

**PROCUREMENT NOTICE**

**LEGAL NOTICE**  
**Request For Proposal (RFP)**  
**RFP #2018\_30878**  
**Connecticut HIV Planning Consortium (CHPC)**

The Connecticut Department of Public Health (DPH), TB, HIV, STD and Viral Hepatitis Program is seeking proposals from Connecticut public and private organizations and community-based agencies to coordinate and facilitate the activities of the Connecticut HIV Planning Consortium (CHPC), a public health planning body initiative.

An anticipated total of approximately \$165,000 annually of federal CDC HIV Prevention funds (75,000) and federal HRSA HIV Health Care and Support Service funds (90,000) are available to support this project. Funding will be for a three-year period beginning approximately January 1, 2019 through December 30, 2021, subject to the continued availability of funds.

The Request for Proposals (RFP) is available in electronic format on the State Contracting Portal at: <http://portal.ct.gov/Services/Working-with-the-State/State-Contracting-Portal> or from the Department's Official Contact:

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CT Department of Public Health  
TB, HIV, STD & Viral Hepatitis Program  
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Hartford, CT 06134-0308  
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The RFP is also available on the Department's website at <http://www.ct.gov/dph/rfp> (Request for Proposals). A printed copy of the RFP can be obtained from the Official Contact upon request.

**Deadline for submission of proposals to the DPH is:**  
**July 3, 2018 by 4:00 p.m.**

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## I. GENERAL INFORMATION

### ■ A. INTRODUCTION

#### **RFP# 2018-30878 Connecticut HIV Planning Consortium (CHPC)**

The Department of Public Health (DPH) TB, HIV, STD and Viral Hepatitis Program is seeking a Connecticut contractor to coordinate and facilitate the activities of the Connecticut HIV Planning Consortium (CHPC). The Department is federally mandated by the Centers for Disease Control and Prevention (CDC) and the Health Services and Resources Administration (HRSA) to convene a statewide HIV Planning Group (HPG) to develop a comprehensive and integrated plan for HIV care and prevention service delivery that meets the needs of people living with HIV and those most at risk for acquiring the disease.

- 3. Synopsis.** Applicants must submit an **original proposal, five copies and an electronic copy.**
- 4. Commodity Codes.** The services that the Department wishes to procure through this RFP are as follows:  
2000: Community and Social Services  
0600: Services (Professional, Support, Consulting, and Misc. Services)

### ■ B. ABBREVIATIONS / ACRONYMS / DEFINITIONS

#### **ABBREVIATIONS / ACRONYMS / DEFINITIONS**

|        |  |
|--------|--|
| ADA    | Americans with Disabilities Act of 1990            |
| APR    | Annual Progress Report                             |
| CAETC  | Connecticut AIDS Education and Training Center     |
| CDC    | Centers for Disease Control and Prevention         |
| C.G.S. | Connecticut General Statutes                       |
| CHE    | Commission on Health Equity                        |
| CHPC   | Connecticut HIV Planning Consortium                |
| CHRO   | Commission on Human Rights and Opportunity (CT)    |
| CT     | Connecticut  |
| DAS    | Department of Administrative Services (CT)         |
| DIS    | Disease Intervention Specialist                    |
| DPH    | Department of Public Health                        |
| DMHAS  | Department of Mental Health and Addiction Services |
| FPL    | Federal Poverty Level                              |
| FOIA   | Freedom of Information Act (CT)                    |
| HCV    | Hepatitis C Virus                                  |
| HCSS   | Health Care and Support Services                   |
| HIP    | High Impact Prevention                             |
| HIV    | Human Immunodeficiency Virus                       |
| HRSA   | Health Resources and Services Administration       |
| IDU    | Injection Drug User                                |
| IPR    | Interim Progress Report                            |
| IRS    | Internal Revenue Service (US)                      |

|        |   |
|--------|---|
| Latinx | Person of Latin descent                             |
| LGBT   | Lesbian, Gay, Bisexual and Transgender              |
| LOI    | Letter of Intent                                    |
| MOA    | Memorandum of Agreement                             |
| MSM    | Men Who Have Sex with Men                           |
| NHAS   | National HIV/AIDS Strategy                          |
| nPEP   | Non-Occupational Post Exposure Prophylaxis          |
| OAG    | Office of the Attorney General                      |
| OPM    | Office of Policy and Management (CT)                |
| OSC    | Office of the State Comptroller (CT)                |
| P.A.   | Public Act (CT)                                     |
| PrEP   | Pre-Exposure Prophylaxis                            |
| PHAB   | Public Health Accreditation Bureau                  |
| PHS    | Public Health Services (US)                         |
| PII    | Personally identifiable information                 |
| PLWHA  | People Living With HIV/AIDS                         |
| PWID   | Persons Who Inject Drugs                            |
| PWP    | Prevention with Positives                           |
| POS    | Purchase of Service                                 |
| PS     | Partner Services                                    |
| RFP    | Request for Proposal                                |
| RW     | Ryan White  |
| RWHAP  | Ryan White HIV/AIDS Program                         |
| SCSN   | Statewide Coordinated Statement of Need             |
| SEEC   | State Elections Enforcement Commission (CT)         |
| SMART  | Specific/Measurable/Achievable/Realistic/Time-bound |
| SSP    | Syringe Service Programs                            |
| STD    | Sexually Transmitted Disease                        |
| TB     | Tuberculosis  |
| U.S.   | United States                                       |

- *applicant*: a private provider organization, CT State agency, or municipality that has submitted a proposal to the Department in response to this RFP.
- *contractor*: a private provider organization, CT State agency, or municipality that enters into a POS contract with the Department as a result of this RFP.
- *prospective applicant*: a private provider organization, CT State agency, or municipality that may submit a proposal to the Department in response to this RFP, but has not yet done so.
- *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 RFP.

## ■ C. INSTRUCTIONS

1. **Official Contact.** The Department has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Department. Applicants, prospective applicants, 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 RFP is strictly prohibited. Applicants or prospective applicants who violate this instruction may risk disqualification from further consideration.

Name: Gina D'Angelo  
Address: Department of Public Health, HIV Prevention Section  
410 Capitol Avenue, MS #11APV  
Hartford, CT 06134-0308  
Phone: (860) 509-8130 Fax: (860) 509-7853  
E-Mail: [gina.dangelo@ct.gov](mailto:gina.dangelo@ct.gov)

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

**2. RFP Information.** The RFP, amendments to the RFP, 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 RFP Web Page  
<http://www.ct.gov/dph/rfp>
- State Contracting Portal  
<http://portal.ct.gov/Services/Working-with-the-State/State-Contracting-Portal>

It is strongly recommended that any applicant or prospective applicant 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 RFP.

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 RFP is dependent upon the availability of Federal and State funding to the Department of Public Health. The Department anticipates the following:

- Total Funding Available: \$165,000 per year (\$495,000 total for three years).
- Number of Awards: 1
- Contract Cost: Confidential, to be negotiated with successful proposer
- Contract Term: January 1, 2019 through December 31, 2021

**4. Eligibility.** Proposals will be accepted from CT public and private organizations (defined as non-state entities that are either nonprofit or proprietary corporations or partnerships), community-based agencies, CT State agencies and municipalities. Individuals who are not a duly formed business entity are ineligible to participate in this procurement.

**5. Minimum Qualifications of Proposers.** To qualify for a contract award, a proposer must have the following minimum qualifications:  
(Note: The contractor will be evaluated on these qualifications as a whole, but it is not necessary for each staff member on the project to possess them individually)

- Master's Degree in Public Health, Health Policy Administration or a related field or significant experience with public health issues and planning.
- Ability to interpret and communicate HIV epidemiologic data.

- Working knowledge of MS Word, Outlook, EXCEL, ACCESS, Power Point and Publisher or equivalent programs.
- Ability to develop survey instruments, and to analyze and report findings.
- Ability to conduct focus groups and compile information.
- Ability to organize, plan agendas, schedule meetings.
- Ability to maintain an electronic database/listserv of CHPC membership and public participants and share information on a regular basis.
- Ability and ease of public speaking and presentation (e.g. communicate data of interest to the CHPC membership at meetings), including the development of handouts, power point presentations, and the ability to facilitate and direct discussion.
- Proficiency in writing and disseminating state plans or other large public health related documents.
- Proficiency in report writing (e.g. DPH triannual reports, etc.)

**6. Procurement Schedule.** See below. Dates after the due date for proposals ("Proposals 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 RFP and will be posted on the State Contracting Portal and, if available, the Department's RFP Web Page.

|                                       |   |
|---------------------------------------|---|
| • RFP Planning Start Date:            | December 27, 2017                         |
| • RFP Released:                       | May 15, 2018                              |
| • Letter of Intent (LOI) Due:         | May 29, 2018 Recommended but not required |
| • Deadline for Questions:             | May 29, 2018                              |
| • Answers Released:                   | June 12, 2018                             |
| • Proposals Due:                      | July 3, 2018                              |
| • (*) Proposer Selection:             | August 28, 2018                           |
| • (*) Start of Contract Negotiations: | August 28, 2018                           |
| • (*) Start of Contract:              | January 1, 2019                           |

**7. Letter of Intent.** A Letter of Intent (LOI) is recommended, but not required by this RFP. The LOI is non-binding and does not obligate the sender to submit a proposal. The LOI must be submitted to the Official Contact by US mail, fax, or e-mail by the deadline established in the Procurement Schedule (**Tuesday May 29, 2018 by 4:00 p.m.**). 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.

**8. Inquiry Procedures.** All questions regarding this RFP 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 RFP or the procurement process will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. The Department may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFP. If any answer to any question constitutes a material change to the RFP, 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 RFP on the State Contracting Portal and, if available, on the Department's RFP Web

Page. At its discretion, the Department may distribute any amendments to this RFP to prospective proposers who submitted a Letter of Intent.

**9. RFP Conference.** An RFP Conference will not be held.

**10. Proposal Due, Date and Time.** The Official Contact is the **only authorized recipient** of proposals submitted in response to this RFP. Proposals must be received by the Official Contact on or before the due date and time:

- Due Date: Tuesday July 3, 2018
- Time: 4:00 pm

**Proposals hand-delivered, faxed or e-mailed will not be evaluated. DPH will only accept mailed proposals and will not accept a postmark date as the basis for meeting the submission due date and time. Proposals received after the due date and time will not be evaluated.** At the discretion of the Department, late proposals may be destroyed or retained for pick up by the submitters.

An acceptable submission must include the following:

- one (1) original proposal;
- five (5) conforming copies of the original proposal; and
- one (1) conforming electronic copy of the original proposal.

The original proposal must carry original signatures and be clearly marked on the cover as "Original." Unsigned proposals will not be evaluated. The original proposal and each conforming copy of the proposal must be complete, contain page numbers, be properly formatted and outlined, and ready for evaluation by the Screening Committee. The electronic copy of the proposal must be compatible with Microsoft Office Word 2010. For the electronic copy, required forms and appendices may be scanned and submitted in Portable Document Format (PDF) or similar file format.

**11. Multiple Proposals.** The submission of multiple proposals is not an option with this procurement.

**12. Declaration of Confidential Information.** Applicants 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 proposer deems that certain information required by this RFP is confidential, the applicant must label such information as CONFIDENTIAL. In Section C of the proposal submission, the proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer 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 proposer 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.** Applicants 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 applicant 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 an applicant 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 applicant 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, an applicant must affirm such in the disclosure statement. *Example: "[name of applicant] 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. PROPOSAL FORMAT

- 1. Required Outline.** All proposals must follow the required outline presented in Section IV – Proposal Outline. Proposals 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 proposal. Proposers must complete and use the Cover Sheet form provided by DPH in Section V. A. 1. *Attachments. Legal Name* is defined as the name of private provider organization, CT State agency, or municipality submitting the proposal. *Contact Person* is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal. *Authorized Official* is defined as the individual empowered to submit a binding offer on behalf of the applicant to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments here to.
  - RFP Name or Number:
  - Legal Name:
  - FEIN:
  - Street Address:
  - Town/City/State/Zip:
  - Contact Person:
  - Title:
  - Phone Number:
  - FAX Number:
  - E-Mail Address:
  - Authorized Official:
  - Title:
  - Signature:
- 3. Table of Contents.** All proposals must include a Table of Contents that conforms to the required proposal outline. (See Section IV.)
- 4. Executive Summary.** Proposals must include a high-level summary, not exceeding 2 pages, of the main proposal and cost proposal. This summary is not included in the narrative page limit(s). The Executive Summary must include a brief description of the proposed service delivery including needs to be addressed, proposed services, the populations to be served, and the proposed cost.

Executive summary style requirements:

- Font Size : No smaller than 12 point type
- Font Type: Easily readable (e.g. Arial or Verdana)
- Margins: 0.5" on top, bottom, left and right,
- Line spacing: 1.5 line spacing

**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 RFP. **Failure to abide by these instructions will result in disqualification.**

**6. Style Requirements.** Each submitted proposal must conform to the following specifications (See Executive Summary style requirements in #4 above):

- Binding Type: Unbound, but fastened with binder clips
- Dividers: None specified
- Paper Size: 8.5" x 11"
- Page Limit: Maximum 10 page narrative limit not including Executive Summary and Required Forms and Attachments
- Print Style: Single-sided
- Font Size: No smaller than 11 point type
- Font Type: Easily readable (e.g. Arial or Verdana)
- Margins: No less than 0.5" top, bottom, left and right margins
- Line Spacing: 1.5 line spacing

**7. Pagination.** The applicant'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 proposals must be submitted in sealed envelopes or packages and be addressed to the Official Contact by the due date. The Legal Name and Address of the applicant must appear in the upper left corner of the envelope or package. The RFP Name or Number must be clearly displayed on the envelope or package. Any received proposal that does not conform to these packaging or labeling instructions may be accepted by DPH as a clerical function, but it will not be evaluated. At the discretion of the Department, such a proposal may be destroyed or retained for pick up by the submitters.

## ■ E. EVALUATION OF PROPOSALS

**1. Evaluation Process.** It is the intent of the Department to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful applicants, and awarding contracts, the Department will conform within 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 proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Screening Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further

consideration. Attempts by any applicant (or representative of any applicant) to contact or influence any member of the Screening Committee may result in disqualification of the applicant.

- 3. Minimum Submission Requirements.** All proposals must comply with the requirements specified in this RFP. To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) follow the required Proposal Outline; and (4) be complete. Proposals that fail to follow instructions or satisfy these Minimum Submission Requirements will not be reviewed further. The Department will reject any proposal that deviates from the requirements of this RFP.
- 4. Evaluation Criteria (and Weights).** Proposals 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 proposals. Only the criteria listed below will be used to evaluate proposals. The criteria are weighted according to their relative importance. **The weights are disclosed below (Total of 100):**

- **Organizational Profile (5)**
- **Scope of Services (30)**
- **Staffing Plan (10) (see note)**
- **Data and Technology (5)**
- **Subcontractors (0): *not applicable (included in Budget)***
- **Work Plan (30)**
- **Financial Profile (5)**
- **Budget and Budget Narrative (10)**
- **Appendices and Attachments (5)**

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

- 5. Applicant Selection.** Upon completing its evaluation of proposals, the Screening Committee will submit the rankings of all proposals to the Department head. The final selection of a successful applicant is at the discretion of the Department head. Any applicant 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 applicants will be notified by e-mail or U.S. mail, at the Department's discretion, about the outcome of the evaluation and applicant selection process.
- 6. Debriefing.** Within ten (10) days of receiving notification from the Department, unsuccessful applicants may contact the Official Contact and request information about the evaluation and applicant selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the ten (10) days. If unsuccessful applicants still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Department to discuss the evaluation process and their proposals. If held, the debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The Department will schedule and hold the debriefing meeting within fifteen (15) days of the request. The Department will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.

- 7. Appeal Process.** Applicants may appeal any aspect the Department's competitive procurement, including the evaluation and applicant selection process. Any such appeal must be submitted to the Department head. An applicant may file an appeal at any time after the proposal due date, but not later than thirty (30) days after an agency notifies unsuccessful applicants about the outcome of the evaluation and applicant selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. The filing of an appeal shall not be deemed sufficient reason for the Department to delay, suspend, cancel, or terminate the procurement process or execution of a contract. More detailed information about filing an appeal may be obtained from the Official Contact.
- 8. Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Department's contracting procedures, which may include approval by the OAG.

## II. MANDATORY PROVISIONS

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

*By submitting a proposal in response to this RFP, the applicant 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/opp/fin/standard\\_contract](http://www.ct.gov/opp/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 an applicant 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 applicant must inform the applicant'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 applicant (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 a proposal in response to this RFP, a proposer implicitly gives the following assurances:*

- 1. Collusion.** The applicant represents and warrants that the applicant did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The applicant further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the applicant's proposal. The applicant also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
- 2. State Officials and Employees.** The applicant 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 RFP. 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 applicant, contractor, or its agents or employees.

- 3. Competitors.** The applicant assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the applicant to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The applicant 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 applicant knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.
- 4. Validity of Proposal.** The applicant certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal 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 proposal, by reference or otherwise, into any contract with the successful proposer.
- 5. Press Releases.** The applicant agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFP or any resultant contract.

## ■ C. TERMS AND CONDITIONS

*By submitting a proposal in response to this RFP, an applicant 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 employer 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 an applicant in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
- 3. Exclusion of Taxes.** The Department is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Applicants 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 Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Department may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the Department, and at the applicant's expense.

- 6. Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Department. The Department may ask an applicant to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. 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 applicants invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per applicant.
- 7. Presentation of Supporting Evidence.** If requested by the Department, an applicant must be prepared to present evidence of experience, ability, and data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Department may make onsite visits to an operational facility or facilities of an applicant to evaluate further the applicant's capability to perform the duties required by this RFP. At its discretion, the Department may also check or contact any reference provided by the applicant.
- 8. RFP Is Not An Offer.** Neither this RFP 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 applicant unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the applicant 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 applicant or for payment of services under the terms of the contract until the successful applicant 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 a proposal in response to this RFP, a proposer implicitly accepts that the following rights are reserved to the State:*

- 1. Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Department.
- 2. Amending or Canceling RFP.** The Department reserves the right to amend or cancel this RFP 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 Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, 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 Proposals.** The Department reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. 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 proposal of any applicant who submits a proposal after the submission date and time.

- 5. Sole Property of the State.** All proposals submitted in response to this RFP 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 RFP shall be the sole property of the State, unless stated otherwise in this RFP 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 RFP. The Department further reserves the right to contract with one or more applicant for such services. After reviewing the scored criteria, the Department may seek Best and Final Offers (BFO) on cost from applicants. 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 an applicant and subsequently awarding the contract to another applicant. 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 applicant is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the applicant.
- 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 applicant'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 a proposal in response to this RFP, the proposer 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). Applicants are generally advised not to include in their proposals any confidential information. If the applicant 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 applicant has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While an applicant 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. 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.
- 3. Consulting Agreements, C.G.S. § 4a-81.** Proposals 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 proposal. 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/opp/fin/ethics\\_forms](http://www.ct.gov/opp/fin/ethics_forms)  
IMPORTANT NOTE: An applicant must complete and submit OPM Ethics Form 5 to the Department with the proposal.
- 4. 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 an applicant is awarded an opportunity to negotiate a contract with an anticipated value of \$50,000 or more in a calendar or fiscal year, the applicant 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/opp/fin/ethics\\_forms](http://www.ct.gov/opp/fin/ethics_forms)  
IMPORTANT NOTE: The successful applicant must complete and submit OPM Ethics Form 1 to the Department prior to contract execution.
- 5. Nondiscrimination Certification, C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1).** If an applicant is awarded an opportunity to negotiate a contract, the applicant must provide the Department with *written representation* or *documentation* that certifies the applicant 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/opp/fin/nondiscrim\\_forms](http://www.ct.gov/opp/fin/nondiscrim_forms)  
IMPORTANT NOTE: The successful applicant must complete and submit the appropriate nondiscrimination certification form to the awarding Department prior to contract execution.

### III. PROGRAM INFORMATION

#### ■ A. DEPARTMENT OVERVIEW

The Connecticut Department of Public Health (CTDPH) is the state's leader in public health policy and advocacy and is an integral part of the public health system. The public health system is defined as "all public, private, and voluntary entities that contribute to the delivery of essential public health services within a jurisdiction." This concept ensures that all entities' contributions to the health and well-being of the community or State are recognized in assessing the provision of public health services. The CTDPh is the center of a comprehensive network of public health services, and is a partner to local health departments for which it provides advocacy, counseling, training and certification, technical assistance, creative innovative consultation, and specialty services such as risk assessments that are not available at the local level. The agency is a source of accurate, up-to-date health information to the Governor, the Legislature, the federal government and local communities. This information is used to monitor the health status of Connecticut's residents, set health priorities and evaluate the effectiveness of health initiatives.

Public health departments work to protect the health of people and communities across the country through efforts such as ensuring access to clean air and water, encouraging healthful behaviors, and ensuring that children are immunized. Accreditation provides standards that health departments can seek to meet in order to ensure that they are continuously improving as they work to keep their communities healthy. Accreditation will drive public health departments to continuously improve the quality of their public health practice and their performance. In March 2017, the CT DPH was awarded the Public Health Accreditation by Public Health Accreditation Board (PHAB).

The work of the CTDPh is guided by the 10 Essential Public Health Services. The 10 Essential Public Health Services provide the framework for the National Public Health Performance Standards Program (NPHPSP). Because the strength of a public health system rests on its capacity to effectively deliver the 10 Essential Public Health Services, the NPHPSP enables health systems to assess how well they perform the following:

1. **Monitor** health status to identify community health problems.
2. **Diagnose and investigate** health problems and health hazards in the community.
3. **Inform, educate and empower** people about health issues.
4. **Mobilize** community partnerships to identify and solve health problems.
5. **Develop policies and plans** that support individual and community health efforts.
6. **Enforce** laws and regulations that protect health and ensure safety.
7. **Link** people to needed personal health services and assure the provision of health care when otherwise unavailable.
8. **Assure** a competent public health and personal health care workforce.
9. **Evaluate** effectiveness, accessibility and quality of personal and population-based health services.
10. **Research** for new insights and innovative solutions to health problems.

The mission of the CT DPH is: To protect and improve the health and safety of the people of Connecticut by:

- Assuring the conditions in which people can be healthy,
- Preventing disease, injury, and disability, and
- Promoting the equal enjoyment of the highest attainable standard of health, which is a human right and a priority of the state.

Connecticut's Department of Public Health TB, HIV, STD, and Viral Hepatitis Programs are the lead agency in the state for coordination of HIV care and prevention services addressing the HIV/AIDS epidemic. The HIV program is comprised of three areas: (a) Health Care and Support Services (HCSS), which oversees Ryan White Part B care programs and services for persons living with HIV/AIDS (PLWHA); (b) HIV Prevention Program, which oversees prevention services, structural, biomedical and effective behavioral interventions for people infected with or at risk of HIV infection, and, (c) the HIV Surveillance Program, which oversees the data that is collected on HIV and AIDS in CT and is responsible for producing the state's Epidemiological Profile, implementing Data to Care activities, as well as monitoring trends and emerging issues/populations.

## ■ B. PROGRAM OVERVIEW

The TB, HIV, STD and Viral Hepatitis Program houses two HIV Programs. The HIV Prevention Program seeks to: 1) prevent HIV infection among individuals at risk for HIV; 2) increase knowledge of sero-status among those who are HIV infected but unaware of their infection; and 3) through HIV prevention interventions, support collaboration and coordination of services for individuals living with, or at risk for, HIV. The HIV Prevention Program contracts with public, private, and community based organizations to provide services to people at high risk of acquiring or transmitting HIV and respond to an ever changing epidemic.

The National HIV/AIDS Strategy (NHAS) (<http://www.cdc.gov/hiv/policies/nhas.html>) guides the nation's HIV prevention and care efforts. To advance the goals of NHAS, CDC pursues a High-Impact Prevention (HIP) approach (<http://www.cdc.gov/hiv/policies/hip/hip.html>). This approach is designed to maximize the impact of prevention efforts for individuals most at risk for HIV infection, including men who have sex with men (MSM), communities of color, women, persons who inject drugs (PWIDs), transgender persons, and youth. This RFP will fund a project that is consistent with CDC's Healthy People 2020, and other HIV prevention priorities and strategies, which emphasize the use of proven public health approaches to reduce the incidence and spread of HIV ("Healthy People 2020" focus on HIV: <http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=22.>)

The NHAS contains four primary goals: 1) reduce the number of people who become infected with HIV, 2) increase access to care and optimize health outcomes for people living with HIV, 3) reduce HIV related health disparities, and 4) achieve a more coordinated response to the epidemic. Along with highlighting the importance of linkage to quality HIV medical care for people living with HIV, the Strategy also stresses the need to intensify HIV prevention efforts in communities where HIV is most heavily concentrated.

Other National Public Health Priorities and Strategies:

- The National Prevention Goals: <https://www.hiv.gov/federal-response/national-hiv-aids-strategy/overview>
- CDC National Center for HIV, Viral Hepatitis, STD, and TB Prevention (NCHHSTP) Strategic Plan: <http://www.cdc.gov/nchhstp/docs/>
- NCHHSTP-Strategic-Plan-through-2020-508.pdf
- HIV Care Continuum: <https://www.aids.gov/federal-resources/policies/care-continuum/>
- CDC Winnable Battles: <http://www.cdc.gov/WinnableBattles/index.html>
- Additional information about the goals and strategies of NCHHSTP is available at: <http://www.cdc.gov/nchhstp>

The Ryan White Part B Health Care and Support Services (HCSS) Program funds services as payer of last resort based on income eligibility with priority given to those out of medical care, or medically underserved low-income individuals with HIV. To do this, the HCSS Program contracts with Connecticut community-based organizations, HIV service organizations, Federally Qualified Health Centers, Community Health Centers and other eligible health providers to deliver services to individuals. This includes providing access to a full range of primary health care and support services that contribute to retention in care, viral load suppression, and eliminate health disparities in the State of Connecticut.

DPH's HIV Prevention Program and the Ryan White Part B Program are committed to the elimination of health inequities. Racial and ethnic minorities and Connecticut's disadvantaged residents experience health inequities, and therefore do not have the same opportunities as other groups to achieve healthy outcomes. Throughout the various components of the proposal, proposers are required to identify specific group(s) which experience a disproportionate burden of HIV disease (this must be supported by data) and address the extent to which health disparities and/or health inequities will be addressed through the planning process.

The Connecticut HIV Planning Consortium (CHPC) was formed in 2007 by integrating two separate HIV prevention and care planning bodies into one. The mission of the CHPC is to create a statewide HIV prevention and care system in which new HIV infections are reduced and those living with and affected by HIV have access to appropriate services. The charge of the CHPC is to develop a five year Integrated HIV Prevention and Care Plan for addressing the epidemic in Connecticut, assess progress including making any mid-course changes and report progress on all activities to DPH, CDC and HRSA through annual updates. Connecticut's 2017-2012 Plan aligns with the aforementioned goals of the National HIV/AIDS Strategy. The CHPC identifies measurable objectives and activities for each of these goals. The CHPC's diverse membership participates in planning activities during monthly large group and committee meetings to accomplish these tasks.

### **Purpose**

The purpose of this RFP is to coordinate and facilitate the CHPC's planning process and monitor membership and community engagement. CHPC membership must be diverse and reflective of the HIV epidemic in Connecticut, including as close as possible to 50% of the membership being comprised of people living with HIV. The purpose of the group is to assess the needs of people living with HIV in Connecticut and compare that to the resources available to meet those needs in order to identify gaps in services. The CHPC is responsible for making service recommendations to DPH based on these findings. Additionally, CHPC monitors quality of services delivered and health outcomes of people living with HIV by setting statewide indicators and monitoring available data sets. Additionally the CHPC serves as a conduit for information sharing across Ryan White Parts and Prevention in regards to best practices for Quality Management of HIV services. The primary charge of the CHPC is to develop a statewide integrated plan to address HIV in accordance with guidance from the CDC and the HRSA. <https://www.cdc.gov/hiv/pdf/funding/announcements/ps12-1201/cdc-hiv-integrated-hiv-prevention-care-plan-guidance.pdf>

Contractor must address how they will accomplish the bullets below:

- Work with the DPH Co-chair and the CHPC Community Co-chairs to ensure the CHPC is operating under federal guidance for HIV Planning Groups.  
<https://www.cdc.gov/hiv/pdf/p/cdc-hiv-planning-guidance.pdf>
- Handle all meeting logistics and provide staff support for all CHPC related meetings (a minimum of the following; 8 CHPC meetings annually including standing and ad hoc

committee meetings, 8 Executive Committee meetings, 8 Co-chair meetings and 8-12 Funders Group meetings).

- Work with DPH and the CHPC leadership to develop a formal mechanism for PLWH to advise the CHPC and the committees on all matters pertaining to planning and delivering HIV services.
- Work with DPH Co-chair and the Community co-chairs to lead the CHPC in addressing health disparities and health inequities as they relate to PLWHA and planning for HIV Care and Prevention services statewide.
- Work with the DPH Co-chair and the Community co-chairs to develop then prepare and disseminate all meeting documents (agendas, minutes and handouts).
- Maintain a membership database and coordinate all communication with CHPC members and members of the public including announcements, meeting notices, agendas, minutes and necessary materials prior to meetings.
- Maintain a CHPC list-serve for information dissemination to partners and stakeholders. Work with the DPH Co-chair to get approval on all items submitted for dissemination.
- Coordinate all member supports including transportation, stipends and reimbursements for eligible members.
- Coordinate all major planning tasks including the implementation of the Statewide Needs Assessment Process, development of the Resource Inventory and Gap Analysis, and Drafting of the Statewide Coordinated Statement of Need (SCSN).
- Coordinate any additional planning activities including but not limited to; presentations, new member orientations, community forums, listening sessions, webinars, HIV workforce analysis, and ad hoc or pilot workgroups, etc.
- Assist DPH Co-chair in evaluating the planning process and reporting on activities to CDC and HRSA through required Annual Progress Reports (APR) and Interim Progress Reports (IPR) and assist with preparation for presentations made regarding planning activities during site visits.
- Draft all planning documents including the 5 year Integrated HIV Prevention and Care Plan including the Statewide Coordinated Statement of Need (SCSN) and annual Plan updates.

### **Connecticut Epidemiological Data**

There have been several changes in the landscape of the HIV epidemic in CT over the past ten years. The number of newly diagnosed HIV cases and deaths of people diagnosed with HIV have steadily declined while people living with HIV (PLWH) continue to rise.

From 2006 to 2015, 3,595 cases of HIV were diagnosed and there were 2,250 deaths. Of the 10,818 PLWH, 1,345 (12%) were diagnosed in the past decade.

Injection Drug Use (IDU) is the largest behavioral risk group (30.4%) for people living with HIV. IDU is no longer the biggest risk factor among incident infections as there was an 87% decrease in new HIV diagnoses among people who inject drugs over the decade. This decrease can be attributed to successful prevention efforts including syringe service programs (SSPs). Conversely, HIV diagnoses in men who have sex with men (MSM) rose from 26.9% of all newly diagnosed infections in 2006 to 48.4% in 2015. Due to the increase in diagnoses among MSM, the proportion of all newly diagnosed HIV infections occurring among males rose to 75.5% in 2015. Trends in race were relatively stable; however, HIV prevalence is disproportionately distributed with rates 7.9 times higher in Black Americans and 5.8 times higher in Latinx than in whites.

The largest increase in HIV cases diagnosed over the past 10 years was seen in the 20-29 year old age group (from 18.4% in 2006 to 30.3% in 2015) with the highest rate seen in Black males. The rate of Black 20-29 year old males diagnosed in 2011-2015 was 115.9 per 100,000 person years and 61.6 in 20-29 year old Latino males compared to 12.3 in 20-29

year old white males. As highlighted by these statistics, Connecticut, as is the U.S. as a whole, is seeing an increase in new HIV diagnoses in young MSM of color. Black females also continue to experience disparity in HIV diagnosis over the past decade in CT. In 2015, Black females were diagnosed at a rate of 20.3 per 100,000 compared to 6.6 per 100,000 in Latinx and 0.75 per 100,000 white women. Also of important note are people progressing to AIDS within a year of their HIV diagnosis. CT continues to have a high percentage of "late testers", with 30% of people diagnosed with HIV in 2015 progressing to AIDS within a year of their diagnosis. Although the numbers of IDU diagnosed with HIV are small, 63% were diagnosed with AIDS within 3 months of their HIV diagnosis.

Geographically, CT cities continue to have the highest diagnoses of HIV in their residents. Hartford, Bridgeport and New Haven each had over 350 cases diagnosed in the past ten years. Waterbury, Stamford, New Britain and Norwalk had over 100 cases diagnosed in their residents during 2006-2015. In New London County, Norwich and New London each had approximately 50 newly diagnosed cases in their residents in the past decade. For more detailed information regarding geographic specifics, please visit  
<http://www.ct.gov/dph/cwp/view.asp?a=3135&q=393044>

### **Availability of Funding**

A total of up to \$165,000 annually of federal CDC HIV prevention funds and federal HRSA HIV health care and support service funds will be available, subject to the availability of funds. The contract will be for a two (2) year period.

### ***Special Considerations***

Applicants should be aware of the following special considerations related to the RFP and DPH funding requirements:

- The amount of HIV funding allocated in this RFP (\$165,000 per year) is an estimate based on current funding levels.
- Funding received by a contractor under the HIV Program during any previous funding process (RFP) is not a guarantee of future funding under the Program or through the State. Funding is granted through an open competitive bidding process.
- A variety of resources about the HIV Prevention Program, HIV/AIDS, HCSS, STDs, viral hepatitis, TB, the Statewide Plan for HIV for HIV Care and Prevention, and HIV/AIDS Surveillance are available at the following websites:

[www.ct.gov/dph](http://www.ct.gov/dph)  
[www.cdc.gov](http://www.cdc.gov)  
[www.hrsa.gov](http://www.hrsa.gov)

- Each proposal must be submitted on the attached DPH application Forms and include all required DPH and OPM documents and forms (e.g. Cover pages, Work plan, Budget Summary, etc). All requirements of this RFP must be met, including page limits.
- The Cover Page must contain the official name, address, email address and phone number of the applicant, the principal contact person for the application, and the name and signature of the person (or persons) authorized to execute the contract. The Cover Page must be signed by an authorized official of the applicant organization. Information about contractor staff responsible for certain contractual functions must also be included in the Cover Pages. Please provide the name, title, address, telephone, email address and FAX number of staff responsible for the completion and submittal of:

1. Contract and legal documents/forms
2. Program progress reports
3. Financial expenditure reports.

Proposer must indicate whether or not the agency is incorporated, the type of agency applying for funding, the fiscal year for the applicant agency, the agency's federal employer ID number and/or town code number, the applicant's Medicaid provider status and Medicaid number, if any, and if the applicant agency is registered as a Connecticut Minority Business Enterprise and/or Women Business Enterprise.

- Proposals submitted in response to this RFP will be reviewed in two steps; first, to determine whether the Proposer Minimum Requirements Checklist has been met (See Section V. Attachments), and, second to determine the technical merit of the proposal and the extent to which it meets the goals and intent of the RFP.

## ■ **C. MAIN PROPOSAL COMPONENTS (10 page maximum)**

### **1. Applicant Organizational Requirements and Profile:**

The purpose of this subsection is to state the organizational requirements (beyond eligibility and minimum requirements) for applicants and to offer guidance in providing the necessary information about the applicant's administrative and operational capabilities.

#### **a. Purpose, Mission, Vision, and History of Organization**

The applicant must provide a brief overview of the history and structure of the organization. The applicant must explain how the proposal will fit into the organization's overall mission. Applicants with long-standing, significant outstanding unresolved issues on current and/or prior year contracts with the DPH may be removed from consideration for additional or future funding.

#### **b. Entity Type (profit/non-profit, etc.) / Years of Operation**

Applicant must indicate entity type and years of operation. Proposals will be accepted from CT public and private organizations (defined as non-state entities that are either nonprofit or proprietary corporations or partnerships), community-based agencies, CT State agencies and municipalities. Individuals who are not a duly formed business entity are ineligible to participate in this procurement.

#### **c. Location of Office(s) or Facilities / Hours of Operation**

Applicants must define all locations where services will be provided, and hours of operation including nontraditional locations and hours.

#### **d. Current Scope of Services Served**

Applicants must describe what and how services are currently being delivered and the number and demographics of clients currently being served.

#### **e. Organization's Experience**

The applicant must describe the experience the organization has with the following:

- Building effective partnerships among diverse groups and organizations for collaborative public health planning
- Identifying capacity-building needs of organizations and securing needed capacity-building and technical assistance to reach program goals
- Mobilizing communities disproportionately impacted by HIV (i.e., People Living with HIV, Communities of color, Young men who have sex with men, Transgender people, etc.)

- Eliciting meaningful engagement and participation of stakeholders (i.e., providers, consumers, other partners, etc.) in the community planning process
- Engaging people living with HIV through community forums, focus groups, listening sessions or other unique mechanisms

**f. Accreditation / Certification / Licensure (if applicable)**

Please define any organizational accreditations, certifications or licensure.

**2. Service Categories– Scope of Services**

The proposer must address how the proposed services will be delivered. A detailed Work plan (See Section IV. Proposal Outline, I. Forms) explaining services to be provided, staff assigned, expected outcome measurements/successes and timetable of deliverables must be included with the proposal.

The proposer must describe how the proposal will fit into the organization's overall mission and services/service delivery system.

Further, the proposer must describe how a diverse group of community partners and stakeholders will be engaged in the planning process. In particular, proposer must describe efforts to ensure the meaningful engagement of PLWH.

**3. Staffing Requirements – Staffing Plan:**

**a. Key Personnel / Managers/ Staff Assigned**

The applicant must define all staff assigned to the proposal and outline specific responsibilities in the narrative. The applicant must describe all staff that will provide supervision, administration and provision of services, as well as applicable position titles, hourly pay rates, and hours assigned to services/ service delivery. Staff assignments must also be included in the Work Plan. The applicant must complete and attach the Staffing Profile in Section IV. I. Forms,

**b. Staffing Levels and Demographics of Organization Work Force**

The applicant must complete and attach an organizational Work Force Analysis in Section IV.I Forms.

**c. Staff Qualifications/ Experience**

The applicant must describe staff qualifications and experience to deliver the proposed services. Please indicate any staff certifications or licensures held. All current job descriptions and resumes must be included in Section IV. H Appendices. If new staff will be hired to deliver services, please include new job descriptions in Section IV. H. appendices as well.

**d. Organizational Chart**

The applicant must include an organizational chart in Section IV. H. Appendices.

**e. Recruitment, Hiring & Retention Plan**

The applicant must describe how new staff is recruited, hired, trained and the process/ method to retain current staff.

**4. Data and Technology Requirements:**

Contractors shall be required to use a data collection and reporting system, of the contractors choosing, in order to document materials received and distributed by the

contractor. Reports must be generated regularly for DPH. Proposers must have hardware capable of supporting the database and provide staff support for installation, maintenance and updating of the data system.

Proposers must have access to and be able to access email and the internet for the purposes of record reporting and data collection.

**a. E-Mail/Internet Capabilities**

Applicant must define current capabilities as well as system restrictions. Applicants must have access to and be able to access email and the internet for the purposes of data collection and record reporting, as well as for any required or recommended DPH webinars and teleconferences.

**b. IT Infrastructure / Hardware & Software Quality**

Applicant must describe current operating system, including the indication of any staff assigned to IT management. Such individual's name and contact information must be included.

**d. Assessment of Client Satisfaction**

Applicant must describe previous and planned client satisfaction surveys or feedback tools used to monitor and evaluate service delivery and client satisfaction with services. Applicant must describe how the findings from these tools will be utilized and describe any changes made as a result of survey(s) to improve services. Successful applicants will be required to submit copies of client satisfaction surveys and report to DPH any results of surveys on an annual basis.

**e. Quality Management and Monitoring & Evaluation (M&E)**

Applicant must describe the process for monitoring the planning process, collecting client data, and using quantitative and qualitative information to improve services. Applicant must clearly define in the Work Plan or through the development of a Quality Improvement Plan, the expected outcomes and measures of success of the service(s) to be provided.

**f. Data Security**

The applicant must describe what type of data security will be used to protect client data. The applicant should develop and maintain written policies and procedures on data security and confidentiality. Written policies and procedures should include:

- Review of applicable laws and regulations
- Description of applicable data (include details on types of records, systems, and reports)
- Roles and responsibilities of persons with authorized access to the data
- Provisions to limit disclosure and prevent indirect release of PII
- Guidance on data sharing
- Confidentiality guidelines  
([http://www.ct.gov/dph/lib/dph/infectious\\_diseases/tb/pdf/ct\\_security\\_confidentiality\\_guidelines.pdf](http://www.ct.gov/dph/lib/dph/infectious_diseases/tb/pdf/ct_security_confidentiality_guidelines.pdf))

All staff members are required to be trained in data security and confidentiality related policies. Staff members must be notified of any changes or updates to data security policies.

**1. Subcontractors**

*If subcontractors are utilized for the provision or delivery of a service, the purpose of this subsection is to specify the information to be*

*provided about the administrative and operational capabilities of each subcontractor.*

- Legal Name of Agency, Address, FEIN
- Contact Person, Title, Phone, Fax, E-mail
- Services Currently Provided
- Services To Be Provided Under Subcontract
- Subcontractor Oversight
- Subcontract Cost and Term
- Subcontractor Qualifications (see Staffing Requirements above)

## **2. Work Plan**

Applicant must submit a detailed Work Plan for the proposed work that includes SMART (Specific, Measurable, Achievable, Realistic and Time-framed) objectives. The work plan should describe the activities to be conducted, location where activities will take place, action steps, specific outcomes/deliverables of the activities, names of staff and position responsible for activities, and the specific timeframe for completion of activities. The timeline for implementation should include a three month start-up period to work with CT DPH to finalize a logic model, implementation and evaluation plan.

Completed Work Plan Form (See Sect V.A.)

## **■ D. COST PROPOSAL COMPONENT**

### **1. Financial Requirements - Profile**

#### **a. Annual Operating Budget**

The applicant must define the agencies annual operating budget, revenues and sources of other funding, other than HIV prevention [e.g. Ryan White Funds, as well as other federal, state and foundational funds]. Proposer must also describe how the organization will utilize small and minority businesses, whenever feasible, in the purchase of supplies and services. If said businesses are not used, the applicant must describe how proposed costs and services will be cost efficient.

#### **b. Fiscal Competitiveness**

The applicant must describe how the proposal is fiscally competitive, including how staffing and service delivery costs are competitive with similar organizations in order to attract and maintain qualified staff and provide services in a cost efficient manner. The applicant must also define fiscal stability as indicated in the organization's most recent fiscal audit.

Annual Budget and Revenues / Financial Standing  
Financial Management Systems / Financial Control Procedures  
Revenue Generation / Billing / Third Party Reimbursement  
Financial Status Reports / Audited Financial Statements

### **2. Budget Requirements – Budget and Budget Narrative**

#### **a. Budget Summary (Section IV. I. Forms)**

Detailed Budget Summary Forms must be submitted. Administrative costs shall not exceed 15% of the direct service costs of the funding for which the applicant applies.

Administrative costs include direct (overhead) costs. Subcontractor costs, if applicable must be included in the budget summary. Competitiveness of the applicant's budget will be considered as part of the proposal review process.

Total budget amount must be the same over the contract period. The maximum amount of the budget may not be increased after the proposal is submitted. All cost estimates will be considered as "not to exceed" quotations against which time and expenses will be charged. The proposed budget is subject to change during contract award negotiations.

The State of Connecticut is exempt from payment of excise, transportation and sales taxes imposed by the Federal and/or State government. Such taxes must not be included in contract prices.

Program Funding Sources / Total Available Funding / Period of Award:  
Proration / Third Party Reimbursement  
Flat Fees / Fee-For-Service Revenues  
Subcontractor Costs / Subcontractor Cost Schedules  
Cost Standards  
Budget Narrative / Line Item Budget  
Completion of Required Budget Forms (See Sect V.A)

#### IV. PROPOSAL OUTLINE

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

|   | Page       |
|---|------------|
| <b>A. Cover Sheet</b>   | <b>1-2</b> |
| 1. Applicant Information Form (See Section IV. I. Forms 1. Department)  |            |
| <b>B. Table of Contents</b>   | <b>3</b>   |
| <b>8. Declaration of Confidential Information</b>   | <b>4</b>   |
| (See Section I. C. 12 Declaration of Confidential Information. If a Declaration of Confidential Information <b>is applicable</b> , applicant must reference where within the proposal, information labeled as confidential is located and also provide rationale to justify an exemption of the information from release under FOIA. <b>If no such restriction is applicable, applicant must make a statement in Section IV. C of this proposal outline indicating "No Confidential Information Contained."</b> ) |            |
| <b>9. Conflict of Interest - Disclosure Statement</b>   | <b>4</b>   |
| (See Section I. C. 13. A disclosure statement must be included in this section if applicable. In the absence of any conflict of interest, an applicant must affirm such in Section IV. D. Example: [Name of applicant] 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.)   |            |
| <b>E. Executive Summary</b>   | <b>5-6</b> |
| (See Section I, D.4 Executive Summary for specifications).  |            |
| <b>F. Main Proposal</b>   | <b>6-7</b> |
| (Begin pagination with either page 6 or 7 depending on length of Executive Summary and continue page numbering accordingly with Organizational Profile)   |            |
| <b>1. Organizational Profile</b>  |            |
| a. Brief overview of the history and structure of the organization  |            |
| b. Agency's overall mission and vision  |            |
| c. Entity type and years of operation   |            |
| d. Locations where services will be provided, and hours of operation including nontraditional locations and hours   |            |
| <b>2. Scope of Services</b>   |            |
| a. Proposed services to be provided   |            |
| (Applicant must describe services to be provided and address the organization's experience in delivering culturally sensitive services to persons and communities disproportionately infected and affected by HIV – Men Who Have Sex with Men, Transgender, Persons who use drugs, women and ethnic and minority populations with a strong emphasis on engaging communities of color).  |            |
| b. Community Collaborations   |            |
| (Applicant must identify community collaborations, linkages or memorandums of agreement with other community-based organizations, peer or consumer groups and agencies, and years of said collaborations. If new collaborations will be developed define collaborator (s) and purpose of collaboration).  |            |
| c. Service Capacity / Service Delivery Plan (Deliverables)  |            |

(Applicant must briefly define capacity to deliver services *proposed and submit a detailed Work Plan to deliver said services. Work Plan must be included in Section IV. I. Forms, 1 Department*).

### **3. Staffing Plan**

#### **a. Key Personnel / Managers/ Staff Assigned**

(Applicant must describe all staff that will provide supervision, administration and provision of services, as well as applicable position titles, hourly pay rates, and hours assigned to services/ service delivery. Staff assignments must also be included in the Work Plan). The applicant must complete and attach the Staffing Profile in Section IV. I. Forms, 1. Department for each intervention proposed.

#### **b. Staffing Levels and Demographics of Organization Work Force**

(Applicant must complete and attach an organizational Work Force Analysis in Section IV.I Forms).

#### **c. Staff Qualifications/ Experience**

(Applicant must describe staff qualifications and experience to deliver the proposed services. Please indicate any staff certifications or licensures held. All current job descriptions and resumes must be included in Section IV. H Appendices). If new staff will be hired to deliver services, please include new job descriptions in Section IV. H. Appendices as well.

#### **d. Organizational Chart**

(Applicant must include an organizational chart in Section IV. H. Appendices).

#### **e. Recruitment, Hiring & Retention Plan**

(Applicant must describe how new staff is recruited, hired, and trained and the process/ method to recruit peers or retain current staff).

#### **f. Staff Training and Educational Development**

Staff is expected to attend DPH sponsored trainings and/or meetings. The applicant shall also describe a mechanism for tracking staff attendance at internal, external, educational training or staff development. Applicant should also address recruitment, hiring, retention and training plans for staffing.

### **4. Data and Technology**

a. Applicant must define current capabilities as well as system restrictions. Applicants must have access to and be able to access email and the internet for the purposes of data collection and record reporting, as well as for any required or recommended DPH webinars and teleconferences.

b. IT Infrastructure / Hardware & Software Quality

Applicant must describe current operating system, including the indication of any staff assigned to IT management. Such individual's name and contact information must be included. Successful applicants may be required to install and utilize a data collection and reporting system for documentation of all prevention clients. Applicants must have hardware capable of supporting a system and provide staff support for installation, maintenance and updating of the data system.

c. Data Collection / Storage / Reporting

(Applicant must describe the mechanism for data collection, storage, and reporting). Successful applicants will be required to utilize a data collection and reporting system, submit all financial, program narratives, and progress reports as contractually required, and be available for a minimum of two site visits per year to be conducted by an assigned HIV Prevention Contract Manager.

d. Assessment of Client Satisfaction

(Applicant must describe previous and planned client satisfaction surveys or feedback tools used to monitor and evaluate service delivery and client satisfaction with services. Applicant must describe any client satisfaction surveys or tools used to monitor and evaluate services and service delivery and define any findings and changes made as a result of the survey(s). Note: Client satisfaction surveys for CHPC should be exclusively done with PLWHA.

- e. Quality Management and Process Monitoring  
(Applicant must describe the process for monitoring services, collecting data, and using quantitative and qualitative information to improve services. In addition, the applicant must clearly define in the Work Plan the expected outcomes and measures of success of the service(s) to be provided).
- f. Data Security  
(Applicant must describe what type of data security will be used to protect client data).

**5. Subcontractors**

If a subcontractor will be used, please complete and attach Subcontractor Schedule in Section IV. I. Forms for each HIV prevention intervention proposed.

If a subcontractor will not be used, please indicate as Not Applicable and do not include a Subcontractor schedule in Section IV.I. Forms

**6. Work Plan**

Work plans must include detailed information about the specific activities to be conducted including what will be done, where and by whom. In addition, specific timeframes for each activity should be included. This information should be translatable into measurable goals and objectives to ensure that deliverables are met.

Please complete and attach the Work Plan in Section IV. I. Forms to outline provision of services.

**a. Cost Proposal**

- 1. Financial Profile**
- 2. Budget and Budget Narrative**

- a. Narrative
- b. Budget Summary 1 Form
- c. Budget Justification Schedule B

**b. Appendices**

- a. Curricula
- b. Job Descriptions
- c. Resumes

**c. Forms**

- a. Workforce Analysis
- b. Acknowledgment of Contract Compliance
- c. Notification to Bidders (CHRO)
- d. Consulting Agreement Affidavit (OPM Ethics Form 5)

**V. ATTACHMENTS****■ A. APPLICATION FORMS:** *The following forms must be completed and included in the proposal submission as applicable and directed.*

|   |    |
|---|----|
| 1. Cover Sheet . . . . .                                    | 31 |
| 2. Applicant Information Form (continuation) . . . . .      | 32 |
| 3. Budget Form Instructions . . . . .                       | 33 |
| 4. Budget Summary 1 Form . . . . .                          | 34 |
| 5. Budget Justification Schedule B Form . . . . .           | 35 |
| 6. Instructions – Subcontractor Schedule A Detail . . . . . | 36 |
| 7. Subcontractor Schedule A Detail Form . . . . .           | 37 |
| 8. Work Plan Form . . . . .                                 | 38 |
| 9. Staffing Form . . . . .                                  | 39 |
| 10. OPM Consulting Agreement Affidavit . . . . .            | 40 |
| 11. Workforce Analysis . . . . .                            | 41 |
| 12. Notification to Bidders. . . . .                        | 42 |
| 13. Contract Compliance Policy Statement . . . . .          | 43 |

**■ B. INFORMATIONAL ATTACHMENTS:** *The following attachments are for your information only. These attachments will be used for applicants awarded funding and will be requested during the contract development process.*

|   |    |
|---|----|
| 1. Nondiscrimination Certifications . . . . . | 45 |
| 2. Code of Ethics . . . . .                   | 47 |
| 3. False Claims Act Notification . . . . .    | 48 |
| 4. False Claims Act Policy . . . . .          | 55 |
| 5. False Claims Act Procedure . . . . .       | 57 |
| 6. SEEC Form 11 . . . . .                     | 61 |

**VI. APPLICATION FORMS****COVER SHEET**

**REQUEST FOR PROPOSAL  
RFP DPH # 2018\_30878  
Community Distribution Center  
CONNECTICUT DEPARTMENT OF PUBLIC HEALTH  
TB, HIV, STD and Viral Hepatitis Programs**

**Applicant Information**

Applicant Agency: \_\_\_\_\_  
Legal Name \_\_\_\_\_

Address \_\_\_\_\_

City/Town \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ Email Address \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone No: \_\_\_\_\_

**TOTAL PROGRAM COST: \$** \_\_\_\_\_

I certify that to the best of my knowledge and belief, the information contained in this application is true and correct. The application has been duly authorized by the governing body of the applicant, the applicant has the legal authority to apply for this funding, the applicant will comply with applicable state and federal laws and regulations, and that I am a duly authorized signatory for the applicant.

\_\_\_\_\_  
Signature of Authorizing Official:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title

The applicant agency is the agency or organization, which is legally and financially responsible and accountable for the use and disposition of any awarded funds. Please provide the following information:

- Full legal name of the organization or corporation as it appears on the corporate seal and as registered with the Secretary of State
- Mailing address
- Main telephone number
- Fax number, and email address, if any
- Principal contact person for the application (person responsible for developing application)
- Total program cost

The funding application and all required submittals must include the signature of an officer of the applicant agency who has the legal authority to bind the organization. The signature, typed name and position of the authorized official of the applicant agency must be included as well as the date on which the application is signed.

**Applicant Information Form (continuation)***PLEASE LIST THE AGENCY CONTACT PERSONS RESPONSIBLE FOR COMPLETION AND SUBMITTAL OF:***Contract and Legal Documents/Forms:**

|        |       |          |
|--------|-------|----------|
|        |       |          |
| Name   | Title | Tel. No. |
| Street | Town  | Zip Code |
| Email  |       | Fax No.  |

**Program Progress Reports:**

|        |       |          |
|--------|-------|----------|
|        |       |          |
| Name   | Title | Tel. No. |
| Street | Town  | Zip Code |
| Email  |       | Fax No.  |

**Financial Expenditure Reporting Forms:**

|        |       |          |
|--------|-------|----------|
|        |       |          |
| Name   | Title | Tel. No. |
| Street | Town  | Zip Code |
| Email  |       | Fax No.  |

**Incorporated:**  YES  NO**Agency Fiscal Year:** **Type of Agency:**  Public  Private  Other,  
Explain: \_\_\_\_\_ Profit  Non-Profit**Federal Employer I.D. Number:** **Town Code No.:** **Medicaid Provider Status:**  YES  NO**Medicaid Number:** **Minority Business Enterprise (MBE):**  YES  NO  
**Women Business Enterprise (WBE):**  YES  NO

**Instructions Budget Summary 1****I. Personnel** (lines #1 - #5) each person funded:

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

**Example:**

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

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

**III.** Lines #6 - #13 complete categories as appropriate,

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

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

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

**VI.** Line Item #15 **Administrative and General Costs**, these are defined as those costs that have been incurred for the overall executive and administrative offices of the organization or other expenses of a general nature that do not relate solely to any major cost objective of the overall organization. Examples of A&G costs include salaries of executive directors, administrative & financial personnel, accounting, auditing, management information systems, proportional office costs such as building occupancy, telephone, equipment, and office supplies. Please note, applicants are allowed a maximum of 15% of the total budget to Administrative and General Costs. Please review the OPM website on Cost Standards for more information at: <http://www.ct.gov/opp/cwp/view.asp?a=2981&q=382994>.

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

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

**IX. 2 Year Contracts:** 2 sets of budget forms have been provided. Please do a full budget for each year of the contract, clearly indicating the year on each form. Assume level funding for the second year.

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

**B. Budget Justification Schedule B**

**I.** Please provide a brief explanation for each line item listed on the Budget Summary. This must include a detailed breakdown of the components that make up the line item and any calculation used to compute the amount.

**\*\*\*Please note: If Laboratory Services is a line item or subcontractor, please supply a justification as to why a private laboratory is being used as opposed to the Connecticut State Laboratory.**

**II.** For contractors who have subcontracts, a brief description of the purpose of each subcontract must be provided. Use additional sheets as necessary.

**Example:**

| Line Item (Description) | Amount | Justification - Breakdown of Costs   |
|-------------------------|--------|--|
| Travel                  | \$730  | 1,659 miles @ .44 = \$730.00 outreach workers going to meetings and site visits. |

**Budget Summary 1**

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

\*\*\* Complete Subcontractor Schedule A

**\* Administrative Costs shall not exceed 15% of the direct service costs.**

## **Budget Justification Schedule B**

| Line Item (Description) | Amount | Justification including Breakdown of Costs |
|-------------------------|--------|--|
|                         |        |  |
|                         |        |  |
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**C. Instructions: Subcontractor Schedule A--Detail**

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

**II. Detail of Each Subcontractor:**

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

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

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

**Example A. Budget Basis**

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

**Example B. Fee for Service:**

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

**Example C. Hourly Rate:**

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

**\*\*\*Please note: If Laboratory Services is a line item or subcontractor, please supply a justification as to why a private laboratory is being used as opposed to the Connecticut State Laboratory.**

**Subcontractor Schedule A-Detail**  
**#1**

Program:

Subcontractor Name:

Address:

Telephone: (    ) (    -    )

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

Indicate One:  MBE     WBE     Neither

| Line Item                 | Amount |
|---------------------------|--------|
|                           |        |
|                           |        |
|                           |        |
|                           |        |
| Total Subcontract Amount: |        |

**#2**

Subcontractor Name:

Address:

Telephone: (    ) (    -    )

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

Indicate One:  MBE     WBE     Neither

| Line Item                 | Amount |
|---------------------------|--------|
|                           |        |
|                           |        |
|                           |        |
|                           |        |
| Total Subcontract Amount: |        |

**#3**

Subcontractor Name:

Address:

Telephone: (    ) (    -    )

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

Indicate One:  MBE     WBE     Neither

| Line Item                 | Amount |
|---------------------------|--------|
|                           |        |
|                           |        |
|                           |        |
|                           |        |
| Total Subcontract Amount: |        |

**Work Plan (make as many blank pages as needed):**

| Program Category: | Activity: | Activity Location: | Activity Steps: | Activity Specific Outcomes: | Name of Staff and Position(s) Responsible: | Timeframe for Completion: |
|-------------------|-----------|--------------------|-----------------|-----------------------------|--|---------------------------|
|                   |           |                    |                 |                             |  |                           |
|                   |           |                    |                 |                             |  |                           |
|                   |           |                    |                 |                             |  |                           |
|                   |           |                    |                 |                             |  |                           |

**Staffing**

Profile of staff providing services. Please provide the information requested below.

| Professional Staff*         | Name | Title | Hourly Rate | Assigned to Project:<br># hrs/wk |
|-----------------------------|------|-------|-------------|----------------------------------|
| Position 1                  |      |       |             |                                  |
| Position 2                  |      |       |             |                                  |
| Position 3                  |      |       |             |                                  |
| Position 4                  |      |       |             |                                  |
| Clerical/<br>Support Staff: |      |       |             |                                  |
| Position 1                  |      |       |             |                                  |
| Position 2                  |      |       |             |                                  |

**\*Attach resumes and job descriptions for all Professional Staff in proposal appendix**



## STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

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

### **INSTRUCTIONS:**

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

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

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

**AFFIDAVIT:** [Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_\_]

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

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

Start Date \_\_\_\_\_ End Date \_\_\_\_\_ Cost \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

If YES: \_\_\_\_\_ Name of Former State Agency \_\_\_\_\_ Termination Date of Employment \_\_\_\_\_

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

|                                  |   |                       |
|----------------------------------|---|-----------------------|
| Printed Name of Bidder or Vendor | Signature of Chief Official or Individual | Date                  |
| Printed Name (of above)          |   | Awarding State Agency |

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Commissioner of the Superior Court or Notary Public**

**WORKFORCE ANALYSIS**

Contractor Name:  
Address:

Total Number of CT employees:  
Full Time: Part Time:

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

| Job Categories  | Overall Totals (sum of all cols. male & female) | White (not of Hispanic Origin) | Black (not of Hispanic Origin) | Hispanic | Asian or Pacific Islander | American Indian or Alaskan Native | People with Disabilities |        |        |        |
|---|---|--------------------------------|--------------------------------|----------|---------------------------|-----------------------------------|--------------------------|--------|--------|--------|
|   | Male  | Female                         | Male                           | Female   | Male                      | Female                            | Male                     | Female | Male   | Female |
| Officials & Managers  |   |                                |                                |          |                           |                                   |                          |        |        |        |
| Professionals   |   |                                |                                |          |                           |                                   |                          |        |        |        |
| Technicians   |   |                                |                                |          |                           |                                   |                          |        |        |        |
| Office & Clerical   |   |                                |                                |          |                           |                                   |                          |        |        |        |
| Craft Workers (skilled)   |   |                                |                                |          |                           |                                   |                          |        |        |        |
| Operatives (semi-skilled)   |   |                                |                                |          |                           |                                   |                          |        |        |        |
| Laborers (unskilled)  |   |                                |                                |          |                           |                                   |                          |        |        |        |
| Service Workers   |   |                                |                                |          |                           |                                   |                          |        |        |        |
| Totals Above  |   |                                |                                |          |                           |                                   |                          |        |        |        |
| Totals 1 year Ago   |   |                                |                                |          |                           |                                   |                          |        |        |        |
| FORMAL ON-THE-JOB TRAINEES (Enter figures for the same categories as are shown above) |   |                                |                                |          |                           |                                   |                          |        |        |        |
| Apprentices   |   |                                |                                |          |                           |                                   |                          |        |        |        |
| Trainees  |   |                                |                                |          |                           |                                   |                          |        |        |        |
| EMPLOYMENT FIGURES WERE OBTAINED FROM:  |   |                                |                                |          | Visual Check:             |                                   | Employment Records       |        | Other: |        |

1. Have you successfully implemented an Affirmative Action Plan?  YES  NO  
Date of implementation: \_\_\_\_\_ If the answer is "No", explain.

1. a) Do you promise to develop and implement a successful Affirmative Action?  
 YES  NO  Not Applicable Explanation:

2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-18 of the Connecticut Department of Labor Regulations, inclusive:  YES  NO  Not Applicable Explanation:

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

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

\_\_\_\_\_  
Contractor's Authorized Signature

\_\_\_\_\_  
Date

**NOTIFICATION TO BIDDERS**

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71 (d) and 46a-81i (d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 46a-68j-43 of the Regulations of Connecticut State agencies, which establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71 (d) of the Connecticut General Statutes.

According to Section 46a-68j-30 (9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority Business Enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in the daily affairs of the enterprise; (2) Who have the power to direct the management and policies of the enterprise; and, (3) Who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans ... (2) Hispanic Americans ... (3) Women ... (4) Asian Pacific Americans and Pacific Islanders; or (5) American Indians." The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21 (11) of the Contract Compliance Regulations.

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

- a) the bidder's success in implementing an affirmative action plan;
- b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-18 of the Connecticut General Statutes, inclusive;
- c) the bidder's promise to develop and implement a successful affirmative action plan;
- d) the bidder's submission of EEO-1 data indicating the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and,
- e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30 (10) (E) of the Contract Compliance Regulations.

**INSTRUCTION:** Bidder must sign acknowledgment below line and return acknowledgment to Awarding Agency along with the bid proposal.

---

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

---

Signature

Date

On behalf of:

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**STATE OF CONNECTICUT**

**DEPARTMENT OF PUBLIC HEALTH**



J. Robert Galvin, M.D., M.P.H.  
Commissioner

M. Jodi Rell  
Governor

**AFFIRMATIVE ACTION  
CONTRACT COMPLIANCE POLICY STATEMENT**

The Department of Public Health is an affirmative action employer, in compliance with all state and federal laws which prohibit discrimination and mandate affirmative action to overcome the present effects of past discrimination. Accordingly, we require that the individuals and organizations with which we do business do not engage in discriminatory practices.

This Department and our contractors shall fully comply with the CONTRACT COMPLIANCE REGULATIONS OF CONNECTICUT STATE AGENCIES, Sections 46a-68j-21 through 46a-68j-43, which establish procedures for evaluating compliance with Connecticut General Statutes, Section 4a-60, the state's nondiscrimination contract provisions. We require our contractors to cooperate with the Connecticut Commission on Human Rights and Opportunities in all activities pertinent to these regulations.

This Department will not knowingly do business with any contractor, subcontractor or supplier of materials who unlawfully discriminates against members of any class protected under state or federal law. Contractors whose overall employment statistics are not reflective of the general employment area may be required to submit evidence of good faith efforts to ensure that their personnel policies and practices do not have a discriminatory impact.

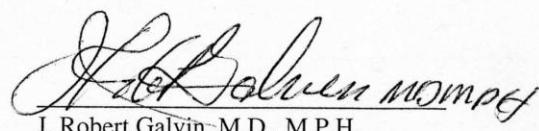
As part of our contract compliance program, bidders, contractors, subcontractors, and suppliers are encouraged to develop and follow a plan of affirmative action to achieve or exceed parity of employment with the applicable labor market. The existence and active administration of voluntary plans will be a factor in deciding contract approvals and the continuation of existing contracts, in accordance with Section 46a-68j-30.

This Department also solicits and encourages the participation of minority business enterprises as bidders, awardees, contractors, suppliers, and subcontractors.

All bidders and contractors shall be notified of this policy, must sign a Notification to Bidders Form, and complete a workforce analysis questionnaire necessary for the contract award process.

17 Sep 04

Date

  
J. Robert Galvin, M.D., M.P.H.  
Commissioner of Public Health



PHONE: (860) 509-7101 FAX: (860) 509-7111  
410 CAPITOL AVENUE - MS#13COM, P.O. Box 340308, HARTFORD, CONNECTICUT 06134-0308  
Affirmative Action/Equal Employment Opportunity Employer

**APPLICANT'S MINIMUM REQUIREMENTS CHECKLIST: RFP # 2018\_30878**

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Applicant

1. Cover pages (See Section IV. I. Forms) completed and included in proposal \_\_\_\_\_  
(not included in page limit)
2. Executive Summary (1-2 pages maximum) included \_\_\_\_\_  
(not included in page limit)
3. Declaration of Confidential Information referenced or indicated as N/A \_\_\_\_\_  
(not included in page limit)
4. Conflict of Interest Disclosure Statement included \_\_\_\_\_  
(not included in page limit)
5. Main Proposal narrative meets respective page limits (10 pages) \_\_\_\_\_
6. Resumes provided for all professional staff assigned to this project. \_\_\_\_\_  
(not included in page limit)
7. Job descriptions provided for all key personnel assigned to this project including new positions being proposed \_\_\_\_\_  
(not included in page limit)
8. Staff Profile form completed and included in proposal \_\_\_\_\_  
(not included in page limit)
9. Budget Summary and Budget Justification Forms completed and included in proposal \_\_\_\_\_  
(not included in page limit)
10. Subcontractor Schedule (if applicable) completed and included in proposal \_\_\_\_\_  
(not included in page limit)
11. Completed Work Plan form included in proposal \_\_\_\_\_  
(not included in page limit)
12. Completed Notification to Bidders form included in proposal. \_\_\_\_\_  
(not included in page limit)
13. Completed Workforce Analysis Questionnaire included in proposal. \_\_\_\_\_  
(not included in page limit)
14. Signed Consulting Agreement Affidavit (OPM Ethics Form 5) included in proposal \_\_\_\_\_  
(not included in page limit)
15. **An original unbound and 6 unbound copies of the completed proposal must be received at DPH no later than Tuesday July 3, 2018.** \_\_\_\_\_
16. The proposal is signed by an authorized official of the Applicant Organization. \_\_\_\_\_



## STATE OF CONNECTICUT

### NONDISCRIMINATION CERTIFICATION – Representation By Entity

### For Contracts Valued at Less Than \$50,000

*Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

---

#### INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut **valued at less than \$50,000 for each year of the contract**. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

#### REPRESENTATION OF AN ENTITY:

I, \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_  
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of \_\_\_\_\_, \_\_\_\_\_  
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

---

Authorized Signature

---

Date

---

Printed Name



**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION — Affidavit By Entity**  
**For Contracts Valued at \$50,000 or More**

*Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

## **INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut **valued at \$50,000 or more for any year of the contract**. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

## **AFFIDAVIT:**

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath.

duly formed and existing under the laws of \_\_\_\_\_.  
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

\_\_\_\_\_  
Name of Entity and that \_\_\_\_\_  
Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

---

**Authorized Signature**

---

Printed Name

## **Commissioner of the Superior Court/ Notary Public**

---

**Commission Expiration Date**

**CODE OF ETHICS**  
**BUSINESS COMPLIANCE NOTIFICATION**

All state contracts issued must comply with CGS 1-84(i) which requires that the business entity receiving a non-competitive contract is not associated with a public official or state employee, nor is it associated with a member of the immediate family of a state employee or public official. The following definitions are offered to facilitate compliance with CGS 1-84(i).

1. An associated business is one in which the individual or immediate family member is a director, officer, owner, partner, or holder of 5% or more of the total outstanding stock of any class. (Officer refers only to the positions of president, executive or senior vice-president, or treasurer). Associated business also includes trusts, if a family member has an interest that exceeds 10% of the value of the trust, or \$50,000, whichever is less.
2. The term business includes both profit and non-profit undertakings.
3. Immediate family includes any spouse, children, or dependent relatives residing in the individual's household.

**FALSE CLAIMS ACT**  
**COMPLIANCE NOTIFICATION**

This Contract requires compliance with The Deficit Reduction Act (“Act”) of 2005, which requires that the contractor or “qualified provider” receiving the contract comply with the Department’s False Claims Act Policy and Procedure as follows:

1. Review, print, and maintain on file the following Department’s False Claims Act Policy and False Claims Act Procedure.
2. Provide appropriate notice of the requirements of the Policy and Procedure by providing copies of the Department’s False Claims Policy and False Claims Procedure to all employees of your organization, including officers and officials as well as subcontractors providing services funded by this Contract, in accordance with the requirements of Section 4.3.3 of the Department’s False Claims Act Procedure.

**Do not return the False Claims Policy or False Claims Procedure to the Department.** Your signature on the executed Contract confirms your receipt and compliance with the Department’s False Claims Act compliance requirement.

| APPROVAL SIGNATURES   |                               | DATE       |
|---|-------------------------------|------------|
| J. Robert Galvin, M.D., M.P.H. (original signature on file) | Commissioner of Public Health | 05/21/2010 |

| REVISION HISTORY |                       |              |                |
|------------------|-----------------------|--------------|----------------|
| Revision         | Description of Change | Author       | Effective Date |
| Basic            | Initial Release       | Bruce Wallen | 05/21/2010     |
|                  |                       |              |                |

| REFERENCE DOCUMENTS                       |                                    |
|---|------------------------------------|
| Document                                  | Title                              |
| The Deficit Reduction Act (“Act”) of 2005 | Section 6032                       |
| United States Code (U.S.C.)               | Sections 3729-3733                 |
| Connecticut General Statutes (C.G.S.)     | Section 53a-290 Vendor Fraud       |
| Connecticut General Statutes (C.G.S.)     | Section 4-61dd Whistleblower       |
| Connecticut General Statutes (C.G.S.)     | Section 31-51m Blacklisting        |
| Connecticut General Statutes (C.G.S.)     | Section 17b-127 General Assistance |

**1.0 Purpose**

The Deficit Reduction Act ("Act") of 2005 is the federal government's legislative effort to control spending for entitlement programs, such as Medicaid. The Act seeks to control spending by reducing federal overpayments for prescription drugs and medical services, thereby improving the integrity of federally funded entitlement programs.

**2.0 Scope**

Section 6032 of the Act states that any entity, such as the Department of Public Health (Department), which receives or makes payments under a state plan approved under Title XIX or under a waiver of such plan, totaling at least \$5,000,000 annually, is required to establish written policies providing detailed information about the False Claims Act ("FCA") and any state false claims laws to all Department employees, contractors and agents. The Department is also required to establish and inform all employees, contractors, qualified providers and agents about the Department's policies and procedures for the detection and prevention of fraud, waste and abuse, the protection afforded to any person who reports an incident of a false claim to a regulatory body (e.g., Whistleblower Protection) and any civil or criminal penalties for false claims.

**3.0 Definitions and Acronyms**

Specialized acronyms and definitions identified in this contract procedure are defined below.

**3.1 Acronyms**

|                     |  |
|---------------------|--|
| <u>"CGMS"</u>       | The Connecticut Department of Public Health, Contracts & Grants Management Section |
| <u>"Department"</u> | The State of Connecticut Department of Public Health                               |
| <u>"FCA"</u>        | False Claims Act   |
| <u>"PFCRA"</u>      | Program Fraud Civil Remedies Act   |

**3.2 Definitions**

Claim - means any request or demand, whether under a contract or otherwise, for money or property which is made by a contractor, grantee, or other recipient if the United States government provides any portion of the money or property which is requested or demanded or if the government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.

Contractor or Agent - means any contractor, subcontractor, agent, qualified vendor, consumer or family member who act as an employer or other person which or who, on behalf of the entity, furnishes, or otherwise authorizes the furnishing of, Medicaid health care items or services, performs billing or coding functions, or is involved in the monitoring of health care provided by the entity.

Employee - means any officer or employee of the entity, contractor, or agent.

Entity - means a governmental agency, organization, unit, corporation, partnership or other business arrangement, including Medicaid managed care organizations, whether for profit or not-for-profit, which receives or makes payments, under a state plan approved under Title XIX or under any waiver of such plan, totaling at least \$5,000,000 annually.

Knowing and Knowingly - means that a person with respect to information 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falseness of the information.

**4.0      Compliance****4.1      False Claim Act**

The FCA prohibits any person, firm, corporation or entity from knowingly presenting, or causing to be presented, a false claim or statement to a federally funded program, including Medicaid, or conspiring to defraud the federal government. Any person, company or entity that acts in deliberate ignorance of or with reckless disregard of the truth of such information is considered to have acted knowingly.

The civil penalty for violating the FCA is a fine of not less than \$5,000 and not more than \$10,000 per violation. The person, company or entity may also be fined an additional three times the amount of damages sustained by the federal government. The PFCRA also provides that any person or company that commits fraud by making a false statement or claim can be assessed a penalty of \$5,000 per false claim or statement in addition to the penalties available under the FCA.

A person may bring a civil action for violating the FCA on behalf of said person and the United States government. If the federal government proceeds with an action brought by such person then that person shall receive at least 15 percent but not more than 25 percent of the proceeds of the action or settlement. If the federal government does not proceed with the action and the person initiating the action proceeds, then the person bringing the action shall receive a reasonable amount, to be determined by the court, but not less than 25% and not more than 30% of the proceeds of the action or settlement.

The FCA prohibits retaliation by an employer against an employee for bringing a false claim action or participating in such action (Whistleblower Protection). Any employee subject to retaliation by an entity, contractor or agent shall be entitled to all relief necessary to make the employee whole, including but not limited to reinstatement, two times the amount of back pay, interest on back pay and special damages.

**4.2      State False Claim Related Acts**

Under Connecticut's Vendor Fraud statute it is illegal for a person on his own behalf or on the behalf of an entity, with intent, to fraudulently provide goods or services to a beneficiary or recipient under Title XIX or to fraudulently receive goods or services. Connecticut law also prohibits any vendor from fraudulently providing services or goods for any recipient of General Assistance. The State Whistleblower law provides any employee who reports a suspected violation of state or federal law with protection against retaliation by the employer. State law also prohibits any person, corporation, state or political subdivision from blacklisting any employee.

**4.3Compliance Reporting**

All DPH employees, contractors and agents, are required to report fraud, waste and abuse to: The Department of Public Health, Contracts & Grants Management Section, 410 Capitol Avenue, MS#13GCT, P.O. Box 340308, Hartford, CT 06134-0308.

| <b>APPROVAL SIGNATURES</b>                                  |                               | <b>DATE</b> |
|---|-------------------------------|-------------|
| J. Robert Galvin, M.D., M.P.H. (original signature on file) | Commissioner of Public Health | 05/21/2010  |

**REVISION HISTORY**

| Revision | Description of Change | Author       | Effective Date |
|----------|-----------------------|--------------|----------------|
| Basic    | Initial Release       | Bruce Wallen | 05/21/2010     |

**REFERENCE DOCUMENTS**

| Document                                  | Title                              |
|---|------------------------------------|
| The Deficit Reduction Act (“Act”) of 2005 | Section 6032                       |
| United States Code (U.S.C.)               | Sections 3729-3733                 |
| Connecticut General Statutes (C.G.S.)     | Section 53a-290 Vendor Fraud       |
| Connecticut General Statutes (C.G.S.)     | Section 4-61dd Whistleblower       |
| Connecticut General Statutes (C.G.S.)     | Section 31-51m Blacklisting        |
| Connecticut General Statutes (C.G.S.)     | Section 17b-127 General Assistance |

**5.0 Purpose**

This procedure provides guidance to the Department of Public Health on informing all employees, contractors and agents about the Department of Public Health False Claims Policy, PL-CGMS C-001.

**6.0 Scope**

This procedure applies to all Department of Public Health staff, and officers and employees of contractors, agents, qualified providers and subcontractors funded by the department.

**7.0 Definitions and Acronyms**

Specialized acronyms and definitions identified in this contract procedure are defined below.

**7.1 Acronyms**

|                     |  |
|---------------------|--|
| <u>“CGMS”</u>       | The Connecticut Department of Public Health, Contracts & Grants Management Section |
| <u>“Department”</u> | The State of Connecticut Department of Public Health                               |
| <u>“FCA”</u>        | False Claims Act   |
| <u>“PFCRA”</u>      | Program Fraud Civil Remedies Act   |
| <u>“POS”</u>        | Purchase of Service Contract   |

**7.2 Definitions**

Claim - means any request or demand, whether under a contract or otherwise, for money or property which is made by a contractor, grantee, or other recipient if the United States government provides any portion of the money or property which is requested or demanded, or if the government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.

Contractor or Agent - means any contractor, subcontractor, agent, qualified vendor, consumer or family member who act as an employer or other person which or who, on behalf of the entity, furnishes, or otherwise authorizes the furnishing of, Medicaid health care items or services, performs billing or coding functions, or is involved in the monitoring of health care provided by the entity.

Employee - means any officer or employee of the entity, contractor or agent.

Entity - means a governmental agency, organization, unit, corporation, partnership or other business arrangement, including Medicaid managed care organizations, whether for profit or not-for-profit, which receives or makes payments, under a state plan approved under Title XIX or under any waiver of such plan, totaling at least \$5,000,000 annually.

Knowing and Knowingly - means that a person with respect to information 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falseness of the information.

Purchase of Service Contract - Previously Human Service Contract, a contract document used to procure direct client services to populations served by the Department over a defined period and for an agreed upon maximum price.

Subcontractor – See “Contractor or Agent” above.

**8.0 Process****8.1 Dissemination to the Department's New Employees**

- 8.1.1** The Department's Human Resources staff shall present and provide all newly hired Department employees with a copy of the False Claims Act Policy and Procedure during the new employee orientation.
- 8.1.2** Each new Department employee must acknowledge receipt of the False Claims Act Policy and Procedure by signing an acknowledgement that they received it. The acknowledgement shall be maintained in their personnel file.

**8.2 Dissemination to the Department's Existing Employees**

Each existing Department employee shall receive a copy of the Department's False Claims Act Policy and Procedure and must sign an acknowledgement that they have received it. The acknowledgement shall be maintained in their personnel file.

**8.3 Dissemination to Contractors and Qualified Providers**

- 8.3.1** CGMS shall include the Department's False Claims Act Policy and Procedure in all POS contracts between the Department and its contractors and agents.
- 8.3.2** Contractors and agents shall inform all employees providing services funded by the contract of the policy and procedure and obtain acknowledgement of receipt.
- 8.3.3** Execution of the contract by a contractor or agent, via authorized signature, shall indicate acceptance of and compliance with the Department's False Claims Policy and Procedure in accordance with Part II, Section C.4, (Terms and Conditions, Contractor Obligations, Federal Funds) of the POS Contract.
- 8.3.4** Contractors and agents under contract with the Department shall inform all subcontractors, providing services funded by the contract, of the policy and procedure and obtain acknowledgement of receipt either via inclusion of a contract term/condition in the sub-contractual agreement as in 4.3.3 above, and execution of such subcontract, or via separate acknowledgement.

**9.0 Records**

- 9.1** The following records shall be maintained, generated, or updated, and filed by the Department in accordance with this procedure and CGMS record retention requirements and schedules. Contractors shall maintain records according to their established record retention schedules.

| Record Name  | Responsible            | Retention Req.                      | Location           |
|--|------------------------|-------------------------------------|--------------------|
| Employee acknowledgement of receipt of False Claims Policy and Procedure | Human Resources Office | Until employee termination          | Employee File      |
| Fully Executed Contract Document   | CGMS                   | 3 Yrs. From end date of contract(s) | CGMS Contract File |

| APPROVAL SIGNATURES   |                               | DATE       |
|---|-------------------------------|------------|
| J. Robert Galvin, M.D., M.P.H. (original signature on file) | Commissioner of Public Health | 05/21/2010 |



## False Claims Act (Policy)

**PL-CGMS C-001**  
**Revision: 1.0**  
**Effective Date:**  
**05/21/2010**

### REVISION HISTORY

| Revision | Description of Change | Author       | Effective Date |
|----------|-----------------------|--------------|----------------|
| Basic    | Initial Release       | Bruce Wallen | 05/21/2010     |
|          |                       |              |                |

### REFERENCE DOCUMENTS

| Document                                  | Title                              |
|---|------------------------------------|
| The Deficit Reduction Act ("Act") of 2005 | Section 6032                       |
| United States Code (U.S.C.)               | Sections 3729-3733                 |
| Connecticut General Statutes (C.G.S.)     | Section 53a-290 Vendor Fraud       |
| Connecticut General Statutes (C.G.S.)     | Section 4-61dd Whistleblower       |
| Connecticut General Statutes (C.G.S.)     | Section 31-51m Blacklisting        |
| Connecticut General Statutes (C.G.S.)     | Section 17b-127 General Assistance |

**10.0 Purpose**

The Deficit Reduction Act (“Act”) of 2005 is the federal government’s legislative effort to control spending for entitlement programs, such as Medicaid. The Act seeks to control spending by reducing federal overpayments for prescription drugs and medical services, thereby improving the integrity of federally funded entitlement programs.

**11.0 Scope**

Section 6032 of the Act states that any entity, such as the Department of Public Health (Department), which receives or makes payments under a state plan approved under Title XIX or under a waiver of such plan, totaling at least \$5,000,000 annually, is required to establish written policies providing detailed information about the False Claims Act (“FCA”) and any state false claims laws to all Department employees, contractors and agents. The Department is also required to establish and inform all employees, contractors, qualified providers and agents about the Department’s policies and procedures for the detection and prevention of fraud, waste and abuse, the protection afforded to any person who reports an incident of a false claim to a regulatory body (e.g., Whistleblower Protection) and any civil or criminal penalties for false claims.

**12.0 Definitions and Acronyms**

Specialized acronyms and definitions identified in this contract procedure are defined below.

**12.1 Acronyms**

|                     |  |
|---------------------|--|
| <u>“CGMS”</u>       | The Connecticut Department of Public Health, Contracts & Grants Management Section |
| <u>“Department”</u> | The State of Connecticut Department of Public Health                               |
| <u>“FCA”</u>        | False Claims Act   |
| <u>“PFCRA”</u>      | Program Fraud Civil Remedies Act   |

**12.2 Definitions**

Claim - means any request or demand, whether under a contract or otherwise, for money or property which is made by a contractor, grantee, or other recipient if the United States government provides any portion of the money or property which is requested or demanded or if the government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.

Contractor or Agent - means any contractor, subcontractor, agent, qualified vendor, consumer or family member who act as an employer or other person which or who, on behalf of the entity, furnishes, or otherwise authorizes the furnishing of, Medicaid health care items or services, performs billing or coding functions, or is involved in the monitoring of health care provided by the entity.

Employee - means any officer or employee of the entity, contractor, or agent.

Entity - means a governmental agency, organization, unit, corporation, partnership or other business arrangement, including Medicaid managed care organizations, whether for profit or not-for-profit, which receives or makes payments, under a state plan approved under Title XIX or under any waiver of such plan, totaling at least \$5,000,000 annually.

Knowing and Knowingly - means that a person with respect to information 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falseness of the information.



## False Claims Act (Procedure)

**PR-CGMS C-001**  
**Revision: 1.0**  
**Effective Date:**  
**05/21/2010**

### 13.0 Compliance

#### 13.1 False Claim Act

The FCA prohibits any person, firm, corporation or entity from knowingly presenting, or causing to be presented, a false claim or statement to a federally funded program, including Medicaid, or conspiring to defraud the federal government. Any person, company or entity that acts in deliberate ignorance of or with reckless disregard of the truth of such information is considered to have acted knowingly.

The civil penalty for violating the FCA is a fine of not less than \$5,000 and not more than \$10,000 per violation. The person, company or entity may also be fined an additional three times the amount of damages sustained by the federal government. The PFCRA also provides that any person or company that commits fraud by making a false statement or claim can be assessed a penalty of \$5,000 per false claim or statement in addition to the penalties available under the FCA.

A person may bring a civil action for violating the FCA on behalf of said person and the United States government. If the federal government proceeds with an action brought by such person then that person shall receive at least 15 percent but not more than 25 percent of the proceeds of the action or settlement. If the federal government does not proceed with the action and the person initiating the action proceeds, then the person bringing the action shall receive a reasonable amount, to be determined by the court, but not less than 25% and not more than 30% of the proceeds of the action or settlement.

The FCA prohibits retaliation by an employer against an employee for bringing a false claim action or participating in such action (Whistleblower Protection). Any employee subject to retaliation by an entity, contractor or agent shall be entitled to all relief necessary to make the employee whole, including but not limited to reinstatement, two times the amount of back pay, interest on back pay and special damages.

#### 13.2 State False Claim Related Acts

Under Connecticut's Vendor Fraud statute it is illegal for a person on his own behalf or on the behalf of an entity, with intent, to fraudulently provide goods or services to a beneficiary or recipient under Title XIX or to fraudulently receive goods or services. Connecticut law also prohibits any vendor from fraudulently providing services or goods for any recipient of General Assistance. The State Whistleblower law provides any employee who reports a suspected violation of state or federal law with protection against retaliation by the employer. State law also prohibits any person, corporation, state or political subdivision from blacklisting any employee.

#### 13.3 Compliance Reporting

All DPH employees, contractors and agents, are required to report fraud, waste and abuse to: The Department of Public Health, Contracts & Grants Management Section, 410 Capitol Avenue, MS#13GCT, P.O. Box 340308, Hartford, CT 06134-0308.

| <b>APPROVAL SIGNATURES</b>                                  |                               | <b>DATE</b> |
|---|-------------------------------|-------------|
| J. Robert Galvin, M.D., M.P.H. (original signature on file) | Commissioner of Public Health | 05/21/2010  |

| <b>REVISION HISTORY</b> |                       |              |                |
|-------------------------|-----------------------|--------------|----------------|
| Revision                | Description of Change | Author       | Effective Date |
| Basic                   | Initial Release       | Bruce Wallen | 05/21/2010     |
|                         |                       |              |                |

| <b>REFERENCE DOCUMENTS</b>                |                                    |
|---|------------------------------------|
| Document                                  | Title                              |
| The Deficit Reduction Act (“Act”) of 2005 | Section 6032                       |
| United States Code (U.S.C.)               | Sections 3729-3733                 |
| Connecticut General Statutes (C.G.S.)     | Section 53a-290 Vendor Fraud       |
| Connecticut General Statutes (C.G.S.)     | Section 4-61dd Whistleblower       |
| Connecticut General Statutes (C.G.S.)     | Section 31-51m Blacklisting        |
| Connecticut General Statutes (C.G.S.)     | Section 17b-127 General Assistance |



## False Claims Act (Procedure)

**PR-CGMS C-001**  
**Revision: 1.0**  
**Effective Date:**  
**05/21/2010**

### 14.0 Purpose

This procedure provides guidance to the Department of Public Health on informing all employees, contractors and agents about the Department of Public Health False Claims Policy, PL-CGMS C-001.

### 15.0 Scope

This procedure applies to all Department of Public Health staff, and officers and employees of contractors, agents, qualified providers and subcontractors funded by the department.

### 16.0 Definitions and Acronyms

Specialized acronyms and definitions identified in this contract procedure are defined below.

#### 16.1 Acronyms

|                     |  |
|---------------------|--|
| <u>“CGMS”</u>       | The Connecticut Department of Public Health, Contracts & Grants Management Section |
| <u>“Department”</u> | The State of Connecticut Department of Public Health                               |
| <u>“FCA”</u>        | False Claims Act   |
| <u>“PFCRA”</u>      | Program Fraud Civil Remedies Act   |
| <u>“POS”</u>        | Purchase of Service Contract   |

#### 16.2 Definitions

Claim - means any request or demand, whether under a contract or otherwise, for money or property which is made by a contractor, grantee, or other recipient if the United States government provides any portion of the money or property which is requested or demanded, or if the government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.

Contractor or Agent - means any contractor, subcontractor, agent, qualified vendor, consumer or family member who act as an employer or other person which or who, on behalf of the entity, furnishes, or otherwise authorizes the furnishing of, Medicaid health care items or services, performs billing or coding functions, or is involved in the monitoring of health care provided by the entity.

Employee - means any officer or employee of the entity, contractor or agent.

Entity - means a governmental agency, organization, unit, corporation, partnership or other business arrangement, including Medicaid managed care organizations, whether for profit or not-for-profit, which receives or makes payments, under a state plan approved under Title XIX or under any waiver of such plan, totaling at least \$5,000,000 annually.

Knowing and Knowingly - means that a person with respect to information 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falseness of the information.

Purchase of Service Contract - Previously Human Service Contract, a contract document used to procure direct client services to populations served by the Department over a defined period and for an agreed upon maximum price.

Subcontractor – See “Contractor or Agent” above.

**17.0 Process****17.1 Dissemination to the Department's New Employees**

**17.1.1** The Department's Human Resources staff shall present and provide all newly hired Department employees with a copy of the False Claims Act Policy and Procedure during the new employee orientation.

**17.1.2** Each new Department employee must acknowledge receipt of the False Claims Act Policy and Procedure by signing an acknowledgement that they received it. The acknowledgement shall be maintained in their personnel file.

**17.2 Dissemination to the Department's Existing Employees**

Each existing Department employee shall receive a copy of the Department's False Claims Act Policy and Procedure and must sign an acknowledgement that they have received it. The acknowledgement shall be maintained in their personnel file.

**17.3 Dissemination to Contractors and Qualified Providers**

**17.3.1** CGMS shall include the Department's False Claims Act Policy and Procedure in all POS contracts between the Department and its contractors and agents.

**17.3.2** Contractors and agents shall inform all employees providing services funded by the contract of the policy and procedure and obtain acknowledgement of receipt.

**17.3.3** Execution of the contract by a contractor or agent, via authorized signature, shall indicate acceptance of and compliance with the Department's False Claims Policy and Procedure in accordance with Part II, Section C.4, (Terms and Conditions, Contractor Obligations, Federal Funds) of the POS Contract.

**17.3.4** Contractors and agents under contract with the Department shall inform all subcontractors, providing services funded by the contract, of the policy and procedure and obtain acknowledgement of receipt either via inclusion of a contract term/condition in the sub-contractual agreement as in 4.3.3 above, and execution of such subcontract, or via separate acknowledgement.

**18.0 Records**

**18.1** The following records shall be maintained, generated, or updated, and filed by the Department in accordance with this procedure and CGMS record retention requirements and schedules. Contractors shall maintain records according to their established record retention schedules.

| Record Name  | Responsible            | Retention Req.                      | Location           |
|--|------------------------|-------------------------------------|--------------------|
| Employee acknowledgement of receipt of False Claims Policy and Procedure | Human Resources Office | Until employee termination          | Employee File      |
| Fully Executed Contract Document   | CGMS                   | 3 Yrs. From end date of contract(s) | CGMS Contract File |

**SEEC Form 11 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.*