2.2.1 New Hires Initiative, and
- 4.4.12 Family Support

6.7.12 Duplicated Assistance Unit (AU) Count - Digital Imaging

Expenses related to computer technology to deter “double dipping” within DSS’s adult programs for TANF and SAGA/General Assistance are included in this pool. The expenses will be allocated based on the quarterly duplicated Assistance Unit (AU) counts by program.

Organizational Units utilizing this methodology include (but may not be limited to):

- 3.2.1.1. Digital Imaging

6.7.13 Duplicated Assistance Unit (AU) Count - TANF, SAGA, and Food Stamps

Costs allocated based on duplicated Assistance Unit (AU) counts to TANF, SAGA, and Food Stamps. Costs allocated to Food Stamps are further allocated between federal and state Food Stamps based on Assistance Unit (AU) counts by program.

Organizational Units utilizing this methodology include (but are not limited to):

3.2.2. Direct Services Unit

6.7.14 Duplicated Assistance Unit (AU) Count – Adult Support

The Adult Support staff are allocated to SAGA/State Funded Medical Assistance, State Supplement, and Medicaid for the Aged, Blind, and Disabled based on the number of duplicated adult Assistance Unit (AU) counts for the applicable period.

Organizational Units utilizing this methodology include (but may not be limited to):

4.4.3.1. Adult Support

6.7.15 DAS-Collections

The Department of Administrative Services (DAS) Collections Recovery Unit is responsible for collecting money due the State of Connecticut. These costs are allocated to benefiting agencies through Section I of the Statewide Cost Allocation Plan approved by the U.S. Department of Health and Human Services. The SWCAP cost allocable to the DSS that are attributable to DAS Collections are separately identified and allocated to benefiting state and federal programs using the number of collection transactions identified to the benefiting programs. The number of collection transactions by program is derived from the Diamond Report which summarizes transactions by program and bill codes. Benefiting programs to which these costs will be allocated to include, but are not limited to, TANF, state administered cash assistance (SAGA), Federal Food Stamps, State funded food assistance, Federal Medical Assistance, State funded medical assistance, Refugee, Child Care, and other state funded programs.

Organizational units utilizing this methodology include (but are not limited to:)

6.4.1 Statewide Cost Allocation Plan (SWCAP) - selected cost component

6.7.16 Criminal Justice Division

The costs billed to the Department by the Criminal Justice Division are allocated based on the number of prosecutions identified to each program for the applicable period.

Organizational Units utilizing this methodology include (but may not be limited to):

6.4.4. Criminal Justice Division (Prosecution Costs)

6.8. Miscellaneous Grants Allocation

Any Departmental overhead costs allocated to Miscellaneous Grants.

6.9. Direct Charge

Within the PACAP, administrative costs that are directly identifiable to a specific program are identified as being direct charged to the benefiting program, grant or service as appropriate. Required certification documents for staff dedicated to working on one federal or state program will be maintained (see PACAP Attachment G).

Organizational units utilizing this methodology include (but are not limited to):

- 2.1. Public and Government Relations Division (for Medicaid Outreach)**
- 2.3. Head Start State Collaboration**
- 2.5. Long Term Care Ombudsman**
- 2.6.1. Strategic Planning Division (for CSBG)**
- 3.1.2.1. Internal Audits**
- 3.1.3 External Audits**

- 3.6.2. Client Accounting Services**
- 3.6.4. Payroll and Accounting Support**
- 4.1. Child Support Enforcement**
- 4.2.1. Vocational Rehabilitation Services**
- 4.2.2. Disability Determination Services**
- 4.3.1. Aging Services**
- 4.3.2. Community Services**
- 4.3.3.1. Energy Services**
- 4.3.3.2. Refugee Assistance**
- 4.4.1.1. Child Care**
- 4.4.1.3. Individual & Family Disaster Grants (IFG)**
- 4.4.2. Housing Services**
- 4.3.2. Food Stamps Administration**
- 4.4.3.4. Central Office/Out-Stationed Workers/State Facilities**
- 5.1.3. Child Support Services**
- 5.1.3.1. Management and Support (Child Support Services)**
- 5.1.5. Out-Stationed Workers for Medicaid Eligibility**

- 6.4. Other Governmental Agency Expenditures**
- 6.4.5. Attorney General's Office**
- 6.4.6. Judicial Branch, Court Operations and the Family Support Magistrate Div.**
- 6.4.7. Department of Mental Health and Addiction Services**
- 6.4.8. Department of Children and Families**
- 6.4.9. Department of Corrections**

6.10. Advanced Planning Document (APD)

Costs identified in an Advance Planning Document (APD) are charged to the respective program(s) under the methodologies described in the federally approved APD. The Department utilizes time sheets to document and quantify staff effort and associated costs attributable to APD activities. The identification of costs attributable to the APD may be either direct charged or allocated at the appropriate rate of federal reimbursement as identified in the APD. The staff effort and associated costs identified for non-APD related activities is separately identified and allocated to benefiting programs based on the applicable allocation methodology defined within this plan for the unit/costs (i.e., MMIS Claims for MMIS non-APD related activities) or direct charged, as appropriate. The detail records to support each costs will be maintained within the State's accounting system.

Systems have included but may not be limited to:

- Medicaid Management Information System (MMIS)
- Child Support System
- Data Warehouse

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SECTION VII: COST IMPACT

Many of the amended items presented in this PACAP amendment effective July 1, 2006 will have immaterial or no cost impact on benefiting programs. The following represents an estimate of the cost impact for select modifications presented within this document. Please note that these items represent estimates based on currently available data or circumstances existing at the time of the submission of the PACAP amendment - actual claims may vary from these estimates.

3.1.3. Fraud and Recoveries Third Party Liability (TPL) and Recoveries – these modifications represent organization name changes. No functional changes are anticipated. There is no estimated cost impact associated with these changes.

3.2.3. Presumptive Eligibility – organization is no longer functional and applicable account(s) have been deactivated. The estimated cost impact is an immaterial decrease in allocable costs to Title XIX (Medicaid).

3.3. Information Technology Services

- The division has changed its name from Information Technology Services (MIS) to Information Technology Services (ITS) – the functionally responsibilities of the division have not changed. There is no estimated cost impact of the division name change.
- Time log utilized by ITS staff to document and quantify effort and costs to benefiting activities and systems has been modified to provide for more accurate identification of effort. The estimated cost impact is anticipated to be relatively immaterial to benefiting programs.
- Effort/costs identified to Health Insurance Portability and Accountability Act (HIPAA) responsibilities will be allocated on the basis of MMIS claims to benefiting programs. The estimated cost impact is an immaterial decrease in allocable costs to Title XIX (Medicaid) and corresponding immaterial increases to other state and federal medical assistance programs with claims processed through the MMIS.

6.2.1. Non-Emergency Medical Transportation (NEMT) – the inclusion of the description of NEMT is to provide for further clarification and disclosure. The program and functions have not changed and are included as an approved service in the Connecticut Medicaid State Plan. There is no cost impact associated with this modification.

6.2.2. Administrative Services Organization (ASO) for the Behavioral Health Program – the contracted administration payments to the ASO vendor are estimated to be approximately \$8 million annually. As described in this plan, these costs will be allocated to benefiting programs based on the enrollment by benefiting program. The estimated cost impact is anticipated to be an approximate \$3 million FFP annual increase in allocated costs to Title XIX (Medicaid) and relatively immaterial increases in allocated costs to Title XXI (SCHIP) and state funded medical assistance.

6.4.7. Department of Mental Health and Addiction Services, 6.4.8. Department of Children and Families, and 6.4.9. Department of Corrections – as the Single State Agency for Medicaid, the Department will include certified costs on the CMS-64 for Medicaid administrative services performed, supervised and/or administered by these agencies under the respective Memorandum of Understandings (MOUs). The estimated cost impact is anticipated to be approximately \$22 million FFP increase in annualized allocated costs to Title XIX (Medicaid).

6.4.10 Organizational and Skill Development Division – allocation of refund amount(s) based on actual training hours is an applicable credit to benefiting programs. The estimated cost impact is a relatively immaterial reduction to allocated costs by program due to the allocation of the refund.

6.6.3. Random Moment Sampling – Regional Office Staff – the Random Moment Sampling (RMS) system coding has been modified to make the coding better align with the ways in which Department social worker staff view their responsibilities and activities. It is anticipated that there would be immaterial to no cost impact associated with these modifications but should provide for improved accuracy and responses.

6.7.6. Food Stamps Benefits Paid – the allocation methodology used to distribute food stamp related costs between the state and federal food stamp programs on the basis of claims costs has been deleted. In lieu of the claims costs used to distribute allocable costs to benefiting programs, the actual Assistance Unit (AU) counts will be utilized as the allocation methodology. It is anticipated that the estimated cost impact is relatively immaterial to the benefiting programs but should provide for consistency in the applied allocation methodology.

6.10. Advanced Planning Document (APD) – staffs working on approved APDs will be utilizing time logs to document and quantify effort and applicable costs attributable to APD activities and other activities not directly related to the APDs. The estimated cost impact is anticipated to be relatively immaterial to the benefiting funding sources but should provide for improved accuracy and documentation.