

The State of Connecticut Department of Social Services  
is issuing Addendum 2 to the Fiscal Intermediary Services  
Request for Qualifications  
FIS\_RFQ\_041811

**Addendum 2 contains:**

- A. Amendment to the Response to Question 13. and the Response to Question 34. d.  
**The following information amends the contents of the Addendum 1 issued on 5/11/11:**
13. Question: Page 22, b: Does the Provider Training refer to household employees/providers for all three Waiver programs? **Response: Yes.** Will the training on universal precautions, ambulation and transfer techniques, etc. be required for the household employees prior to hire? **Response: Training will be required within ninety (90) days of the hire date. ABI training, understanding brain injury and Person-Centered Planning require training prior to hire.** Does DSS envision or have a preference for the training to be conducted in group settings, with informational training packets and tests, through established community training sites, or on-line training? **Response: The Department has no preference for training. Any and all means of providing training to household employees is permissible to submit for consideration. Training strategies must be measurable for success.**
34. Question: Regarding the participant budgets:  
d. Please provide any data you have regarding the average size of the budgets for participants who are currently directing their own care.  
**Response: The PCA Waiver: \$22,753.00; all participants are fully self directing. The ABI Waiver: \$29,826.00; PCA is one of the primary services within the ABI Waiver and is fully self directed.**

Date Issued: May 12, 2011

Approved: *Marcia McDonough*  
**Marcia McDonough**

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

This Addendum must be signed and returned with your submission.

\_\_\_\_\_

Authorized Signer

\_\_\_\_\_

Name of Company

The State of Connecticut Department of Social Services  
is issuing Addendum 1 to the Fiscal Intermediary Services  
Request for Qualifications  
FIS\_RFQ\_041811

**Addendum 1 contains:**

**A. Amendment to 2.0 Service Requirements- 2.5 Provider Training.**

**The following information amends the contents of the original RFQ issued on 4/18/11:**

**2.5 Provider Training**

The resultant contractor shall provide training for the Waiver Programs as required by the Department, to any prospective Waiver Provider seeking to provide services to Waiver Participants and for whom such training is a credentialing requirement as set forth in the Department's Provider Manual. The resultant contractor shall develop, produce, coordinate and implement training curricula and materials that address such issues as Acquired Brain Injury including but not limited to, its causes and characteristics; Person-Centered Planning, including but not limited to client choice; networking; and team building, universal precautions, ambulation / transfer techniques. This shall include administration of a basic competency test for prospective Providers.

**To submit a responsive qualification THE RESPONDENT SHALL** describe in detail the Respondent's methodology and resources to achieve the Provider Training requirements of the resultant contractor, as in 2.5. Be specific regarding the duration, intensity and frequency of training requirements to any prospective Waiver Provider seeking to provide services to Waiver Participants.

**B. Official Responses to Questions.**

Questions submitted by interested respondents and the Department's official responses follow. These responses shall clarify the requirements of the RFQ. **In the event of an inconsistency between information provided in the RFQ and information in these responses, the information in these responses shall control.** Note: Fiscal Intermediary (FI)

1. Question: Page 21, #5: Please clarify the Department's expectations and/or requirements regarding the type and level of training for Waiver Participants. FI's around the country provide a broad range of training including mailed packets, group sessions or face-to-face training in the Participant's home or facility; the expense and the quality of the services vary greatly.

**Response:** The Department is requiring face-to-face Waiver Participant Training.

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2. Question: Page 25, #1.4: Are submissions restricted to a maximum of three references?  
**Response: Yes.**
  
3. Question: Page 30, #2.2-7: Is the “offer” stated in #7 imply that employers will not be required to have a CHBC conducted prior to hire?  
**Response: No, employers will be required to have a CHBC conducted prior to hire.**
  
4. Question: Page 30, #2.2-7&8: Please confirm that each applicant for Directory listing (household employee) will undergo a CHBC prior to listing/enrollment and then a second CHBC prior to hire.  
**Response: A household employee shall undergo a CHBC prior to hire, only.**
  
5. Question: Page 31-32, #2.4-3&7: #3 states that up to 15 participants will be trained monthly and #7 states that not more than 10 per week will be trained. Does the monthly maximum of 15 stand as the contract deliverable?  
**Response: A minimum of 15 participants should be trained per month, as program enrollment indicates.**
  
6. Question: Page 33, #2.5: Although the #1 description in itself is clear, it doesn’t seem to fit with the Provider Training description above and the responsive qualification note below regarding specific training requirements. Is #1, a-c as written intended to be included in #2.5? If not, should the response to the #1, a-c information be located within Section 2.7, Quality Assurance? Also, if not, is there additional specific information intended for section 2.5 which would replace #1, a-c?  
**Response: Please be advised of the following alteration to 2.5 Provider Training:**

**2.5 Provider Training**

The resultant contractor shall provide training for the Waiver Programs as required by the Department, to any prospective Waiver Provider seeking to provide services to Waiver Participants and for whom such training is a credentialing requirement as set forth in the Department’s Provider Manual. The resultant contractor shall develop, produce, coordinate and implement training curricula and materials that address such issues as Acquired Brain Injury including but not limited to, its causes and characteristics; Person-Centered Planning, including but not limited to client choice; networking; and team

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building, universal precautions, ambulation / transfer techniques. This shall include administration of a basic competency test for prospective Providers.

**1. a-c has been eliminated from 2.5 Provider Training.**

The Respondent shall respond to the following 2.5 Provider Training requirement:

**To submit a responsive qualification THE RESPONDENT SHALL** describe in detail the Respondent's methodology and resources to achieve the Provider Training requirements of the resultant contractor, as in 2.5. Be specific regarding the duration, intensity and frequency of training requirements to any prospective Waiver Provider seeking to provide services to Waiver Participants.

7. Question: Page 42, D last paragraph: Under Payment Structure, will the quarterly payments be made in advance or in arrears?

**Response**: Quarterly payments will be paid in advance.

8. Question: Section E, page 17, and forms were not included in the RFP document. Will they be available as a packet or how should they be obtained?

**Response**: All required forms are embedded in the RFQ as links.

9. Question: Page 10, C.12: Is a specific form for the Conflict of Interest – Disclosure Statement required?

**Response**: Page 10, C.12. is the Declaration of Confidential Information and C.13 is the Conflict of Interest-Disclosure Statement. The Respondent is required to respond to both C.12 and C.13. There is no specific form for either C.12 or C.13.

10. Question: Page 11, #5: is it permissible to copy and paste or exactly duplicate forms to be included within the response document as long as they haven't been altered or extended?

**Response**: No it is not permissible. Electronic copies of non- PDF forms, with the exception of the Notification to Bidders, Parts I – V (CHRO) form, are available upon request to [marcia.mcdonough@ct.gov](mailto:marcia.mcdonough@ct.gov).

11. Question: Page 11, #7: Should the page numbers be sequential from the cover sheet through the last of the forms, or is it preferred that each major section is numbered separately?

**Response**: Page numbers should be sequential from the Cover Sheet to the last page of the Qualification submission, which should be the Respondent's last page of the Budget Narrative.

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12. Question: Page 21, #2: Does bi-annual re-credentialing refer to confirming the validity of licensure and accreditation and or re-conducting CHBC? Does bi-annual refer to every two years or twice a year?  
**Response: Re-credentialing of validity of licensure and accreditation will be a required bi-annual confirmation; re-conducting CHBC will not. Bi-annual refers to every two years.**
13. Question: Page 22, b: Does the Provider Training refer to household employees/providers for all three Waiver programs? Will the training on universal precautions, ambulation and transfer techniques, etc. be required for the household employees prior to hire? Does DSS envision or have a preference for the training to be conducted in group settings, with informational training packets and tests, through established community training sites, or on-line training?  
**Response: No, training will be required within ninety (90) days of the hire date. Any and all means of proving training to household employees is permissible to submit for consideration. Training strategies must be measurable for success.**
14. Question: Page 25, #1.3.3: Is there a form for the signed release that the department requires or can Respondent create their own?  
**Response: No, there is no Department specified form. The Respondent is required to provide the signed release.**
15. Question: Page 36, #2.7: Please clarify the type of the “investigation” the FIS will be responsible for? Is this referring to investigating customer service and payment related complaints for example, or investigating fraud related complaints? If fraud related – to what extent?  
**Response: The FI is expected to identify and report potential fraud, based on claims data and reports made to the FI by interested parties. The FI shall provide to the Department documents such as time sheets, letters, etc. to aid in the Department’s investigation process.**
16. Question: Page 38, #3.4.a: Providing resumes for all staff providing services from office assistants to all data entry and payroll specialists as well as supervisors and managers will be a lot of resumes. Do you really want resumes for any and every staff involved in the project including support positions?  
**Response: Resumes and job descriptions of FIS Managers and Supervisors are required. Job descriptions are required for all line staff supporting the FIS Program.**

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17. Question: Page 42, D: Is there a progressive projection for the numbers of individuals to be served in each of the three contract years or should the 3 (years) budgets be based on the current number being served?

**Response: The progressive projection per year for Client Waiver participation is: PCA: approximately 100, ABI: approximately 10; and CHCPE approximately 5.**

18. Question: Page 44: Regarding the Table of Contents formatting:

1. The required TOC format does not illustrate page numbers for the Appendices and Forms. Is it preferred or required that the TOC also list the page numbers for the two sections minimally and/or each of the appendices and forms?

**Response: The required TOC format does not illustrate page numbers for the Appendices and Forms, as page numbers are not required for the Appendices and Forms.**

2. Is it acceptable to remove the “maximum page references” from the TOC and section headings, divider tabs or labels? **Response: Yes, it is acceptable to remove the “maximum page references”. IV. SUBMISSION OUTLINE is strictly a guide for the Respondent to follow to be responsive to the RFQ. Removing the “maximum pages references” should not affect the SUBMISSION OUTLINE.**

**Page Limitation Totals for each section must be recognized by the Respondent.**

3. Can just the letters from the TOC be written on the individual tabs with the wording of each section written on a label on the divider or does the letter and the wording need to be on each tab? **Response: Letters, A-E may be on each tab. F. Main Submission should be broken into 1.0, 2.0, 3.0, etc. as well as the Cost Submission Component, Appendices and Forms.**

4. Does the Cover Sheet and the Table of Contents also need to be tabbed with dividers as a “major part of the submission” or can the tabs start at “C”? **Response: Per the RFQ, A tab sheet must separate each major part of the submission. Examples of major parts of submission are included in the Respondent’s SUBMISSION OUTLINE, and are bolded.**

5. There are 2 “1.0”s. Organizational Requirements and Cost Submission Component. Is this a typo or should it be labeled in this way? **Response: This is not a typo, and it should be labeled 1.0 for Organizational Requirements and 1.0 for Cost Component, each 1.0 is introducing the first of two very different RFQ sections and requirements.**

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19. Question: Page 44-46: The TOC lists the SEEC Form 11 however the 2 page form included in the document does not require a signature or acknowledgement. Is there a page missing or is the intent to have the 2 page document attached to the proposal as is?

**Response**: **The Department is required to include the SEEC Form in the RFQ. The Respondent may or may not include it in their Qualification response. Typically, as a courtesy from the Respondent, it is included as an acknowledgment, hence being included in the IV. SUBMISSION OUTLINE.**

20. Question: Page 17, #3: Regarding the CHRO attachments: The Evidence of Non Discrimination Form requires that we show success in implementing our Affirmative Action Plan - do the answers to The Bidders Contract Compliance Monitoring Report parts 2 - 4 sufficiently show our success?

**Response**: **Yes.**

21. Question: Page 21, #2: Regarding Verification of Provider Qualifications – will the verification requirement include confirmation of the credentials’ authenticity, or, the collection and review of documents as submitted for completion?

**Response**: **No.**

22. Question: Will the contractor be required to have an in-State office set up on October 1, 2011, or will some flexibility be allowed during transition? (Page 26)

**Response**: **The contractor will be required to have an in-State office set up within six (6) months of contract award date.**

23. Question: Will content of outreach and other materials require approval from the department? If so, do all changes have to be approved, even minor? (Page 28-29)

a. Is there a list of languages in which printed materials must be available?

**Response**: **The initial development of materials will require the Department’s approval; but minor changes will not. The English and Spanish language is currently required; however other languages required in the future will be collaborated between the FI and the Department.**



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24. Question: Regarding criminal background checks: (Page 30)
- a. What types of background checks are required? **Response: Currently internet based background checks are being used. CT State Police and FBI criminal background checks may be considered in the future.**
  - b. Who covers the cost of the criminal background checks? The participant's budget? The employee? The PMPM fee? **Response: The cost of CBC is part of the vendor contract administrative fee.**
25. Question: Is there a list of convictions that prohibit workers from being hired?
- a. Who decides whether a worker is eligible to work?
  - b. Can a participant override or waive the decision process?
- Response: [The PCA Regulations](#) (provided as a link) Section 17b-262-596 states the Personnel Care Assistance requirements for employment. The Department has the authority to deny payment of persons convicted of felonies.**
26. Question: What electronic format for billing and remittance are accepted? (Page 34)
- Response: ASC X12N 5010 electronic formats for all transactions are acceptable.**
- a. Is billing capable of sending bi-weekly claims processing with an 837P claims transmission file?  
**Response: Billers may send 837P claims files daily, weekly, bi-weekly files as desired.**
  - b. Is an 835 claim remittance file available?  
**Response: Yes, the 5010 835 claim remittance file is available as well as a provider friendly version via download from the secure web portal.**
27. Question: What is the billing / reimbursement cycle? (Page 34)
- Response: Financial/reimbursements cycles occur twice a month.**

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28. Question: When can the Contractor begin billing the monthly PMPM fee for F/EA services?

**Response**: There is no PMPM fee for F/EA services. The payment for F/EA services will be an Administrative quarterly payment.

29. Question: Is storing documents electronically for participants and service workers acceptable with a print option upon request?

**Response**: Yes. Please be advised of the following for guidance: For protected health information (PHI) the guidelines are HIPAA Privacy, HIPAA Security

and HIPAA Breach Notification. The Department suggests following section [\*B. Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals\*](#) (provided as a link) found in the Breach Notification.

A print option should be controlled in such a way that not everyone has the ability to print. Print ability should be assigned sparingly. Furthermore, if printed, HIPAA compliant documents need be stored securely when the hard copy is produced.

30. Question: How many providers (service workers) does the average participant employ?

**Response**: The average participant may employ three (3) employees.

31. Question: Is a secure, HIPAA compliant web-based time sheet an option?

**Response**: Yes, it is an option.

32. Question: Regarding providers' wages:

a. Who sets the wage? **Response**: The Employer, through the rates set by DSS and DOL limitations to Unemployment Compensation.

b. Do wages vary by service code? **Response**: Wages vary by service type.

c. What is the pay rate range for services the participant can self direct?

**Response**: Pay rate range is up to \$14.52 per hour for PCA services.

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33. Question: Will contractor staff be responsible for reviewing and approving time sheets?

**Response**: The employer is responsible for the review and approval of the time sheet; but the FIS staff shall guide the employer in the review of time sheets as required in the RFQ: 2.7 Quality Assurance- The resultant contractor with the Department's input and consultation shall develop and implement mechanisms to ensure that reimbursable Waiver services have been provided in the quantity, scope and duration indicated on timesheets and/or invoices.

- verification of the accuracy of time sheets and/or invoices in agreement with the Waiver Participants' approved service plans

34. Question: Regarding the participant budgets:

a. Please provide a copy of a participant budget.

**Response**: Provided as links- [ABI Waiver Services Costs](#) and [PCA Waiver Services Costs](#)

b. Are amendments to the budgets allowed? **Response**: Yes.

c. If yes, what is the process for amending and how often do/will they occur?

**Response**: PCA, approximately 10 % of plans are revised annually. ABI, approximately 25 % are revised annually. CHCPE, approximately 10% are revised annually.

d. Please provide any data you have regarding the average size of the budgets for participants who are currently directing their own care.

**Response**: The Annualized Cost for ABI Waiver is \$90,096. and for PCA Waiver, \$22,753.

35. Question: If there is a current F/EA for this program, what is the PMPM fee they are paid?

**Response**: Yes, there is a current FIS provider, and there is no PMPM fee paid. The current FIS provider payment is paid as an administrative quarterly payment.

36. Question: Is the F/EA responsible for tracking participant eligibility?

**Response**: The FI is responsible for tracking payment claims.

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Date Issued: May 11, 2011

Approved: *Marcia McDonough*  
**Marcia McDonough**

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

This Addendum must be signed and returned with your submission.

\_\_\_\_\_

Authorized Signer

\_\_\_\_\_

Name of Company

# STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES



## PROCUREMENT NOTICE

The Department of Social Services has issued this Request for Qualifications to obtain Fiscal Intermediary Services for participants receiving services through 1915c Medicaid Waiver and State funded Home and Community Based Programs.

Eligible Respondents shall be:

- Private Provider Organizations (defined as nonstate entities that are either nonprofit or proprietary corporations or partnerships); and
- Connecticut State agencies and municipalities.

Individuals who are not a duly formed business entity are ineligible to participate in this procurement.

The Respondent must have a minimum of five (5) years experience and capabilities in each of the following criteria:

- Providing Fiscal Intermediary Services for a government program;
- Working with persons with disabilities and familiarity with Home and Community Based Medicaid Waivers; and
- Providing Waiver Participant training services for a government program. This includes, but is not limited to developing, implementing and maintaining a training program for Waiver Participants who elect to hire Household Employees. The training program shall include an on-going assessment of an additional training for Waiver Participants who hire Household Employees to ensure continued compliance with hiring and employment responsibilities.

The Respondent must demonstrate its qualifications to serve as a Fiscal Intermediary Service including special experience and expertise in providing government funded Claims Payment, Waiver Participant Agent and Waiver Participant Training services for individuals with disabilities.

To provide a responsive submission, the Respondent shall summarize its overall qualifications to manage, implement and operate Fiscal Intermediary Services as described in this Request for Qualifications.

The Department is requesting qualifications for Fiscal Intermediary Services for the resultant contract period of October 1, 2011 to September 30, 2014. The resultant contract will be for a three-year period with the option for two one-year extensions at the discretion of the Department. The Department of Social Services will fund one (1) organization to provide the services as presented in the Request for Qualifications.

Potential respondents must submit a Mandatory Letter of Intent to the Department no later than **3:00 PM Local Time** on **May 2, 2011**. Failure to submit the Mandatory Letter of Intent in a timely manner will preclude the Respondent from further consideration. Qualification submissions must be received at the Department no later than **3:00 PM Local Time** on **June 06, 2011**.

Qualification submissions received after the stated due date and time may be accepted by the Department as a clerical function but will not be evaluated.

Qualifications that are not evaluated shall be retained for thirty (30) days after the resultant contract is executed, after which the qualifications will be destroyed or retained for pick-up by the submitters.

All qualifications must be in sealed envelopes or sealed boxes clearly identified as:

## **Fiscal Intermediary Services Request for Qualifications**

### **(FIS RFQ)**

The Request for Qualifications is available in electronic format on the State Contracting Portal at <http://das.ct.gov/Director.aspx?Page=12> or from the Department's Official Contact:

Name: Marcia McDonough  
Address: 25 Sigourney Street Hartford CT 06106-5033  
Phone: 860.424.5214  
Fax: 860.424.5800  
E-Mail: [Marcia.McDonough@ct.gov](mailto:Marcia.McDonough@ct.gov)

The RFQ is also available on the Department's website at

<http://www.ct.gov/dss/cwp/view.asp?a=2345&q=304920&dssNav=>

A printed copy of the RFQ can be obtained from the Official Contact upon request.

The Department of Social Services is an Equal Opportunity/Affirmative Action Waiver Participant. Persons who are deaf or hard of hearing may use a TDD by calling 1-800-842-4524. Questions or requests for information in alternative formats must be directed to the Contract Administration Office at 860-424-5214. The Department of Social Services reserves the right to reject any and all qualifications or cancel this procurement at any time if it is deemed in the best interest of the State.

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## I. GENERAL INFORMATION

### ■ A. INTRODUCTION

#### 1. RFQ Name or Number.

Fiscal Intermediary Services Request for Qualifications (FIS RFQ), FIS\_RFQ\_041811.

#### 2. Summary.

The Department of Social Services has issued this Request for Qualifications to obtain Fiscal Intermediary Services for participants receiving services through 1915c Medicaid Waiver and State funded Home and Community Based Programs.

Eligible Respondents shall be:

- Private Provider Organizations (defined as nonstate entities that are either nonprofit or proprietary corporations or partnerships); and
- Connecticut State agencies and municipalities.

Individuals who are not a duly formed business entity are ineligible to participate in this procurement.

The Respondent must have a minimum of five (5) years experience and capabilities in each of the following criteria:

- Providing Fiscal Intermediary Services for a government program;
- Working with persons with disabilities and familiarity with Home and Community Based Medicaid Waivers; and
- Providing Waiver Participant training services for a government program. This includes, but is not limited to developing, implementing and maintaining a training program for Waiver Participants who elect to hire Household Employees. The training program shall include an on-going assessment of an additional training for Waiver Participants who hire Household Employees to ensure continued compliance with hiring and employment responsibilities.

The Respondent must demonstrate its qualifications to serve as a Fiscal Intermediary Service including special experience and expertise in providing government funded Claims Payment, Waiver Participant Agent and Waiver Participant Training services for individuals with disabilities.

The Department is requesting qualifications for Fiscal Intermediary Services for the resultant contract period of October 1, 2011 to September 30, 2014. The resultant contract will be for a three-year period with the option for two one-year extensions at the discretion of the Department. The Department of Social Services will fund one (1) organization to provide the services as presented in the Request for Qualifications

#### 3. Commodity Codes.

The services that the Department wishes to procure through this RFQ are as follows:

- 2000: Community and Social Services
- 1000: Healthcare Services
- 0600: Services (Professional, Consulting, Support)



## ■ B. ABBREVIATIONS / ACRONYMS / DEFINITIONS

1. **ABI:** Acquired Brain Injury
2. **ABI Waiver Program:** A Home and Community-Based Medicaid Waiver that serves persons who are at least 18 years of age with acquired brain injury who, without such services, would otherwise require placement in one of four types of institutional settings (i.e., skilled nursing facility, ABI skilled nursing facility, intermediate care facility, or chronic disease hospital).
3. **Agency Providers:** Individuals, employed by an agency, who provide services for ABI, PCA and CHCPE Waiver Participants.
4. **Claims Processing Fund Advances:** Funds provided by the Department to the fiscal intermediary to disburse payments to service providers for the delivery of home and community based services to a Participant as authorized by the participant's service plan. Payments from the Claims Processing Fund Advance are limited to those payments which the Contractor expects to receive reimbursement from Electronic Data Systems, Inc. (EDS)
5. **Claims Processing Accounts:** Accounts held by the fiscal intermediary into which processing fund advances from the Department and reimbursements from are deposited and from which claims payments are issued by the fiscal intermediary.
6. **Connecticut Homecare Program for Elders (CHCPE):** A Home and Community-Based Medicaid Services for persons over the age of 64 who meet the financial and functional eligibility criteria as defined by the Department.
7. **Contractor:** A private provider organization, CT State agency, or municipality that enters into a POS contract with the Department as a result of this RFQ.
8. **Department or DSS:** The Connecticut State Department of Social Services.
9. **Employer Agent:** An entity that performs activities and functions that are required of an employer for wages paid on a Waiver Participant's behalf.
10. **Fiscal Intermediary:** An entity that functions on behalf of the Department to pay service claims and serve as an Employer Agent between each Waiver participant who utilizes Household Employees to deliver services.
11. **HCBS:** Home and Community-Based Services
12. **HCBS Waiver Program:** A HCBS Medicaid Waiver administered by DSS that enable the State to receive partial reimbursement from the federal government for providing community based services and supports designed to enable individuals to leave institutional settings or to prevent their placement into institutional settings in the first place.
13. **Household Employees:** Individuals employed directly by a Participant to provide services authorized by the Participant's service plan.
14. **Participant/Waiver Participant:** An individual whom the Department has determined is eligible for the services of the ABI, PCA and CHCPE Waivers and who receives support from a Fiscal Intermediary under contract with the Department.
15. **PCA:** Personal Care Assistance

16. **PCA Waiver Program:** A HCBS Medicaid Waiver that provides supports to maintain adults with chronic, severe, and permanent disabilities, in the community. Without these services, the adult would otherwise require institutionalization.
17. **Personal Care Assistant:** A Household Employee who provides personal care assistance services such as assistance with bathing, dressing, eating, toileting and transferring.
18. **Private Providers:** Service providers who are selected by the Participant or Participant's family member, who are not employed directly by a Participant or an Agency Provider and who meet the qualifications established by the Department to perform a Covered Service under the Department's Home and Community Based Waivers.
19. **Processing Account:** An account holding all of the Processing Fund Advances from the Department and all reimbursements to the fiscal intermediary from EDS or other claims agent of the Department.
20. **Prospective Respondent:** A private provider organization, CT State agency, or municipality that may submit qualifications to the Department in response to this RFQ, but has not yet done so.
21. **Provider Directory:** A directory that includes names and contact information of Individual Providers from which Participants may select to provide services in accordance with a Participant's Plan.
22. **Respondent:** A private Provider organization, CT State agency, or municipality that has submitted qualifications to the Department in response to this RFQ.
23. **Self-Directed Participants:** Participants who hire Household Employees.
24. **Service Plan:** The document that defines the quantity, scope, duration and Provider of services authorized by the Department for the benefit of the Waiver participant. The fiscal intermediary is responsible for ensuring payment for the Participant's receipt of authorized services approved by the Department in each Participant Plan.
25. **Subcontractor:** An individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific health or human service as part of a POS contract with the Department as a result of this RFQ.
26. **Ticket to Work:** The mission of the Department of Labor's Welfare to Work unit is to guide the provision of comprehensive, integrated employment and family support services that enable recipients of public assistance and those who are at risk of becoming recipients, to gain economic independence, and engage in life long learning.
27. **Welfare to Work:** This program modernizes employment-related services offered to Americans with disabilities. Through the Ticket Program, individuals with disabilities will be able to get job-related training and placement assistance from an approved provider of their choice. This provision enables individuals to go to providers whose resources best meet their needs, including going directly to employers. The second measure expands health care coverage so that individuals with disabilities will be able to become employed without fear of losing their health insurance.

## ■ C. INSTRUCTIONS

1. **Official Contact.** The Department has designated the individual below as the Official Contact for purposes of this RFQ. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Department. Respondents, prospective Respondents, and other interested parties are advised that any communication with any other Department employee(s) (including appointed officials) or personnel under contract to the Department about this RFQ is strictly prohibited. Respondents or prospective Respondents who violate this instruction may risk disqualification from further consideration.

Name: Marcia McDonough  
 Address: 25 Sigourney Street Hartford CT 06106-5033  
 Phone: 860.424.5214  
 Fax: 860.424.5800  
 E-Mail: [Marcia.McDonough@ct.gov](mailto:Marcia.McDonough@ct.gov)

Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.

2. **RFQ Information.** The RFQ, amendments to the RFQ, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:

- Department's RFQ Web Page  
<http://www.ct.gov/dss/cwp/view.asp?a=2345&q=304920&dssNav=>
- State Contracting Portal  
<http://das.ct.gov/cr1.aspx?page=12>

It is strongly recommended that any Respondent or prospective Respondent interested in this procurement subscribe to receive e-mail alerts from the State Contracting Portal. Subscribers will receive a daily e-mail announcing procurements and addendums that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFQ.

Printed copies of all documents are also available from the Official Contact upon request.

3. **Contract Awards.** The award of any contract pursuant to this RFQ is dependent upon the availability of funding to the Department. The Department anticipates the following:
  - Total Funding Available: Confidential
  - Number of Awards: One (1)
  - Contract Cost: Confidential
  - Contract Term: October 1, 2011- September 30, 2014
4. **Eligibility.** Private Provider organizations (defined as nonstate entities that are either nonprofit or proprietary corporations or partnerships), CT State agencies, and municipalities are eligible to submit qualifications in response to this RFQ. Individuals who are not a duly formed business entity are ineligible to participate in this procurement.
5. **Minimum Qualifications of Respondents.** In order to be considered for an award, a Respondent must have the following minimum qualifications:

The Respondent must have a minimum of five (5) years experience and capabilities in each of the following criteria:

- Providing Fiscal Intermediary Services for a government program;
- Working with persons with disabilities and familiarity with Home and Community Based Medicaid Waivers; and
- Providing Waiver Participant training services for a government program. This includes, but is not limited to developing, implementing and maintaining a training program for Waiver Participants who elect to hire Household Employees. The training program shall include an on-going assessment of an additional training for Waiver Participants who hire Household Employees to ensure continued compliance with hiring and employment responsibilities.

The Respondent must demonstrate its qualifications to serve as a Fiscal Intermediary Service including special experience and expertise in providing government funded Claims Payment, Waiver Participant Agent and Waiver Participant Training services for individuals with disabilities.

- 6. Procurement Schedule.** See below. Dates after the due date for submissions (“Submissions Due”) are target dates only (\*). The Department may amend the schedule, as needed. Any change will be made by means of an amendment to this RFQ and will be posted on the State Contracting Portal and, if available, the Department’s RFQ Web Page.

- RFQ Planning Start Date: 08/10/2010
- RFQ Released: **04/18/2011**
- Letter of Intent Due: 05/02/2011
- Deadline for Questions: 05/02/2011
- Responses to Questions: 05/09/2011
- Submissions Due: **06/06/2011**
- (\*) Respondent Selection: 07/11/2011
- (\*) Start of Contract Negotiations: 07/18/2011
- (\*) End of Contract Negotiations: 09/09/2011
- (\*) Start of Contract: **10/03/2011**

- 7. Letter of Intent.** A Letter of Intent (LOI) is required by this RFQ. The LOI is non-binding and does not obligate the sender to submit qualifications. The LOI must be submitted to the Official Contact by U.S. mail, fax, or e-mail by the deadline established in the Procurement Schedule. The LOI must clearly identify the sender, including name, postal address, telephone number, fax number, and e-mail address. It is the sender’s responsibility to confirm the Department’s receipt of the LOI. Failure to submit the required LOI in accordance with the requirements set forth herein shall result in disqualification from further consideration.

- 8. Inquiry Procedures.** All questions regarding this RFQ or the Department’s procurement process must be directed, in writing, to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline(s) will be answered. However, the Department will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFQ or the procurement process will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. If this RFQ requires a Letter of Intent, the Department reserves the right to answer questions only from those who have submitted

such a letter. The Department may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFQ. If any answer to any question constitutes a material change to the RFQ, the question and answer will be placed at the beginning of the amendment and duly noted as such. The agency will release the answers to questions on the date(s) established in the Procurement Schedule. The Department will publish any and all amendments to this RFQ on the State Contracting Portal and, if available, on the Department's RFQ Web Page. At its discretion, the Department may distribute any amendments to this RFQ to prospective Respondents who submitted a Letter of Intent. **Proposals must include the Addendum Acknowledgement, which will be placed at the end of any and all amendments to this RFP.**

**9. RFQ Conference.** An RFQ conference will not be held to answer questions from prospective Respondents.

**10. Submission Due Date and Time.** The Official Contact is the **only authorized recipient** of qualifications submitted in response to this RFQ. Submissions must be received by the Official Contact on or before the due date and time:

- Due Date: **06/06/2011**
- Time: **3:00 PM Local Time**

Faxed or e-mailed submissions will not be evaluated. The Department will not accept a postmark date as the basis for meeting the submission due date and time. Respondents should not interpret or otherwise construe receipt of a submission after the due date and time as acceptance of the submission, since the actual receipt of the submission is a clerical function. The Department suggests the Respondent use certified or registered mail, or a delivery service such as United Parcel Service (UPS) to deliver the submission when the Respondent is unable to deliver the submission by courier or in person. When hand-delivering submissions by courier or in person, allow extra time due to building security procedures. Submissions shall not be considered received by the Department until they are in the hands of the Official Contact or another representative of the Contract Procurement Unit designated by the Official Contact.. At the discretion of the Department, late submissions may be destroyed or retained for pick-up by the submitters.

An acceptable submission must include the following:

- one (1) original submission;
- five (5) conforming,(identical) copies of the original submission; and
- two (2) conforming electronic copies (Compact Disks) of the original submission.

The original submission must carry original signatures and be clearly marked on the cover as "Original." Unsigned submissions will not be evaluated. The original submission and each conforming copy of the submission must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee. The electronic copy of the submission must be compatible with Microsoft Office Word 2003. For the electronic copy, required forms and appendices may be scanned and submitted in Portable Document Format (PDF) or similar file format.

**11. Multiple Submissions.** Multiple submissions are not an option with this procurement.

**12. Declaration of Confidential Information.** Respondents are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from

them. If a Respondent deems that certain information required by this RFQ is confidential, the Respondent must label such information as CONFIDENTIAL. In Section C of the submission, Declaration of Confidential Information, the Respondent must reference where the information labeled CONFIDENTIAL is located in the submission. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the Respondent must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the Respondent that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

**13. Conflict of Interest - Disclosure Statement. Respondents must include a disclosure statement** concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the Respondent and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a Respondent tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the Respondent over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a Respondent must affirm such in the disclosure statement. *Example: “[name of Respondent] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85.”*

#### ■ D. SUBMISSION FORMAT

1. **Required Outline.** All submissions must follow the required outline presented in Section IV – Submission Outline. Submissions that fail to follow the required outline will be deemed non-responsive and not evaluated.
2. **Cover Sheet.** The Cover Sheet is Page 1 of the submission. Respondents must complete and use the cover sheet provided by the Department, [Cover Sheet](#).
3. **Table of Contents.** All submissions must include a Table of Contents that conforms to the required submission outline. (See Section IV.)
4. **Executive Summary.** Submissions must include a high-level summary, not exceeding 2 double-sided or 4 one-sided pages of the main submission and cost submission. The summary must describe the Respondent’s qualifications of a minimum of five (5) years experience and capabilities in each of the following criteria:
  - Providing Fiscal Intermediary Services for a government program;
  - Working with persons with disabilities and familiarity with Home and Community Based Medicaid Waivers; and
  - Providing Waiver Participant training services for a government program. This includes, but is not limited to developing, implementing and maintaining a training program for Waiver Participants who elect to hire Household Employees. The training program shall include an on-going assessment of an additional training for Waiver Participants who hire Household Employees to ensure continued compliance with hiring and employment responsibilities.

The Respondent must demonstrate its qualifications to serve as a Fiscal Intermediary Service including special experience and expertise in providing government funded Claims Payment, Waiver Participant Agent and Waiver Participant Training services for individuals with disabilities.

The Executive Summary must also at a minimum provide the proposed cost for the three (3) year resultant contract.

**5. Attachments.** Attachments other than the required Appendices or Forms identified in Section IV are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFQ. Failure to abide by these instructions will result in disqualification.

**6. Style Requirements.** Submissions must conform to the following specifications:

- Binding Type: Loose leaf or spiral-bound notebooks
- Dividers: A tab sheet keyed to the Table of Contents (TOC) must separate each major part of the submission. The title of each part must appear on the tab sheet
- Paper Size: Text shall be on 8½” x 11” paper, portrait orientation
- Page Limit: Specified in FIS RFQ sections
- Print Style: Single-sided or double-sided
- Font Size: Font shall be a minimum of twelve point
- Font Type: Font shall be either Arial or Times New Roman
- Margins: The binding edge margin of all pages shall be a minimum of 1½ inches; all other margins shall be one inch
- Line Spacing: Single-spaced

**7. Pagnation.** The Respondent’s name must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be numbered in the footer.

**8. Packaging and Labeling Requirements.** All submissions must be submitted in sealed envelopes or packages and be addressed to the Official Contact. The Legal Name and Address of the Respondent must appear in the upper left corner of the envelope or package. The RFQ Name or Number must be clearly displayed on the envelope or package. Any received submission that does not conform to these packaging or labeling instructions will be opened as general mail. Such a submission may be accepted by the Department as a clerical function, but it will not be evaluated. At the discretion of the Department, such a submission may be destroyed or retained for pick-up by the submitters.

## ■ E. EVALUATION OF SUBMISSIONS

**1. Evaluation Process.** It is the intent of the Department to conduct a comprehensive, fair, and impartial evaluation of submissions received in response to this RFQ. When evaluating submissions, negotiating with successful Respondents, and awarding contracts, the Department will conform to its written procedures for POS procurements (pursuant to C.G.S. § 4-217) and the State’s Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85).

**2. Screening Committee.** The Department will designate a Screening Committee to evaluate submissions submitted in response to this RFQ. The contents of all submissions,

including any confidential information, will be shared with the Screening Committee. Only submissions found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Submissions that fail to comply with all instructions will be rejected without further consideration. Attempts by any Respondent (or representative of any Respondent) to contact or influence any member of the Screening Committee may result in disqualification of the Respondent.

- 3. Minimum Submission Requirements.** All submissions must comply with the requirements specified in this RFQ. To be eligible for evaluation, submissions must (1) be received on or before the due date and time; (2) meet the Submission Format requirements; (3) follow the required Submission Outline; and (4) be complete. Submissions that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Department will reject any submission that deviates significantly from the requirements of this RFQ.
- 4. Evaluation Criteria (and Weights).** Submissions meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Screening Committee will use to evaluate the technical merits of the submissions. Only the criteria listed below will be used to evaluate submissions. The criteria are weighted according to their relative importance. The weights are confidential for the following subsections.
  - Organizational
  - Services
  - Staffing Plan
  - Data/Technology/Reporting
  - Subcontractors
  - Work Plan
  - Financial Profile
  - Itemized Budget and Budget Narrative
  - Appendices

Note:

As part of its evaluation of the Staffing Plan, the Screening Committee will consider the Respondent's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies § 46A-68j-30(10).

- 5. Respondent Selection.** Upon completing its evaluation of submissions, the Screening Committee will submit the rankings of all submissions to the Department head. The final selection of a successful Respondent is at the discretion of the Department head. Any Respondent selected will be so notified and awarded an opportunity to negotiate a contract with the Department. Such negotiations may, but will not automatically, result in a contract. Pursuant to Governor M. Jodi Rell's Executive Order No. 3, any resulting contract will be posted on the State Contracting Portal. All unsuccessful Respondents will be notified by e-mail or U.S. mail, at the Department's discretion, about the outcome of the evaluation and Respondent selection process.
- 6. Debriefing.** The Department will notify all Respondents of any award issued as a result of this RFQ. Unsuccessful Respondents may, within thirty (30) days of the signing of the resultant contract(s), request a Debriefing of the procurement process and its submission by contacting the Official Contact in writing at the address previously given. A Debriefing may include a request for and distribution of instructions to the evaluators, a copy of the evaluation tool, and a copy of the Respondent's scores including any notes



pertaining to the Respondent's submission. Debriefing information that has been properly requested shall be released within five (5) business days of the Department's receipt of the request.

Respondents may request a Debriefing meeting to discuss the procurement process by contacting the Official Contact in writing at the address previously given. Debriefing meetings that have been properly requested shall be scheduled within fifteen (15) days of the Department's receipt of a request.

A Debriefing will not include any comparisons of unsuccessful qualifications with other qualifications.

7. **Appeal Process.** The Respondent may appeal any aspect of the competitive procurement; however, such appeal must be in writing and must set forth facts or evidence in sufficient and convincing detail for the Department to determine whether during any aspect of the competitive procurement there was a failure to comply with the State's statutes, regulations, or standards concerning competitive procurement or the provisions of the Procurement Document. Appeals must be submitted by the Respondent to the Agency Head, with a copy to the Contract Administrator.

Respondents may submit an Appeal to the Department any time after the submission due date, but not later than thirty (30) days after the Department notifies Respondents about the outcome of a competitive procurement. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days.

Following the review process of the documentation submitted, but not later than thirty (30) days after receipt of any such Appeal, a written decision will be issued and delivered to the Respondent who filed the Appeal and any other interested party. The decision will summarize the Department's process for the procurement in question; and indicate the Agency Head's finding(s) as to the merits of the Respondent's Appeal.

Any additional information regarding the Debriefing and/or the Appeal processes may be requested from the Official Contact for this RFQ.

8. **Contest of Solicitation or Award.** Pursuant to Section 4e-36 of the Connecticut General Statutes, "Any bidder or RESPONDENT on a state contract may contest the solicitation or award of a contract to a subcommittee of the State Contracting Standards Board..." Refer to the State Contracting Standards Board website at [www.ct.gov/scsb](http://www.ct.gov/scsb).
9. **Contract Execution.** Any contract developed and executed as a result of this RFQ is subject to the Department's contracting procedures, which may include approval by the Office of the Attorney General.

## II. MANDATORY PROVISIONS

### ■ A. POS STANDARD CONTRACT, PARTS I AND II

*By submitting qualifications in response to this RFQ, the Respondent implicitly agrees to comply with the provisions of Parts I and II of the State's "standard contract" for POS:*

Part I of the standard contract is maintained by the Department and will include the scope of services, contract performance, quality assurance, reports, terms of payment, budget, and other program-specific provisions of any resulting POS contract. A sample of Part I is available from the Department's Official Contact upon request.

Part II of the standard contract is maintained by OPM and includes the mandatory terms and conditions of the POS contract. Part II is available on OPM's website at: [http://www.ct.gov/opm/fin/standard\\_contract](http://www.ct.gov/opm/fin/standard_contract)

Note:

Included in Part II of the standard contract is the State Elections Enforcement Commission's notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations. If a Respondent is awarded an opportunity to negotiate a contract with the Department and the resulting contract has an anticipated value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts has an anticipated value of \$100,000 or more, the Respondent must inform the Respondent's principals of the contents of the SEEC notice.

Part I of the standard contract may be amended by means of a written instrument signed by the Department, the selected Respondent (contractor), and, if required, the Attorney General's Office. Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General's Office.

### ■ B. ASSURANCES

*By submitting qualifications in response to this RFQ, a Respondent implicitly gives the following assurances:*

- 1. Collusion.** The Respondent represents and warrants that the Respondent did not participate in any part of the RFQ development process and had no knowledge of the specific contents of the RFQ prior to its issuance. The Respondent further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the Respondent's submission. The Respondent also represents and warrants that the submission is in all respects fair and is made without collusion or fraud.
- 2. State Officials and Employees.** The Respondent certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFQ. The Department may terminate a resulting 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 Respondent, contractor, or its agents or employees.
- 3. Competitors.** The Respondent assures that the submission is not made in connection with any competing organization or competitor submitting a separate submission in response to this RFQ. No attempt has been made, or will be made, by the Respondent to induce any other organization or competitor to submit, or not submit, qualifications for

the purpose of restricting competition. The Respondent further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the Respondent knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

4. **Validity of Submission.** The Respondent certifies that the submission represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFQ and any amendments or attachments hereto. The submission shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Department may include the submission, by reference or otherwise, into any contract with the successful Respondent.
5. **Press Releases.** The Respondent agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFQ or any resultant contract.

## ■ C. TERMS AND CONDITIONS

*By submitting qualifications in response to this RFQ, a Respondent implicitly agrees to comply with the following terms and conditions:*

1. **Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action Waiver Participant and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
2. **Preparation Expenses.** Neither the State nor the Department shall assume any liability for expenses incurred by a Respondent in preparing, submitting, or clarifying any qualifications submitted in response to this RFQ.
3. **Exclusion of Taxes.** The Department is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Respondents are liable for any other applicable taxes.
4. **Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
5. **Changes to Submission.** No additions or changes to the original submission will be allowed after submission. While changes are not permitted, the Department may request and authorize Respondents to submit written clarification of their submissions, in a manner or format prescribed by the Department, and at the Respondent's expense.
6. **Supplemental Information.** Supplemental information will not be considered after the deadline for submissions, unless specifically requested by the Department. The Department may ask a Respondent to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a submission. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Department. At its sole discretion, the Department may limit the number of Respondents invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per Respondent.

7. **Presentation of Supporting Evidence.** If requested by the Department, a Respondent must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFQ. The Department may make onsite visits to an operational facility or facilities of a Respondent to evaluate further the Respondent's capability to perform the duties required by this RFQ. At its discretion, the Department may also check or contact any reference provided by the Respondent.
8. **RFQ Is Not An Offer.** Neither this RFQ nor any subsequent discussions shall give rise to any commitment on the part of the State or the Department or confer any rights on any Respondent unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the Respondent and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the Respondent or for payment of services under the terms of the contract until the successful Respondent is notified that the contract has been accepted and approved by the Department and, if required, by the Attorney General's Office.

■ **D. RIGHTS RESERVED TO THE STATE**

*By submitting qualifications in response to this RFQ, a Respondent implicitly accepts that the following rights are reserved to the State:*

1. **Timing Sequence.** The timing and sequence of events associated with this RFQ shall ultimately be determined by the Department.
2. **Amending or Canceling RFQ.** The Department reserves the right to amend or cancel this RFQ on any date and at any time, if the Department deems it to be necessary, appropriate, or otherwise in the best interests of the State.
3. **No Acceptable Submissions.** In the event that no acceptable qualifications are submitted in response to this RFQ, the Department may reopen the procurement process, if it is determined to be in the best interests of the State.
4. **Award and Rejection of Submissions.** The Department reserves the right to award in part, to reject any and all submissions in whole or in part, for misrepresentation or if the submission limits or modifies any of the terms, conditions, or specifications of this RFQ. The Department may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Department reserves the right to reject the submission of any Respondent who submits qualifications after the submission date and time.
5. **Sole Property of the State.** All qualifications submitted in response to this RFQ are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ shall be the sole property of the State, unless stated otherwise in this RFQ or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
6. **Contract Negotiation.** The Department reserves the right to negotiate or contract for all or any portion of the services contained in this RFQ. The Department further reserves the right to contract with one or more Respondent for such services. After reviewing the scored criteria, the Department may seek Best and Final Offers (BFO) on cost from Respondents. The Department may set parameters on any BFOs received.

7. **Clerical Errors in Award.** The Department reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Respondent and subsequently awarding the contract to another Respondent. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial Respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the Respondent.
8. **Key Personnel.** When the Department is the sole funder of a purchased service, the Department reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Department also reserves the right to approve replacements for key personnel who have terminated employment. The Department further reserves the right to require the removal and replacement of any of the Respondent's key personnel who do not perform adequately, regardless of whether they were previously approved by the Department.

#### ■ E. STATUTORY AND REGULATORY COMPLIANCE

*By submitting qualifications in response to this RFQ, the Respondent implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:*

1. **Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Respondents are generally advised not to include in their qualifications any confidential information. If the Respondent indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The Respondent has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a Respondent may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.
2. **Certification Regarding Lobbying** - To submit a responsive qualification, **THE RESPONDENT SHALL** provide a signed statement to the effect that no funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. **Notification to RESPONDENTS, Parts I – V (CHRO)**- **Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as Contractors and subcontractors doing business with the State) to insure that State agencies do not enter into contracts with organizations or businesses that

discriminate against protected class persons. To submit a responsive qualification, THE RESPONDENT SHALL complete and submit with Qualification.

4. **Consulting Agreement Affidavit (OPM Ethics Form 5) Consulting Agreements, C.G.S. § 4a-81.** Qualifications for State contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the qualification. As used herein "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 C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM's website at [http://www.ct.gov/opm/fin/ethics\\_forms](http://www.ct.gov/opm/fin/ethics_forms)  
**IMPORTANT NOTE:** To submit a responsive qualification, THE RESPONDENT SHALL complete and submit OPM Ethics Form 5 to the Department with the Qualification.
5. **Gift and Campaign Contributions, C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8 and No. 7C, Para. 10; C.G.S. § 9-612(g)(2).** If a Respondent is awarded an opportunity to negotiate a contract with an anticipated value of \$50,000 or more in a calendar or fiscal year, the Respondent must fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and CT State agencies are exempt from this requirement. The gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM's website at [http://www.ct.gov/opm/fin/ethics\\_forms](http://www.ct.gov/opm/fin/ethics_forms)  
**IMPORTANT NOTE:** The successful Respondent must complete and submit OPM Ethics Form 1 to the Department prior to contract execution.
6. **Nondiscrimination Certification, C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1).** If a Respondent is awarded an opportunity to negotiate a contract, the Respondent must provide the Department with *written representation* or *documentation* that certifies the Respondent complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The nondiscrimination certification forms are available on OPM's website at [http://www.ct.gov/opm/fin/nondiscrim\\_forms](http://www.ct.gov/opm/fin/nondiscrim_forms)  
**IMPORTANT NOTE:** The successful Respondent must complete and submit the appropriate nondiscrimination certification form to the awarding Department prior to contract execution.
7. SEEC FORM 11- attached.

### III. PROGRAM INFORMATION

#### ■ A. DEPARTMENT OVERVIEW

The Department of Social Services (DSS/Department) provides a broad range of services to elderly persons, disabled persons, families and individuals who need assistance in maintaining or achieving their full potential for self-direction, self-reliance and independent living. It administers more than 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 sponsored by federal legislation including Medicaid, 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 Section 8 program under the Federal Housing Act.

The Department is headed by the Commissioner of Social Services, and there is one Deputy Commissioner for Programs. There is a Regional Administrator responsible for each of the three service regions. By statute, there is a statewide advisory council to the Commissioner, and each region must have a regional advisory council.

The agency administers most of its programs through 12 offices located throughout the state. Within the Department, the Bureau of Rehabilitation Services provides vocational rehabilitation services for eligible individuals with physical and mental disabilities throughout the state. For the other programs, services are available through offices located in the three regions, with central office support located in Hartford. In addition, many services funded by the agency are available through community-based agencies. The agency has out-stationed employees at participating hospitals and nursing facilities to expedite Medicaid applications and funds Healthy Start sites that can accept applications for Medicaid for pregnant women and young children.

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.

##### **Department Mission**

The Connecticut Department of Social Services provides a continuum of core services to:

- Meet basic needs of food, shelter, economic support, and health care
- Promote and support the choice to live with dignity in one's own home and community
- Promote and support the achievement of economic viability in the workforce

We gain strength from our diverse environment to promote equal access to all Department programs and services.

##### **Department Vision**

The Connecticut Department of Social Services is people working together to support individuals and families to reach their full potential and live better lives. We do this with humanity and integrity.

## ■ **B. OVERVIEW OF PERSONAL CARE ASSISTANCE, ACQUIRED BRAIN INJURY, AND CONNECTICUT HOME CARE PROGRAM FOR ELDERLY MEDICAID WAIVER PROGRAMS**

The Medicaid Home and Community-Based Services (HCBS) waiver program is authorized in §1915(c) of the Social Security Act and is administered by the Center for Medicaid and Medicare Services (CMS). The program permits a state to furnish an array of home and community-based services that assist Medicaid beneficiaries to live in the community and avoid institutionalization. Waiver program services complement and/or supplement the services that are available to participants through the Medicaid state plan and other federal, state and local public programs as well as the supports that families and communities provide. Connecticut operates several HCBS waiver programs to address the needs of various target populations. For the purposes of this RFQ, Connecticut is seeking a qualified resultant contractor to support the activities related to the Personal Care Assistance (PCA) and Acquired Brain Injury (ABI) Waivers and the Connecticut Home Care Program for Elders (CHCPE), which includes both Medicaid waiver and non-Medicaid funded participants. Each of these waivers espouse the belief that individuals are capable of choosing services and making decisions that will help them to begin or remain active participants in their communities. In 2010, \$20.6 million in claims were processed for the PCA Waiver, \$35.9 million for the ABI Waiver and \$6.5 million for CHCPE.

1. **Personal Care Assistance (PCA) Waiver:**  
The PCA Waiver provides supports to maintain adults with chronic, severe, and permanent disabilities in the community. Without these services, the adult would otherwise require institutionalization. The service plan is developed by a DSS social worker in partnership with the adult. Adults must be ages 18-64 to apply, must have significant need for hands on assistance with at least two activities of daily living (e.g., eating, bathing, dressing, transferring, and toileting), and must lack family and community supports to meet the need. The PCA Waiver is currently serving 803 participants.
2. **Acquired Brain Injury (ABI) Waiver:**  
The ABI Waiver serves persons who are at least 18 years of age with acquired brain injury who, without such services, would otherwise require placement in one of four types of institutional settings (i.e., skilled nursing facility, ABI skilled nursing facility, intermediate care facility, or chronic disease hospital). It is designed to assist participants to relearn, improve, or retain the skills needed to support community living. The ABI Waiver employs the principles of person-centered planning to develop an adequate, appropriate and cost-effective plan of care from a menu of nineteen home and community-based services. The intent of the service is to achieve personal outcomes that support the individual's ability to live in his/her community of choice. The ABI Waiver is currently serving 382 participants.
3. **Connecticut Home Care Program for Elders (CHCPE):**
  - a. The CHCPE pays for medical and non-medical support services that are needed by frail individuals ages 65+ to avoid institutionalization and to support independent living. There are no income limits for the program, but the cost of care is calculated according to a sliding fee scale. Most participants' services are funded through a 1915c Medicaid Waiver. Asset limits depend upon income level.



- b. For the purposes of this RFQ, the CHCPE program has one service type that is reimbursed, Personal Care Assistance. Past services were reimbursed under a pilot program that served up to 250 State-funded participants. The current number being served is 311 individuals. Changes to the CHCPE will expand the availability of PCA services to all persons in the program, which has 15,000 participants.

■ **OVERVIEW OF PROGRAM REQUIREMENTS:**

1. **Provider Outreach and Recruitment:** Conduct statewide outreach activities in order to increase awareness of the ABI, PCA and CHCPE Waiver Programs within the Provider community and to recruit Qualified Providers to serve these populations. The Department shall establish the Provider qualifications for each Provider type.
2. **Provider Credentialing:** Coordinate a systematic approach to the collection and verification of a Provider applicant's qualifications in order to determine whether the Department's Provider participation criteria are met, and whether the applicant should be enrolled as a Waiver Provider. Supply prospective Providers with a Provider Application; review Provider Applications and perform verification of all Agency or Private Providers' credentials, including but not limited to State Licensure, Commission on Accreditation of Rehabilitation Facilities (CARF) accreditation, and Joint Commission on Accreditation of Healthcare Organizations (JCAHO) accreditation as appropriate. This shall include conducting criminal background checks for all Household Employees and a bi-annual re-credentialing process.
3. **Provider Directory:** Develop, maintain and distribute an accurate Provider Directory listing all qualified Providers who may perform services for and are eligible for employment by Waiver Participants. Each Provider identified in any Waiver Participant's Service Plan must be included in the Provider Directory.
4. **Fiscal Intermediary (Claims Payment and Waiver Participant Agent):** Function on behalf of the Department as a Fiscal Intermediary to:
  - a. Pay Waiver service claims; and
  - b. Serve as a Waiver Participant Agent for each Waiver Participant who utilizes Household Employees to deliver services.
5. **Waiver Participant and Provider Training:** Offer Waiver Participant Training to individual PCA, ABI and CHCPE participants seeking to hire Household Employees. Offer Provider Training to individuals who have been identified as prospective Providers, and to current Waiver Providers who wish to enhance their skills.
  - a. **Waiver Participant Training:** Develop training curricula and materials, produce and implement a program to inform and train Waiver Participants of their responsibilities, provide ongoing assessment of Waiver Participants' competence in performance of their responsibilities, and provide follow-up training as needed. The Waiver Participant or designee shall have discretion over the sufficiency of the training of his or her Household Employee.

- b. **Provider Training:** Develop, produce, coordinate and implement training curricula and materials that address such issues as Acquired Brain Injury including but not limited to, its causes and characteristics; Person-Centered Planning, including but not limited to client choice; networking; and team building, universal precautions, ambulation / transfer techniques. This shall include administration of a basic competency test for prospective Providers.

## ■ C. MAIN SUBMISSION COMPONENTS

Where the Respondent's response to a specific requirement reflects the Respondent's response to another requirement, the Respondent may cite the other response instead of reproducing it.

Respondents that propose the use of subcontractors must present the same information about the proposed subcontractors as for the Respondents.

### 1.0 Organizational Requirements - Maximum Page Limitation is 10 pages, 5 double-sided pages, or 10 single-sided pages.

The Respondent's responses in this section shall address the details regarding the size and resources of the organization relevant to the functions to be performed under the resultant contract. The Respondent shall also include the location or locations that will be used as a base to provide the services as identified in the RFQ.

**To submit a responsive qualification THE RESPONDENT SHALL** describe the background of the Respondent's organization: years in operation; mission; philosophy; vision; experience providing Fiduciary and Waiver Participant agent activities; experience working with persons with disabilities and range of services the organization currently provides.

**To submit a responsive qualification THE RESPONDENT SHALL** describe the organization's familiarity with Home and Community Based Medicaid Waivers.

#### 1.1 Governance - Disclosure

**To submit a responsive qualification THE RESPONDENT SHALL** provide the following information for itself and any proposed subcontractor(s):

1. The name, work address, and percentage of time allocated for this resultant contract for each responsible director;
2. The role of the board of directors in governance and policy-making;
3. A current organizational chart defining levels of ownership, governance and management;
4. A complete description of any and all related party relationships and transactions. The Respondent must fully disclose any anticipated payments to a related party. (Such payments are non-allowable unless the Respondent provides sufficient data to satisfy the Department that the costs are necessary and reasonable);
5. An overview of how policies and procedures are reviewed and updated by the Respondent, whenever changes in Federal and State labor and employment tax rules and/or operations change or as requested by the Department; and
6. Evidence of sound fiscal management processes, fiscal stability, and the ability to manage public contracts, public grants, and third party reimbursement systems.

## 1.2 Ownership - Disclosure

**To submit a responsive qualification THE RESPONDENT SHALL** provide the following information for itself and any proposed subcontractor(s):

1. A complete description of percent of ownership by the principals of the company or any other individual or organization that retains a 5% or more interest including name and work address;
2. The relationship of the persons so identified to any other owner or governor if they are the individual's spouse, child, brother, sister, or parent;
3. The name of any person with an ownership or controlling interest of 5% or more, in the Respondent, who also has an ownership or control interest of 5% or more in any other related entity including subcontracting entity, parent entity or wholly owned entity. The Respondent shall include the name or names of the other entity;
4. The name and address of any person with an ownership or controlling interest in the disclosing entity or who is an agent or employee of the disclosing entity who has been convicted of a criminal offense related to that person's involvement in any program under Title XVIII, XIX, XX or XXI of the Social Security Act, since the inception of such programs;
5. Whether any person identified in subsections (1) through (4) above has been terminated, suspended, barred or otherwise excluded from participation, or has voluntarily withdrawn as the result of a settlement agreement, from any program under Titles XVIII, XIX, XX or XXI of the Social Security Act, or has within the last five years been reinstated to participation in any program under Titles XVIII, XIX, XX or XXI of the Social Security Act, and prior to said reinstatement had been terminated, suspended, barred or otherwise excluded from participation, or has voluntarily withdrawn as the result of a settlement agreement, in such programs;
6. A description of the relationship with other entities including:
  - a. Whether the Respondent is an independent entity or a subsidiary or division of another company (If the Respondent is not an independent entity, Respondent shall describe the organization linkages and the degree of integration/collaboration between the organizations including any roles of the organizations' principals); and
  - b. A description of the relationship of any parent company when the Respondent is an affiliate of another organization.

## 1.3 Experience - Contracts

**To submit a responsive qualification THE RESPONDENT SHALL** describe its experience and success related to the scope of work for this program including the following information concerning its experience with services contemplated by this RFQ, whether ongoing or completed:

1. Identify all state agency(s), other jurisdictions, and commercial resultant contractors in all other states for which the Respondent has engaged in similar or related contract work for the past three years;
2. Describe any current or past contract(s) where the Respondent performed similar work in the past three years for those agencies, jurisdictions or commercial resultant contractors and for

each contract include the name of customer's program officer, title, address, telephone number, fax number and e-mail address; the date of contract signing, the date of program initiation, the initial schedule completion date and the actual completion date;

3. **Provide a signed release** allowing the Department to access any evaluative information, including but not limited to site reviews conducted by any state agency, jurisdiction or commercial resultant contractor for which the Respondent has performed work in the past three years. Per Qualification Outline, (Section IV) the signed release should be located immediately following the Executive Summary.
4. Identify any state agency(s), jurisdiction and commercial resultant contractors (include contact information) with whom the Respondent has been required to work with a Federally certified Medicaid claims processor by either authorizing claims with Providers submitting claims directly to the claims processor or by submitting authorized claims to the claims processor on behalf of the Providers; and
5. List all sanctions, fines, penalties, or letters of noncompliance or any negotiated settlements made with any State Attorneys General relating to contracts of similar scope issued against the Respondent by any of the contracting entities listed above (the list shall include a description of the circumstance eliciting the sanction or letter of noncompliance or negotiated settlements and the corrective action or resolution to the sanction, fine, penalty, or letter of noncompliance or negotiated settlement; if the settlement bars disclosure of details, please state that and give as much information as permitted. If no sanctions, fines, penalties, letters of noncompliance or any negotiated settlements were issued, a statement that attests that no sanction, penalty, or compliance action has been imposed on the Respondent within the three years immediately preceding the date of this RFQ must be submitted).

#### 1.4 Respondent References - Organization

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

References must be able to comment on the following issues:

1. Capability to deliver required services;
2. Reputation/ethics/integrity;
3. Organizational approach;
4. Interpersonal skills; and
5. Ability to problem-solve.

The entity acting as a reference should be able to briefly describe the Respondent's (or subcontractor's) performance in each category and then rate the Respondent's performance as poor, fair, good, very good or excellent in each category.

The Department will disqualify any Respondent from competing in the RFQ process if the Department discovers that the Respondent had any influence on the references in completing the evaluation.

### **1.5 Connecticut FIS Operation Location**

The resultant contractor shall establish a Connecticut office to house the FIS Program Administration.

**To submit a responsive qualification THE RESPONDENT SHALL** propose a Connecticut office location.

### **1.6 Operating Hours**

The resultant contractor shall have operating hours Monday - Friday, from 8:30 am to 4:30 pm.

### **1.7 Small, Minority or Women's Business Enterprise**

Section 32-9e of the Connecticut General Statutes, superseded by Section 4a-60g sets forth the requirements of each executive branch agency relative to the Connecticut Small Business Set-Aside program. Pursuant to that statute, twenty-five (25%) of the average total of all contracts let for each of the three previous fiscal years must be set aside.

The Department requires that the Resultant Contractor make a "good-faith effort" to set aside a portion of this contract for a small, minority or women's business enterprise as a subcontractor. Such subcontractors may supply goods or services. Prospective Respondents may obtain a list of firms certified to participate in the Set-Aside program by contacting the Department of Administrative Services at the DAS website.

**To submit a responsive proposal THE RESPONDENT SHALL** describe its intention to set aside a portion of this contract for a small, minority or women's business enterprise as a subcontractor.

### **1.8 Department Responsibilities**

**To submit a responsive proposal THE RESPONDENT SHALL** identify specific support the Respondent requires from the Department to perform the tasks in any resultant contract. The Department of Social Services retains the ultimate decision-making authority required to ensure program tasks are completed.

Specific Department responsibilities are:

1. Program Management: A Program Director will be appointed by DSS. This individual will be responsible for monitoring program progress and will have final authority to approve/disapprove program deliverables.

2. Staff Coordination: The Program Director will coordinate all necessary contacts between the Resultant Contractor and Department staff.
3. Approval of Deliverables: The Program Director will review, evaluate, and approve all deliverables prior to the Resultant Contractor being released from further responsibility.

### **1.9 Evidence of Qualified Entity**

To submit a responsive proposal **THE RESPONDENT SHALL provide written assurance** to the Department from its legal counsel that it is qualified to conduct business in the State of Connecticut and is not prohibited by its articles of incorporation, bylaws, or the laws under which it is incorporated from performing the services required under any resultant contract.

Note: The Evidence of Qualified Entity must be submitted as a separate sheet and must be located immediately following the signed release that is located immediately following the Executive Summary located after the Table of Contents. The Evidence of Qualified Entity is not included in the page limitation of this section.

Where the Respondent's response to a specific requirement reflects the Respondent's response to another requirement, the Respondent may cite the other response instead of reproducing it.

Respondents that propose the use of subcontractors must present the same information about the proposed subcontractors as for the Respondents.

## **2.0 Service Requirements - Maximum Page Limitation is 20 pages, 10 double-sided pages, or 20 single-sided pages.**

### **2.1 Provider Outreach and Recruitment**

The resultant contractor shall perform activities in order to increase awareness of the ABI, PCA, and CHCPE Medicaid Waiver Programs within the Provider community and to recruit qualified Providers to serve the target Medicaid population. The Provider Outreach and Recruitment of the resultant contractor are as follows:

1. Identify those areas of the State in which service deficits exist;
2. Tailor outreach approaches to best recruit the types of Providers most needed to serve Waiver Participants on a regional and statewide basis;
3. Conduct at least 8 community service Provider outreach sessions per year (at least 2 per quarter);
4. Conduct at least one outreach session every twelve months in each of the Department's three regions during the contract period. The three regions include the [Northern Region](#), [Western Region](#) and [Southern Region](#).

Locations can include but are not limited to:

- a. Specific locations upon request from Waiver Participants, the Department, and community organizations;
  - b. Welfare-To-Work and Ticket-To-Work programs;
  - c. Job fairs;
  - d. Community colleges;
  - e. Area schools;
  - f. Training facilities; and
  - g. Places of worship.
5. Contact cultural organizations targeting populations that meet the linguistic, cultural, and gender needs of the Waiver Participants;
  6. Contact training programs for Personal Care Assistants and similar occupations such as Certified Nursing Assistants and Home Health Aides throughout CT and neighboring areas of New York, Massachusetts, and Rhode Island in order to identify and recruit potential Personal Care Assistants for inclusion in the PCA Provider Directory;
  7. Distribute program information and Provider applications for distribution to participants in the training programs listed above;



8. Distribute program information in all outreach efforts under this program. The resultant contractor's staff persons responsible for training Waiver Participants in their responsibilities shall be available to answer any questions regarding the scope of service and job requirements of all services including Household Employee Waiver services;
9. Utilize appropriate methods to publicize outreach activities including but not limited to:
  - a. Newsletters;
  - b. Individual contacts;
  - c. Direct mailings;
  - d. Print or other media advertisements; and
  - e. Other methods of communication as appropriate to each activity.
10. Distribute information about Waiver Programs and a job description to persons interested in becoming service Providers. The information shall be made available in brochure or other formats printed or produced by the Department; and
11. Maintain a log of potential Providers who attend each outreach activity or who are contacted through the outreach effort, including the date and place of each activity, the number of individuals who attend or are contacted, the number of individuals who subsequently participate in training, and the number of individuals, by specialty type, subsequently enrolled as qualified Providers.

**To submit a responsive qualification THE RESPONDENT SHALL** describe in detail the Respondent's methodology and resources to achieve the Provider Outreach and Recruitment requirements of the resultant contractor as listed in 2.1, 1-11.

## **2.2 Provider Credentialing**

The resultant contractor shall coordinate a systematic approach for the collection and verification of a Provider applicant's qualifications as a means to determine whether the Department's Provider participation criteria are met, and whether the applicant should be enrolled as a Waiver Provider; provide prospective Providers with a Provider Application; review Provider Applications and perform verification of all Agency or Private Providers' credentials, including but not limited to State licensure, Commission on Accreditation of Rehabilitation Facilities (CARF) accreditation, and Joint Commission on Accreditation of Healthcare Organizations (JCAHO) accreditation as appropriate. This shall include conducting criminal background checks for all Household Employees. The Provider Credentialing requirements of the resultant contractor are as follows:

1. Supply prospective Providers with a Provider Directory application. At a minimum, the application shall provide information including name, address, telephone number, and area of the State the applicant is willing to work, and provide essential information for Waiver Participants;
2. Review Provider Directory applications to ensure that Providers meet the requisite qualifications for the service type for which they are applying (including background check);

3. Refer to the Department any Provider Directory applications that present questionable credentials. The Department shall determine the acceptability of such credentials;
4. Perform verification of all Agency or Private Providers' credentials, including but not limited to State licensure, Commission on Accreditation of Rehabilitation Facilities (CARF) accreditation, and Joint Commission on Accreditation of Healthcare Organizations (JCAHO) accreditation as appropriate. The resultant contractor shall notify the Department of any certification infractions and/or sanctions, or other discrepancies between the Provider's self-reported credentials and the verification results for possible further action by the Department;
5. Develop, for approval by the Department, a modified Medicaid Provider agreement for all Household Employees;
6. Issue a Connecticut Medicaid Provider agreement for all Agency and Private Provider applicants who wish to perform Waiver services;
7. Offer and complete an approved criminal background check on any Household Employee Provider upon request by any Waiver Participant seeking to hire an individual;
8. Upon adoption of the revised Departmental regulations, advise every Household Employee applicant that upon submission of the application they will be required to undergo a criminal background check to be considered for enrollment in the Directory. Any criminal activity revealed by the background check, including but not limited to check fraud, theft, abuse, or assault, will result in disqualification from consideration for enrollment in the Provider Directory and possible further legal action. Such applicants shall be notified of their disqualification as a registered Provider eligible for hire by Waiver Participants. All negative reports will be forwarded to the Department for review and response from the resultant contractor and Provider Directory applicant as needed.

**To submit a responsive qualification THE RESPONDENT SHALL** describe in detail the Respondent's methodology and resources to achieve the Provider Credential requirements expected of the resultant contractor as listed in 2.2, 1-8.

### **2.3 Provider Directory Development and Maintenance**

The resultant contractor shall develop and maintain an accurate Provider Directory listing all qualified Providers who may perform services for and are eligible for selection/employment by Waiver Participants.

1. Establish a record for each Provider added to the Directory. Each record shall include but not be limited to the Provider's name and address, telephone number, Social Security or Federal Waiver Participant Identification Number, as appropriate, all credentials submitted by the Provider regarding his or her qualifications, and all correspondence between the resultant contractor and the Provider concerning the Directory application;
2. Maintain the Provider Directory database current within five business days of Provider additions or removals;

3. Supply copies of the Provider Directory to the Department and, as requested, to Waiver Participants. The resultant contractor shall provide monthly updates of revisions to the Directory to the Department, and the full updated Directory shall be provided on a quarterly basis to the Department and upon request to any Waiver Participant;
4. Registered Providers shall be removed from the Provider Directory when the Provider and/or the Department request the removal for criminal or fraud reasons; or if after six months inactivity the Providers cannot be reached by phone or mail by the resultant contractor. The resultant contractor will send a notification to the Provider two weeks prior to removing any Provider from the Directory;
5. The Household Employee applications shall be kept on file at the resultant contractor's office and shall be provided to Waiver Participants seeking to hire an individual. Household Employees may notify the resultant contractor that they elect to work exclusively for one Waiver Participant and request their name be excluded from the published Provider Directory; and
6. Identify Household Employees who perform Personal Care Assistance who are willing to provide emergency backup services and include them in the Provider Directory.

**To submit a responsive qualification THE RESPONDENT SHALL** describe in detail the Respondent's methodology and resources to achieve the Provider Directory Development and Maintenance requirements of the resultant contractor, as listed in 2.3, 1-6. Provide a description of the Respondent's plans to obtain a Federal Waiver Participant Identification Number (FEIN) for each participant seeking to hire household employees. The proposed system should address the retirement of the FEIN number, monitoring receipt and retirement and maintaining the documentation.

#### **2.4 Waiver Participant Training**

The resultant contractor shall offer Waiver Participant training to PCA, ABI and CHCPE participants seeking to hire Household Employees and offer Provider Training to individuals who have been identified as prospective Providers and to current Waiver Providers who wish to enhance their skills. The resultant contractor requirements for Waiver Participant and Provider Training are as follows:

1. Develop and implement a program to inform and train Waiver Participants of their responsibilities, providing ongoing assessment of Waiver Participants' competence in the performance of their Waiver Participant responsibilities, and providing follow-up training as needed;
2. Assess the training needs of Waiver Participants regarding their experience with recruiting, hiring, managing and supporting their own Household Employees;
3. On a monthly basis provide up to fifteen (15) participants with the training necessary for them to successfully complete their responsibilities as a Waiver Participant;

- a. Training topics shall include learning objectives such as:
  - 1) 'How to advertise and recruit Providers';
  - 2) 'How to interview Providers';
  - 3) 'How to evaluate performance of Household Employees';
  - 4) Problem solving or termination of Household Employees; and
  - 5) 'How to complete required IRS, State of Connecticut and Department, Paperwork' including but not limited to:
    - a) Federal Form SS-4 used to obtain FEIN number;
    - b) Federal Form 2678 used to designate resultant contractor as tax reporting agent;
    - c) Connecticut REG1 used to register for Connecticut State income tax;
    - d) Connecticut UC1-A used to register for Connecticut State Unemployment tax;
    - e) Department weekly time sheets; and
    - f) Verification and recording procedures to ensure that time sheets comply with the PCA Service Plan.
4. Assist the Waiver Participant with the necessary paperwork to obtain worker's compensation insurance if needed;
5. Assess any additional training needs in order for the participant to meet all of their Waiver Participant responsibilities, within four weeks following the first payroll activity and as needed;
6. Within three (3) working days after the Waiver Participant receives approval to receive Household Employee services, the resultant contractor must contact the Waiver Participant by telephone to evaluate his or her understanding of the Waiver Participant-related responsibilities. The evaluation shall determine the Waiver Participant's confidence in his or her own ability; experience and knowledge to recruit, screen, interview, choose, hire, train, supervise, and manage Household Employees; as well as the ability to complete tax, employment and timesheet information;
7. Provide a full-time Trainer for initial training and on-going support of Waiver Participants in their Waiver Participant role. The number of Waiver Participants trained shall not exceed ten (10) per week. The training shall begin within seven (7) working days of the initial telephone evaluation;
8. Utilize language interpreters as needed during Waiver Participant training to assist in communication with the Waiver Participant and any potential Household Employees;
9. During this training, the Waiver Participants shall be informed that they may request Quarterly Wage Reports of their Household Employees payroll;
10. Conduct a criminal background check on any Household Employee not already on the Provider Registry; and

11. In collaboration with the Department, assist the Waiver Participant in completing and submitting the necessary paperwork to obtain worker's compensation insurance for his or her Household Employee working more than 25.75 hours per week. Funding for the Waiver Participant's workman's compensation policy is the responsibility of the Waiver Participant and is not part of the resultant contractor's Administrative Budget or Processing Funds.

**To submit a responsive qualification THE RESPONDENT SHALL** describe in detail the Respondent's methodology and resources to achieve the Waiver Participant and Provider Training requirements of the resultant contractor, as listed in 2.4, 1-11. Describe the Respondent's plan for training of all Staff to support the efficacious implementation of the service. Be specific regarding the duration, intensity and frequency of training requirements. Describe the development, implementation, and maintenance of a training program for Waiver Participants who elect to hire Household Employees.

## **2.5 Provider Training**

The resultant contractor shall provide training for the Waiver Programs as required by the Department, to any prospective Waiver Provider seeking to provide services to Waiver Participants and for whom such training is a credentialing requirement as set forth in the Department's Provider Manual. The resultant contractor shall develop, produce, coordinate and implement training curricula and materials that address such issues as Acquired Brain Injury including but not limited to, its causes and characteristics; Person-Centered Planning, including but not limited to client choice; networking; and team building. This shall include administration of a basic competency test for prospective Providers.

1. Develop and implement mechanisms to ensure that reimbursable ABI Waiver services have been provided in the quantity, scope and duration indicated on timesheets and/or invoices with the Department's input and consultation. Mechanisms may include but are not limited to the following:
  - a. Random calls;
  - b. Investigation of complaints; and
  - c. Verification of the accuracy of time sheets and/or invoices in agreement with the Waiver Participants' approved service plans.

**To submit a responsive qualification THE RESPONDENT SHALL** describe in detail the Respondent's methodology and resources to achieve the Provider Training requirements of the resultant contractor, as in 2.5, 1. Be specific regarding the duration, intensity and frequency of training requirements to any prospective Waiver Provider seeking to provide services to Waiver Participants.

## **2.6 Fiscal Intermediary (Claims Processing and Waiver Participant Agent)**

The resultant contractor shall function on behalf of the Department as a Fiscal Intermediary to pay all Waiver Participant service claims, serve as a Waiver Participant Agent for each Waiver Participant who utilizes Household Employees to deliver services and seek reimbursement for claim expenditures.

1. Claims Processing - The resultant contractor shall operate a payment system to process invoices and timesheets from and disburse payments to Agency Providers, Individual Providers and Household Employees that have provided services to a Waiver Participant in accordance with scope, quantity and duration outlined in the Waiver Participant's Plan of Care. The resultant contractor shall disburse payments utilizing claims processing dollars issued by the Department, including the following:
  - a. Disburse funds to Providers using Claims Processing Funds provided by the Department and subsequently deposited by the resultant contractor into a Claims Processing Account. The Department shall provide the resultant contractor with Claims Processing Fund Advances as necessary and adding funds as required.
  - b. Maintain separate Administrative and Claims Processing Accounts with its financial institution. The sweep portion of these accounts shall be invested in U. S. Treasuries and repurchase agreements backed by U. S. Treasuries. The bank in which such accounts are located shall credit the interest from this account monthly. The resultant contractor's accounting entry for this credited interest shall be a liability designated as "DSS Interest Payable". A separate account, fully insured by the Federal Deposit Insurance Company, shall be used for withdrawals by the payroll service.
    - 1) The Claims Processing Fund Account shall not supplement nor supplant Medicaid reimbursements for ABI Waiver payroll expenditures. These funds are intended to enable Payroll expenditures in advance of Medicaid reimbursement for these expenditures.
    - 2) The Department may advance additional funds to the Claims Processing Account as required to ensure that sufficient funds are available to reimburse Providers, upon adequate justification for such funds by the resultant contractor and upon approval from the Department, including reconciliation of accounts.
2. Waiver Participant Agent: The resultant contractor shall perform all activities and functions that are required of a Waiver Participant for wages paid on the Waiver Participant's behalf and as applicable this shall include:
  - a. Receiving, disbursing, and tracking Medicaid and/or public funds based on Waiver Participants' approved service plans/budgets; assisting Waiver Participants with completing participant enrollment and worker employment forms; conducting criminal background checks of prospective workers; and verifying workers' information (e.g., social security numbers, citizenship or legal alien verification documentation).
  - b. Preparing and distributing payroll including the withholding, filing, and depositing of federal and state income tax withholding and employment taxes and locality taxes; processing and paying resultant contractor invoices for approved goods and services, as applicable; generating reports for State program agencies and participants.
    - 1) The resultant contractor shall track and pay FICA (Social Security), FUTA (Federal Unemployment), UC (State unemployment), and State and Federal income tax for Household Employee Providers included in the Service Plan on behalf of the Waiver Participants. The resultant contractor shall not deduct FICA, FUTA, UC, or State or Federal income taxes from its disbursements to Agency and Private Providers.
    - 2) Within 15 days of receipt of a Provider invoice the resultant contractor shall:

- a) Confirm that the Provider identified on the invoice is included on the Provider Registry and is the Provider designated in the Service Plan;
  - b) Review the invoice to determine whether the services described in the invoice and the amounts charged for such services, conform on their face to services and amounts authorized under the applicable Service Plan;
  - c) Confirm the mathematical accuracy of the total amount set forth on said invoice;
  - d) Approve invoices for payment relying on the correctness of the invoice submitted. The resultant contractor shall not be bound to make any investigation of the facts therein, provided the invoice conforms to the Service Plan and the fees established by the Department.
- 3) Within 45 days of receipt of allowable claims and upon determination that the services described in an invoice or the amounts charged for such services have not been authorized or do not otherwise agree with the Service Plan, the resultant contractor shall resolve disputed claims. Resolution shall include but not be limited to:
- a) Notifying the Provider in writing of the reason(s) for non-payment, with a copy to the Department Social Worker;
  - b) Providing reasonable telephone assistance to the Provider in understanding the cause(s) of non-payment; and
  - c) Referring the matter to the Department in the event that the invoice cannot be cleared for payment within 60 days of its receipt. Upon instruction from the Department, the resultant contractor shall subsequently pay or deny the invoice.
  - d) The resultant contractor shall expedite the payment of invoices within the maximum processing times established in subsections 2.a and 2.b. above.
3. **Reimbursements:** The resultant contractor shall seek reimbursement for payments made by submitting a claim for reimbursement of such disbursement to Electronic Data Systems, Inc. (EDS), and/or another agent that may be identified by the Department, within 30 days of receipt of an invoice in the manner and form prescribed by the Department.
- a. Upon determination that the services described in an invoice and the amounts charged conform on their face to the services and amounts authorized under the applicable Service Plan, the resultant contractor shall:
    - 1) Disburse payments to Providers biweekly within 30 days of receipt of an invoice. The initial payment to Household Employee and Private Providers shall be made at the end of the fourth week of employment as reimbursement for the first two weeks of employment. All subsequent payments shall be made on a biweekly basis.
    - 2) Submit a claim for reimbursement of such disbursement to Electronic Data Systems, Inc, (EDS) and/or other agent identified by the Department within 30 days of receipt of an invoice in the manner and form prescribed by the Department. Any claim that is rejected by EDS and is considered by the resultant contractor to be un-reimbursable due to no fault of the resultant contractor shall be submitted to the Department on a quarterly basis for review.
    - 3) Deposit funds into the Processing Account upon receipt of such reimbursement.

- 4) The resultant contractor shall monitor its fiduciary performance on a quarterly basis by conducting random sampling surveys with 10% of Providers from whom invoices have been received during the immediately preceding quarter. Surveys shall cover the accuracy, efficiency, and ease of operation of the fiscal functions performed by the resultant contractor.
- 5) The resultant contractor shall prepare a report from the previous calendar year for each Provider, on behalf of each ABI Waiver Participant, on IRS Form 1099 or W-2, as directed by the Department or Provider. Payments for FICA, FUTA, and UC shall be made on behalf of Private Providers in accordance with Internal Revenue Service and Department of Labor laws governing household employees. Such reports shall be prepared by January 31<sup>st</sup> of each calendar year.

**To submit a responsive qualification THE RESPONDENT SHALL** describe in detail the Respondent's approach to manage claims processing and Waiver Participant agent functions and to achieve requirements and expectations of the resultant contractor, as listed in 2.6, 1-3. Provide the Respondent's qualifications by describing a similar service or overseeing a similar program.

## **2.7 Quality Assurance**

The resultant contractor with the Department's input and consultation shall develop and implement mechanisms to ensure that reimbursable Waiver services have been provided in the quantity, scope and duration indicated on timesheets and/or invoices. Mechanisms may include but are not limited to the following:

- random calls,
  - investigation of complaints,
  - verification of the accuracy of time sheets and/or invoices in agreement with the Waiver Participants' approved service plans, and
  - review of signature cards or copy of signature on file.
1. The resultant contractor agrees to comply with any and all applicable regulations adopted by the Department or other state or federal agencies (e.g., Center for Medicaid and Medicare Services, IRS, Department of Labor, Department of Public Health) pursuant to the services provided under the resultant contract and, as applicable, require that all pertinent subcontractors comply as well.
  2. The performance of the resultant contractor, and any applicable subcontractors, shall be reviewed and evaluated at least annually by Department staff. Such reviews and evaluations may be performed by examination of client records, financial records, service logs, other documents and reports, and at meeting(s) with the resultant contractor's staff and/or clients and Board members. The Department and/or the resultant contractor shall conduct (separately or jointly) site visits at funded facilities and program sites administered by the resultant contractor.

**To submit a responsive qualification THE RESPONDENT SHALL** describe in detail the Respondent's methodology and resources to achieve the Quality Assurance requirements and



expectations of the resultant contractor, as listed in 2.7, 1-2. Describe any Quality Assurance process used to evaluate/improve quality of service delivery and describe any internal quality improvement processes it may utilize to evaluate the cultural competence of services that it provides. The Respondent shall also describe corrective action plans after review of complaints and evaluations to improve service deliverables.

## **2.8 Program Evaluation**

The resultant contractor agrees to administer annual satisfaction surveys (participant and resultant contractor) related to FIS provided. These surveys are to include, but not be limited to the payment of invoices, content and delivery of training, and outreach methods, service satisfaction. The method by which the survey is conducted and the sample size selected shall be determined in consultation with the Department. The Department shall collaborate with the resultant contractor in the development of the survey. The results of the survey and the subsequent recommendation shall be forwarded to the Department.

**To submit a responsive qualification THE RESPONDENT SHALL** describe in detail the Respondent's methodology and resources to achieve the Program Evaluation requirements and expectations of the resultant contractor.

Where the Respondent's response to a specific requirement reflects the Respondent's response to another requirement, the Respondent may cite the other response instead of reproducing it.

Respondents that propose the use of subcontractors must present the same information about the proposed subcontractors as for the Respondents.

### **3.0 Staffing Plan Requirements - Maximum Page Limitation is 10 pages, 5 double-sided pages, or 10 single-sided pages.**

The resultant contractor at a minimum shall:

1. Staff a Fiscal Intermediary Services Program Manager, Services Manager/ Trainer, Bookkeeper, Payroll Specialist and Data Entry/Office Assistant. The Program Manager shall have general operational oversight of the FIS Program, but shall ultimately report to the Executive Director/ CEO of the resultant contractor;
2. Employ the services of an Accountant as needed to meet FIS Program requirements;
3. Recommend that additional staff be phased in over the life of the resultant contract, as additional Waiver Participants are approved; and
4. Increase staffing upon agreement by the Department to increase the Authorized Budget to reflect increased staffing requirements.

#### **To submit a responsive qualification THE RESPONDENT SHALL:**

- a. Provide an organization chart and identify managers by name and attach resumes and job descriptions of identified managers. Resumes and job descriptions for existing staff who will be serving in the Fiscal Intermediary staff position(s) should also be submitted. If resumes are not available due to the position being vacant, job descriptions should be submitted.

Resumes for personnel proposed to fill the positions are limited to two (2) pages per resume. Resumes for personnel proposed to fill the positions and job descriptions for proposed positions are **not included in the page limitation** of this section.

- b. Describe the staffing model including all administrative and support personnel. Resumes and job descriptions for existing staff who will be serving in the Fiscal Intermediary staff position(s) should also be submitted.
- c. Describe the organizations plan for supervision of program staff and how it will ensure adequate supervision.
- d. Describe the current policy and process to recruit, hire and retain staff that represents the cultural and linguistic needs of the populations that the organization serves.
- e. Describe the current policy and process to recruit, hire and retain staff that represents the disabled and/or elder populations.

Where the Respondent's response to a specific requirement reflects the Respondent's response to another requirement, the Respondent may cite the other response instead of reproducing it.

Respondents that propose the use of subcontractors must present the same information about the proposed subcontractors as for the Respondents.

**4.0 Data/Technology/Reporting Requirements - Maximum Page Limitation is 6 pages, 3 double-sided pages, or 6 single-sided pages.**

1. The resultant contractor at a minimum shall within thirty (30) days following the end of each of the first three calendar quarters, and within sixty (60) days of the end of the resultant contract year, submit to the Department statistical reports in a format mutually agreed upon by the Department and the resultant contractor. Such reports shall include:
  - a. The number and type (by service type) of invoices received during the immediately preceding reporting period and year-to-date;
  - b. The number and type (by service type) of invoices that remain unpaid after thirty (30) days, forty-five (45) days and sixty (60) days as of the end of the reporting period;
  - c. The dollar value (by service type and total) of invoices paid by the resultant contractor during the immediately preceding reporting period and year-to-date;
  - d. Summary data of the provider training log described this RFQ, (2.1 Provider Outreach and Recruitment 11.);
  - e. Summary data of the provider outreach log described in this RFQ, (2.1 Provider Outreach and Recruitment 11.);
  - f. Expenditures made from the Authorized Budget (the financial report).

**To submit a responsive qualification THE RESPONDENT SHALL:**

- 1) Provide a description of how the organization will meet all DSS data submission and reporting requirements including the ability to provide monthly, quarterly bi-annual and ad hoc reports as outlined above;
- 2) Describe technological infrastructure that will allow the organization to meet all the goals and objectives of the proposed program including statewide access by fax, timely turnaround of funding requests, and quality assurance procedures to ensure that disbursements, accounting of balances and all required reporting are timely, accurate, and efficient; and
- 3) Describe the information systems infrastructure, including the hardware, operating system and software that the organization has to support the function outlined in this RFQ.

Where the Respondent's response to a specific requirement reflects the Respondent's response to another requirement, the Respondent may cite the other response instead of reproducing it.

Respondents that propose the use of subcontractors must present the same information about the proposed subcontractors as for the Respondents.

**5.0 Work Plan Requirements - Maximum Page Limitation is 6 pages, 3 double-sided pages, or 6 single-sided pages.**

Work Plan - **To submit a responsive qualification THE RESPONDENT SHALL** submit a Program Timetable that clearly outlines the task timetable for the implementation process from beginning to end. The timetable must display key dates and events relating to the establishment of the FIS Program and implementing the protocols. The timetable must display the position and title of the responsible party for the events and include the percentage of time allocated for all staff throughout the FIS Program. **To submit a responsive qualification THE RESPONDENT SHALL** provide a work plan narrative describing how the organization will provide and integrate all of the service elements described in the RFQ.

Where the Respondent’s response to a specific requirement reflects the Respondent’s response to another requirement, the Respondent may cite the other response instead of reproducing it.

Respondents that propose the use of subcontractors must present the same information about the proposed subcontractors as for the Respondents.

**6.0 Subcontractor (if applicable) Requirements - Maximum Page Limitation is 2 pages, 1 double-sided pages, or 2 single-sided pages.**

Through out the RFQ: Respondents that propose the use of subcontractors must present the same information about the proposed subcontractors as for the Respondents. In this section, 6.0 **To submit a responsive qualification THE RESPONDENT SHALL** provide the following information about the subcontractor:

- 1. Legal Name of Agency, Address, FEIN . . . . .
- 2. Contact Person, Title, Phone, Fax, E-mail.
- 3. Services Currently Provided . . . . .
- 4. Services To Be Provided Under Subcontract . . . . .

Where the Respondent's response to a specific requirement reflects the Respondent's response to another requirement, the Respondent may cite the other response instead of reproducing it.

Respondents that propose the use of subcontractors must present the same information about the proposed subcontractors as for the Respondents.

**D. COST SUBMISSION COMPONENT - Maximum Page Limitation is 6 pages, 3 double-sided pages, or 6 single-sided pages.**

The Respondent's submission must include cost information and other financial information in the following order:

1. Financial Profile - To submit a responsive qualification, THE RESPONDENT SHALL and if applicable, any proposed subcontractors shall: provide audited financial statements for each of the last two fiscal years. If audited financial statements for each of the last two fiscal years are not available, the Respondent shall provide comparable statements that will document the financial stability of the Respondent and include an explanation of the submission of documents other than audited financial statements. Audited Financial Statements do not count toward the total page limit of the qualification.
2. Budget Information - To submit a responsive qualification, THE RESPONDENT SHALL and if applicable, any proposed subcontractors shall: provide three (3) annual line-item budgets based on each contract year for the total proposed cost using the Itemized Budget Form. The budgets must include line items for all expenses to be incurred through the delivery of services.
3. Budget Narrative - To submit a responsive qualification, THE RESPONDENT SHALL and if applicable, any proposed subcontractors shall: explain in writing the expected program costs including a rationale for each line item included in the itemized budget. The narrative must include a listing and brief explanation of each staff position including number of hours worked weekly, number of weeks worked yearly, and hourly rate.

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

In addition to required compliance with the published cost standards, Respondents are advised that a responsive budget must limit annual administrative costs to 10% of the total budget over the resultant contract period.

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

## IV. SUBMISSION OUTLINE

This section presents the **required** outline that must be followed when submitting qualifications in response to this RFQ. Submissions must include a Table of Contents that exactly conforms with the required submission outline (below). Submissions must include all the components listed below, in the order specified, using the prescribed lettering and numbering scheme. Incomplete submissions will not be evaluated.

	Page
<b>A. Cover Sheet</b> . . . . .	<b>1</b>
<b>B. Table of Contents</b> . . . . .	<b>2</b>
<b>C. Declaration of Confidential Information</b> . . . . .	<b>etc.</b>
<b>D. Conflict of Interest - Disclosure Statement.</b> . . . . .	
<b>E. Executive Summary, Signed Release, Evidence of Qualified Entity</b> . . . . .	
<b>F. Main Submission.</b> . . . . .	
<b>1.0 Organizational Requirements 10 Pages TOTAL.</b> . . . . .	
1.1 Governance -Disclosure . . . . .	
1.2 Ownership- Disclosure . . . . .	
1.3 Experience- Contracts (signed release located in E.) . . . . .	
1.4 Respondent References- Organization . . . . .	
1.5 Connecticut FIS Operation Location . . . . .	
1.6 Operating Hours . . . . .	
1.7 Small, Minority or Women’s Business Enterprise . . . . .	
1.8 Department Responsibilities . . . . .	
1.9 Evidence of Qualified Entity (located in E.) . . . . .	
<b>2.0 Services Requirements 20 Pages TOTAL</b>	
2.1 Provider Outreach and Recruitment . . . . .	
2.2 Provider Credentialing . . . . .	
2.3 Provider Directory Development and Maintenance . . . . .	
2.4 Waiver Participant Training . . . . .	
2.5 Provider Training . . . . .	
2.6 Fiscal Intermediary (Claims Processing & Waiver Participant Agent) . . . . .	
2.7 Quality Assurance. . . . .	
2.8 Program Evaluation . . . . .	

<b>3.0</b>	<b>Staffing Plan Requirements 10 Pages TOTAL.</b>	. . . . .
<b>4.0</b>	<b>Data/Technology/Reporting Requirements 6 Pages TOTAL.</b>	. . .
<b>5.0</b>	<b>Work Plan Requirements 6 Pages TOTAL.</b>	. . . . .
<b>6.0</b>	<b>Subcontractor 2 Pages TOTAL</b>	. . . . .
<b>1.0</b>	<b>Cost Submission Component 6 Pages TOTAL</b>	
1.	Financial Profile	. . . . .
2.	Itemized Budget.	. . . . .
3.	Budget Narrative	. . . . .

**Appendices**

Résumés and Job Descriptions

Audited Financial Statements

**Forms**

Addendum Acknowledgement

Certification Regarding Lobbying

Notification to Proposers, Parts I – V (CHRO)

Consulting Agreement Affidavit (OPM Ethics Form 5)

SEEC Form 11, *attached*<sup>1</sup>

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**STATE OF CONNECTICUT**  
**STATE ELECTIONS ENFORCEMENT COMMISSION**  
20 Trinity Street Hartford, Connecticut 06106–1628

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**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](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.