STATE OF CONNECTICUT PROCUREMENT NOTICE



Request for Proposals (RFP) For:

The Connecticut HIV Planning Consortium

RFP Name: CHPC RFP Log#2024-0904

Issued By:

Department of Public Health TB, HIV, STD, and Viral Hepatitis Section June 29, 2023

The Request For Proposal is available in electronic format on the State Contracting Portal by filtering by Organization for Department of Public Health: https://portal.ct.gov/DAS/CTSource/BidBoard

Or, from the Agency's Official Contact:

Name: Mitchell Namias, Pharmacy Consultant

Address: 410 Capitol Ave

P.O. Box 340308 MS# 11 APV Hartford, CT, 06134-0308

Phone: 860-509-7718 Fax: 860-509-7853

E-Mail: <u>Mitchell.namias@ct.gov</u>

The RFP is also available on the Department's website at: https://portal.ct.gov/dph/Request-For-Proposals/Request-for-Proposals.

RESPONSES MUST BE RECEIVED NO LATER THAN

Friday, August 11, 2023 At 4:30 PM

The Department of Public Health is an Equal Opportunity/Affirmative Action Employer.

The Agency reserves the right to reject any and all submissions or cancel this procurement at any time if deemed in the best interest of the State of Connecticut (State).

TABLE OF CONTENTS

I. GENERAL INFORMATION3
INTRODUCTION3
INSTRUCTIONS3
II. PURPOSE OF RFP AND SCOPE OF SERVICES7
AGENCY OVERVIEW7
PROGRAM OVERVIEW8
SCOPE OF SERVICE DESCRIPTION
PERFORMANCE MEASURES
CONTRACT MANAGEMENT/DATA REPORTING
III. PROPOSAL SUBMISSION OVERVIEW23
A. SUBMISSION FORMAT INFORMATION23
B. EVALUATION OF PROPOSALS24
IV. REQUIRED PROPOSAL SUBMISSION OUTLINE AND REQUIREMENTS
V. MANDATORY PROVISIONS35
POS STANDARD CONTRACT, PARTS I AND II
ASSURANCES
TERMS AND CONDITIONS
RIGHTS RESERVED TO THE STATE
STATUTORY AND REGULATORY COMPLIANCE
VI. APPLICATION FORMS42
VII. APPENDIX

ABBREVIATIONS / ACRONYMS / DEFINITIONS	74
STATEMENT OF ASSURANCES	76
PROPOSAL CHECKLIST	77

I. GENERAL INFORMATION

INTRODUCTION

- **1. RFP Name and Number.** Request For Proposal Log#2024-0904: Connecticut HIV Planning Consortium.
- 2. RFP Summary. The Department of Public Health (DPH) TB, HIV, STD, and Viral Hepatitis Program is seeking a contractor to coordinate, facilitate and evaluate 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 Resources and Services 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 it. The Integrated Plan will be expanded beyond HIV to include Viral Hepatitis Elimination and Substance Use Disorder.
- **3. RFP Purpose.** The purpose of this RFP is to solicit bids from qualified vendors to organize and manage the operations of a statewide community planning group as well as oversee the strategic plan process. The successful proposer will be tasked with community planning and integrated HIV prevention and care strategic plan development, monitoring, and evaluation in collaboration with DPH staff.
- **4. Commodity Codes.** The services that the Agency wishes to procure through this RFP are as follows:

• 80171907: Community relations consultation and engagement

• 93140000: Community and social services

71123000: Integrated services85101703: Health service planning

80101504: Strategic planning consultation services

• 80101604: Project administration or planning

• 80171502: Focus group and public feedback meeting facilitation and

analysis

80161502: Meeting planning services

INSTRUCTIONS

1. Official Contact. The Agency 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 Agency. Proposers, prospective proposers, and other interested parties are advised that any communication with any other Agency employee(s) (including appointed officials) or personnel under contract to the Agency about this RFP is strictly prohibited. Proposers or prospective proposers who violate this instruction may risk disqualification from further consideration.

Name: Mitchell Namias Address: 410 Capitol Ave

P.O. Box 340308 MS# 11 APV Hartford, CT 06134-0308

Phone: 860-509-7718

E-Mail: Mitchell.namias@ct.gov

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

- 2. Registering with State Contracting Portal. Respondents must register with the State of CT contracting portal at https://portal.ct.gov/DAS/CTSource/Registration if not already registered. Respondents shall submit the following information pertaining to this application to this portal (on their supplier profile), which will be checked by the Agency contact.
 - Secretary of State recognition Click on appropriate response
 - Non-profit status, if applicable
 - Notification to Bidders, Parts I-V
 - Campaign Contribution Certification (OPM Ethics Form 1): https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms
- **3. 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:
 - https://portal.ct.gov/dph/Request-For-Proposals/Request-for-Proposals
 - State Contracting Portal (go to CTsource bid board, filter by "Department of Public Health") https://portal.ct.gov/DAS/CTSource/BidBoard

It is strongly recommended that any proposer or prospective proposer interested in this procurement check the Bid Board for any solicitation changes. Interested proposers may receive additional e-mails from CTsource announcing 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.

4. Procurement Schedule. See below. The Agency may amend the schedule as needed. Any change to non-target dates will be made by means of an amendment to this RFP and will be posted on the State Contracting Portal and, if available, the Agency's RFP Web Page.

RFP Released: June 29,2023
Letter of Intent Due (Not Required): July 14, 2023
Deadline for Questions: July 21, 2023
Answers Released: July 28, 2023
Proposals Due: August 11, 2023
Start of Contract: January 1, 2024

5. Contract Awards. The award of any contract pursuant to this RFP is dependent upon the availability of funding to the Agency. The Agency anticipates the following:

• Total Funding Available: \$500,000 per year for a maximum of \$2,500,000

for 5 years

Number of Awards: 1

Contract Cost: To be negotiated with successful proposer
 Contract Term: January 1, 2024 to December 31, 2028

• Funding Source: State HIV Funds & Federal Ryan White Rebates

6. Eligibility. Proposals will be accepted from any 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. All applicants must reside in the United States and its territories.

Note: If the proposers or the proposer's business is located outside of the state of Connecticut, there must be at least 1 (one) full time equivalent/employee that resides in Connecticut.

- **7. Minimum Qualifications of Proposers.** To qualify for a contract award, a proposer must have the following minimum qualifications:
- 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.
- Working knowledge of multiple online platforms to host virtual meetings.
- Ability to develop survey instruments, and to analyze and report findings.
- Ability to monitor and evaluate planning process and outcomes.
- Ability to conduct focus groups and listening sessions and compile information.
- Ability to schedule and manage meetings in-person or on a virtual platform.
- Ability to plan, prepare, and publish agendas and meeting materials.
- 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, presentations, and the ability to facilitate and direct discussion.
- Ability to manage and assist users with technology (e.g. assisting a person with using a tablet to access a virtual meeting).
- Ability to keep online information updated via web applications, email, and social media.
- Proficiency in writing and disseminating statewide strategic plans or other large public health related documents.
- Proficiency in report writing (e.g. planning documents, final reports, DPH triannual reports, etc.)
- Experience in developing, monitoring, and evaluating strategic plans.

(Note: The contractor will be evaluated on these qualifications, but it is not necessary for each staff member on the project to possess them all individually)

- **8. 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 e-mail by the deadline established in the Procurement Schedule. The LOI must clearly identify the sender, including name, postal address, telephone number, and e-mail address. It is the sender's responsibility to confirm the Agency's receipt of the LOI.
- 9. Inquiry Procedures. All questions regarding this RFP or the Agency's procurement process must be directed, in writing, electronically, (e-mail) 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 Agency 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 Agency may or may not respond to questions received after the deadline. If this RFP requires a Letter of Intent, the Agency reserves the right to answer questions only from those who have submitted such a letter. The Agency 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 Agency will publish any and all amendments to this RFP on the State Contracting Portal and, if available, on the Agency's RFP Web Page.

- **10. RFP Conference.** An RFP conference will not be held to answer questions from prospective proposers.
- **11. 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: 4:30 pm on August 11, 2023.

Proposals received after the due date and time will be ineligible and will not be evaluated. The Agency will send an official letter alerting late respondents of ineligibility.

An acceptable submission must include the following:

• One (1) conforming electronic copy of the original proposal.

The proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee.

The electronic copy of the proposal must be emailed to official agency contact for this procurement. The subject line of the email must read: RFP Log#2024-0904. Required forms and appendices may be scanned and submitted as PDFs at the end of the main proposal document. Please ensure the entire email submission is less than 25MB as this reflects The Agency's server limitations. Respondents should work to ensure there are not additional IT limitations from the provider side.

The electronic 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, properly formatted and outlined, and ready for evaluation by the Screening Committee.

Hand-delivered, mailed, or non-electronic proposals will not be evaluated. Proposals received after the due date and time may be accepted by the Agency as a clerical function, but late proposals will not be evaluated.

12. Multiple Proposals. The submission of multiple proposals is not an option for this procurement.

II. PURPOSE OF RFP AND SCOPE OF SERVICES

AGENCY OVERVIEW

The Connecticut Department of Public Health (DPH) is the state's leader in public health policy and advocacy. 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. The mission of the Connecticut Department of Public Health is:

To protect and improve the health and safety of the people of Connecticut by:

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

The DPH's TB, HIV, STD, and Viral Hepatitis Section is the lead entity for the coordination of HIV prevention and care services statewide. The HIV Program is comprised of three parts: (1) Health Care and Support Services (HCSS) oversees Ryan White Part B services for people living with HIV (PLWH), including the administration of the Connecticut AIDS Drug Assistance Program (CADAP); (2) HIV Prevention oversees prevention services including structural and biomedical interventions such as HIV Testing using a Status Neutral Care Model that links individuals testing positive to medical care and those testing negative to PrEP Navigation services; and (3) HIV Surveillance, monitors data collected on HIV/AIDS, monitors trends, emerging needs, and populations and produces the state's HIV Epidemiological Profile. The HIV Programs also collaborate with the TB,

STD, and Viral Hepatitis Programs as well as programs that address substance use disorder.

As a CDC DHAP and HRSA HAB funded jurisdiction, DPH is required to convene a planning process that includes the development of an Integrated Plan for the delivery of HIV Prevention and Care services and the establishment of a planning body for the purpose of community engagement in that process. The Planning body in Connecticut is known as the Connecticut HIV Planning Consortium (CHPC). The CHPC is a diverse group of partners, including people with lived experience, who collaborate on the development, implementation, and monitoring of the Integrated Plan.

The State of Connecticut's Integrated HIV Prevention and Care Plan for 2022-2026: A Syndemic Approach to Ending the HIV Epidemic, serves as the state's current Plan to end the HIV Epidemic, while working to eliminate Hepatitis C, reduce the spread of STDs, and better address substance use disorders.

PROGRAM OVERVIEW

The purpose of this RFP is to contract with one organization to coordinate and facilitate Connecticut's Integrated Planning Process and develop, monitor, and evaluate the Integrated Plan using a Syndemic approach. The Process and the development of the Plan must be conducted in accordance with CDC and HRSA's, Integrated HIV Prevention and Care Plan Guidance, including the Statewide Coordinated Statement of Need,

CY

2022-2026:

https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/integrated-hiv-dear-college-6-30-21.pdf

The successful proposer will manage the integrated planning process by convening all in-person, virtual or hybrid meetings. Meetings will engage a diverse group of providers, state and local partners, and community members including people with lived experience, in an open process to develop, implement and monitor the Integrated Plan. The Plan must address how HIV care and Prevention Services are delivered statewide while accounting for the impact that Viral Hepatitis, Sexually Transmitted Diseases/Infections, and Substance Use Disorder have on efforts to end the HIV Epidemic. The Plan must align with

the following federal plans and initiatives:

The White House's National HIV Strategy:

https://files.hiv.gov/s3fs-public/NHAS-2022-2025.pdf

Ending the Epidemic: A Plan for America:

https://www.hiv.gov/federal-response/ending-the-hiv-epidemic/overview/

The Viral Hepatitis National Strategic Plan

https://www.hhs.gov/sites/default/files/Viral-Hepatitis-National-Strategic-Plan-2021-2025.pdf

STI National Strategic Plan:

https://www.hhs.gov/sites/default/files/STI-National-Strategic-Plan-2021-2025.pdf

The proposer must describe how they will coordinate the following activities under this RFP:

Integrated Plan Development

- Coordinate the development of a Five-Year Integrated Plan with annual updates
 to address HIV Care and Prevention Service Delivery statewide. Use a syndemic
 approach focused on the intersectionality of HIV, Viral Hepatitis, STDs, and SUD
 to develop a Plan aimed at Ending the HIV Epidemic.
- Organize the Integrated Plan around the National Ending the Epidemic Pillars (Diagnose, Treat, Prevent, Respond and Workforce) established by the Department of Health and Human Services (HHS), and align goals and objectives with the National HIV Strategy goals of:
 - 1. Reducing new infections,
 - 2. Improving Health Outcomes for PLWH,
 - 3. Reducing Health Disparities, and
 - 4. Achieving a more coordinated Response to the epidemic.
- Develop a mechanism for drafting all planning documents including the Integrated Plan that includes a process for collecting feedback prior to drafting. Develop timelines and protocols for compiling information from planning partners and writing documents for review by DPH HIV prevention and care program staff, and CHPC members. Successful proposer must edit and distribute all final Planning documents and reports related to the Integrated Plan with enough time for review and feedback before federal submission.

Integrated Planning Process

 Work with the DPH Co-chair, the CHPC Co-chairs and the CHPC Executive Committee to implement an annual integrated planning process in accordance with the joint Guidance for HIV Planning groups from HRSA RWHAP and CDC.

https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/integrated-hiv-dear-college-6-30-21.pdf

- Engage DPH TB, HIV, STD, and Viral Hepatitis program staff to participate in the planning process and present data and other pertinent information to the CHPC as needed.
- Coordinate processes for planning group members, partners, and public participants to participate in activities aimed at soliciting input into all required planning documents including the Integrated Plan.
- Coordinate the development of all required planning documents for the Integrated Plan (i.e., Needs Assessments, Financial and Human Resource Inventory, Gap Analysis, HIV/HCV Workforce Analysis, etc.).
- Facilitate a process for CHPC members to review, update and approve the plan annually.

Community and Stakeholder Engagement

- Coordinate the engagement of all required partners and stakeholders such as:
 - Ryan White Parts A-F
 - CT AIDS Education and Training Center (CTAETC)
 - HIV Prevention and Care Providers and Consumers

- Subject Matter Experts and Clinical Providers in the fields of HIV, Sexually Transmitted Diseases, Substance Use Disorder and Viral Hepatitis.
- Community Members with Lived Experience (e.g., Person Living with HIV, Person Living with Hepatitis C, Person Who Uses PrEP, Person Who Uses Drugs, etc.)
- Representatives from Connecticut's Getting to Zero or high HIV incidence Cities (Hartford, New Haven, Bridgeport, Waterbury, and Stamford).
- State Partner Agencies (DMHAS, DOC, DSS, HUD/HOPWA, etc.)
- Representatives from community-based organizations, faith-based organizations, and harm reduction organizations.
- Representatives from AIDS Research, Implementation Science, and Academic Institutions
- Assist DPH TB, HIV, STD & Viral Hepatitis Programs staff and CHPC in forming new collaborative partnerships by facilitating relationships within and across service delivery systems, such as state agencies, and local community-based organizations.
- Develop a mechanism for engaging clinical providers and non-traditional partners to provide input into the Integrated Plan with or without attending meetings (e.g., focus groups, attending their meetings, etc.)
- Engage CHPC participants in discussions of social determinants of health and their impact on disease transmission and acquisition among vulnerable populations. Arrange presentations that address health equity and health disparities as they relate to HIV, Hepatitis, STDs and Substance Use and include information about the impact on service provision in the Plan.
- Document the engagement process and how it informs the development and monitoring of the Integrated Plan.
- Develop and implement a communications plan that includes the use of multiple sources for information sharing with members and partners.
- Maintain member database and email listserv for sharing pertinent information with members and partners.
- Develop and maintain social media presence, including managing the CHPC Facebook Page, CHPC website and CHPC newsletters.

Needs Assessment Coordination and Analysis

- The Proposer must demonstrate experience developing and analyzing needs assessments. Proposer will be expected to conduct assessments that center around HIV prevention and care service delivery but also integrate questions regarding Hepatitis, STDs, and SUD to help identify ancillary needs and services to inform the Integrated Plan. The successful proposer will be expected to work with DPH designated data/surveillance staff to review all findings once analyzed and submit final reports to DPH.
- The Proposer must demonstrate the experience and ability to coordinate the following types of assessments:
 - Technology Access Develop and implement a tool to identify the needs (devices, internet access, etc.) of CHPC members and their capacity to use technology to participate in the CHPC process and meetings.
 - Statewide Needs Assessment of PLWH Coordinate a process to develop, implement and analyze a survey to identify needed HIV prevention and care services. The survey must also assess ancillary needs that may serve as a barrier to people accessing HIV services. A

- Statewide Coordinated Statement of Need Report must be developed and published that includes identified needs, barriers to service access and how they will be addressed statewide.
- Financial and Human Resource Inventory Coordinate a process to develop an inventory of all HIV prevention and care services that are funded statewide. Solicit information from all Ryan White Parts, HIV Prevention and other entities receiving funding to provide a full picture of HIV services in the state.
- Gap Analysis Coordinate a process to identify unmet need after comparing Needs Assessment findings with the Financial and Human Resources Inventory. Publish and disseminate findings in a Statewide Coordinated Statement of Need Report.
- Prevention Needs Assessment Develop a mechanism for the development and implementation of a survey to identify HIV Prevention needs as well as needs for Viral Hepatitis, STDs, and SUD. Conduct data collection, preliminary analysis of findings and make recommendations as part of a published final report.
- Focus Groups/Listening Sessions Develop a process and format to collect anecdotal information to support needs assessment findings or ask communities additional questions. Provide staff support in terms of facilitation, note taking, information analysis and sharing of information gathered. A final summary report must be submitted to DPH.
- Work Force Analysis Coordinate the development of a process and tool to analyze the profile of the HIV/Viral Hepatitis/STD workforce and identify training and capacity needs. A summary of findings must be developed that includes a response plan for increasing workforce capacity.

CHPC and DPH Meeting Logistics and Support

- The Proposer must demonstrate experience coordinating meeting logistics for in-person and virtual meetings and providing staff support to such meetings. This includes securing meeting dates, space, technology, virtual platforms and accounts, amenities, and members' supports such as transportation and stipends.
- The Proposer must demonstrate how they will support the following CHPC and DPH related meetings:
 - CHPC Meetings: Convene monthly meetings and facilitate a data driven and results oriented planning process. Focus meetings on soliciting input for the development, implementation, and monitoring of the Integrated Plan.
 - CHPC Co-chair Meetings: Convene monthly meetings and assist Cochairs in planning all CHPC meetings, arranging or developing CHPC presentations and setting planning task timelines.
 - CHPC Executive Committee Meetings: Convene monthly meetings and assist CHPC leadership in guiding and reviewing the CHPC committee processes as well as fostering leadership development.
 - CHPC Committee Meetings: Convene monthly meetings for existing CHPC committees; Ending the Syndemic (ETS), Needs Assessment Project Team (NAP), Quality Performance Measures Team (QPM), Membership and Awareness Committee (MAC) and Positive Prevention CT (PPCT). Provide staff support to each and assist the CHPC in restructuring or adding committees as needed.

- o CHPC New Member Orientation: Convene and facilitate an annual orientation for new members assisting with presentations and materials.
- CHPC Community Engagement Days: Convene and facilitate two community days a year for the purpose of soliciting input from service providers and consumers across the state.
- CHPC Listening Sessions, and Focus Groups: Convene and facilitate a minimum of two groups annually as determined through Needs Assessments or planning group discussions.
- DPH/CHPC Annual Quality Summit (1): Work with the Quality Performance Measures Team plan and host a day long meeting which will feature presentations on Plan Study Do Acts (PDSAs) that have been implemented by various service providers throughout the state.
- DPH Quarterly HCSS Quality CQM Meetings (4): In coordination with DPH staff, host and moderate the quarterly qualify performance meetings for the Health Care and Support Services Program.
- DPH Annual HIV Prevention Subcontractor Meeting (1): Work with the DPH HIV Prevention Program to plan and arrange an annual meeting of all funded HIV Prevention contractors.
- DPH Annual Ryan White Part B Subcontractor Meeting (1): Work with the DPH Health Care and Support Services Program to plan and arrange an annual meeting of all funded Ryan White Part B Providers.
- DPH Quarterly Ending the Syndemic Partners Group Meetings (4): Work with the DPH Ending the Syndemic Coordinator to arrange quarterly meetings and provide staff support.
- DPH Quarterly Viral Hepatitis Elimination Technical Advisory Committee
 (4): Work with the DPH Viral Hepatitis Coordinator to arrange quarterly meetings and provide staff support.

Quality Improvement, Plan Monitoring, and Evaluation

- The Proposer must demonstrate experience with quality improvement activities including monitoring and evaluating group processes and plans. Proposer must demonstrate how they will do the following:
 - Develop, implement, and evaluate meeting satisfaction on a continuous basis for all in-person and virtual meetings. Create dashboards of meeting satisfaction to report to CHPC and DPH. Assist leadership in using meeting feedback to evaluate and improve future meetings.
 - Implement a Concurrence Process according to CDC and HRSA guidance for the CHPC to approve the five-year Integrated Plan and submit to CDC and HRSA RWHAP when required.
 - Develop and implement a process to monitor and evaluate the Integrated Plan on an annual basis. The annual plan updates will be presented to CHPC members and DPH staff and posted on the CHPC website.
 - Develop a dashboard or other mechanism for tracking and reporting Connecticut's progress in eliminating HIV and Viral Hepatitis. Prepare a formal progress report for DPH and CHPC to review on an annual basis.
 - Prepare tri-annual reports on CHPC activities per contract requirements.
 Assist DPH Co-chair in reporting on activities to CDC and HRSA RWHAP through required Annual Progress Reports (APR) and Interim Progress Reports (IPR) and assist with preparation for presentations made regarding planning activities at site visits and conferences.

Special Considerations:

- The proposer must demonstrate knowledge of the following:
 - Knowledge of infectious diseases (e.g., specifically, TB, HIV, STDs, and Viral Hepatitis)
 - Knowledge of Substance Use and Mental Health Disorders and their relationship to HIV care and prevention
 - Knowledge of social determinants of health and how they impact life outcomes
 - Understanding of the Public Health Model and Population Based Health to reduce illness/social problems
 - Understanding of health equity/disparity and how it impacts vulnerable populations.
 - Understanding of the impact of social issues such as social injustice, racial injustice, stigma, and discrimination on vulnerable populations.
- The proposer must demonstrate experience with the following:
 - Working with vulnerable and underserved populations (i.e., people who are chronically ill or disabled, people from racial or ethnic minorities, people who identify as LGBTQ+, people living with mental health or substance use disorders, people considered low income, people experiencing homelessness, people engaging in commercial sex work, etc.).
 - Working with diverse groups of people on a statewide project or initiative and cultivating diversity and inclusion.
 - Planning and executing meeting logistics for several concurrent meetings throughout the month.
- The ideal applicant will have previous experience in managing HIV stakeholder engagement groups and creating strategic plans.

SCOPE OF SERVICE DESCRIPTION

1. Organizational Expectations:

- Entity Type: Any 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. All applicants must reside in the United States or its territories.
- Location of Offices / Services: Anywhere in the United States and US territories, with at least one staff residing in CT.
- Subcontractors: If subcontracting, in addition to the information above, must include what specific components the subcontractor will be responsible for, their qualifications.

2. Service Expectations

Core Components of Service: The successful proposal shall demonstrate how to effectively coordinate and facilitate meetings, provide stipends and transportation to eligible CHPC participants, complete all required reports, assessments, and community engagement groups, and provide reports on all activities to DPH. The selected contractor shall be responsible for creating meeting agendas, sending meeting invites, creating meeting handouts, taking meeting minutes, facilitating and moderating the meeting, and disseminating all required documents before, during, and after each meeting. Meetings may occur virtually or in person. An estimated time and effort for each meeting is below and may vary based on virtual or in-person format:

Meeting Name	Meeting Frequency	Estimated Pre-Meeting Preparation Time	Estimated Meeting Length	Estimated Post-Meeting Work Time	Total Estimated Annual Effort
Connecticut HIV Planning Consortium (CHPC)	10 times a year	4 hours	3 hours	2 hours	90 hours
Membership and Awareness Committee (MAC)	10 times a year	1 hour	1.5 hours	3 hours	55 hours
Quality and Performance Measures (QPM)	10 times a year	1 hour	1.5 hours	3 hours	55 hours
Needs Assessment Projects (NAP)	10 times a year	1 hour	1.5 hours	3 hours	55 hours
Ending the Syndemic (ETS)	10 times a year	1 hour	1.5 hours	3 hours	55 hours
Positive Prevention CT (PPCT)	10 times a year	1 hour	1.5 hours	3 hours	55 hours
CHPC Co-Chairs	10 times a year	1 hour	1 hour	1 hour	30 hours
CHPC Executive	10 times a year	1 hour	1 hour	1 hour	30 hours
Viral Hepatitis Elimination Technical Advisory Committee (VHETAC)	Quarterly	1 hour	1 hour	2 hours	16 hours
Ryan White Part B Annual Meeting	Annual	2 hours	2.5 hours	1 hour	5.5 hours
Ryan White Part B Quarterly Clinical Quality Management Meeting	Quarterly	1 hour	1 hour	1 hour	12 hours
HIV Prevention Annual Meeting	Annual	2 hours	2.5 hours	1 hour	5.5 hours
Consumer Engagement Days	Twice Yearly	4 hours	2 hours	4 hours	20 hours
Focus Groups	Twice Yearly	4 hours	2 hours	4 hours	20 hours
Ending the Syndemic Partner's Group	Quarterly	1 hour	1.5 hours	3 hours	22 hours

Quality Management Summit	Annual	5 hours	4 hours	2 hours	11 hours
Total:	99 Per year	29 hours	28	39 hours	537 hours

An example meeting schedule is below, and subject to change per Department needs:

Month	Meetings Held	Special Notes
January	CHPC, MAC, QPM, NAP, ETS,	
	PPCT, CHPC Co-Chairs, CHPC	
	Executive, Ryan White Part B	
	Quarterly Clinical Quality	
	Management	
February	CHPC, MAC, QPM, NAP, ETS,	
	PPCT, CHPC Co-Chairs, CHPC	
	Executive, Community Focus	
	Group, VHETAC	
March	CHPC, MAC, QPM, NAP, ETS,	
	PPCT, CHPC Co-Chairs, CHPC	
	Executive, ETS Partners Group	
April	CHPC, MAC, QPM, NAP, ETS,	
	PPCT, CHPC Co-Chairs, CHPC	
	Executive, Community	
	Engagement Day,	
May	CHPC, MAC, QPM, NAP, ETS,	Quarterly Ryan White CQM
	PPCT, CHPC Co-Chairs, CHPC	meeting can be
	Executive, Ryan White Part B	encompassed within annual
	Annual Meeting and Quarterly	meeting
	Clinical Quality Management	
	Meeting, VHETAC	
June	CHPC, MAC, QPM, NAP, ETS,	
	PPCT, CHPC Co-Chairs, CHPC	
	Executive, HIV Prevention	
	Annual Meeting, ETS Partners	
	Group	SUBS. I III
July	CHPC, MAC, QPM, NAP, ETS,	CHPC and committees only
	PPCT, CHPC Co-Chairs, CHPC	meets 10 times per year
	Executive, Ryan White Part B	and may not convene this
	Quarterly Clinical Quality	month
A	Management	
August	CHPC, MAC, QPM, NAP, ETS,	
	PPCT, CHPC Co-Chairs, CHPC	
Cambanahan	Executive, VHETAC	
September	CHPC, MAC, QPM, NAP, ETS,	
	PPCT, CHPC Co-Chairs, CHPC	
	Executive, ETS Partners Group,	
October	Community Engagement Day CHPC—QPM Quality Management	*CHPC and committee
Octobei	, , ,	
	Summit, Ryan White Part B Quarterly Clinical Quality	meetings will not be held. The QPM committee will
	Management	hold a day long Quality
	Management 	Management Summit.
		rianayement Summit.

November	CHPC, MAC, QPM, NAP, ETS,	CHPC and committees only
	PPCT, CHPC Co-Chairs, CHPC	meets 10 times per year
	Executive, Community Focus	and may not convene this
	Group, VHETAC	month
December	CHPC, MAC, QPM, NAP, ETS,	CHPC and committees only
	PPCT, CHPC Co-Chairs, CHPC	meets 10 times per year
	Executive, ETS Partners Group	and may not convene this
		month

There are several deliverables required in addition to meeting facilitation. Please review the Program Overview section for a detailed description of these deliverables. Below is an example of reports and other deliverables required, with an estimated time analysis and due dates that may be subject to change:

Deliverables: Reports Due to DPH	Report Contents	Estimated Time Required	Estimated Due Date
Five-Year Integrated HIV Plan	Documents how HIV is addressed statewide	200 hours	Every 5 years
Final Needs Assessment Report	Documents process, findings, and recommendations	20 hours	Every 3 years, 90 days after completion of Needs Assessment, report must be received no later than September.
Human and Financial Resource Inventory	Documents services available statewide and funding Amounts	45 hours	Annually, July
Initial Gap Analysis	Documents Unmet Needs	20 Hours	Completed the same year as Final Needs Assessment Report by July.
Work Force Analysis	Documents workforce profile, capacity and training	60 hours	Every 3 years, March (asynchronous)
Statewide Coordinated Statement of Need	Documents Statewide HIV Care and Prevention needs	45 hours	Every 3 years, by August
Annual Integrated HIV Plan Updates	Documents progress in meeting plan goals and objectives. Includes annual	50 Hours	Annually, August

	Gap Analysis updates, Work Force Analysis updates, etc.		
Tri-Annual Program Reports	Documents contract deliverables and accomplishments during the reporting period	10 Hours	May, September, February

- Catchment Areas: To have a successful meeting that focuses on people first, the people to be served need to be present and their voices need to be heard. The successful proposal will demonstrate how to coordinate and facilitate transportation to meetings for People with Lived Experiences, such as HIV, Substance Use Disorder, etc., that live in all areas of the state. It is the responsibility of proposer to demonstrate how transportation will be coordinated, such as using a livery service or coordinated bus, etc. Cost must be considered. Meetings will rotate throughout the state. The proposer must also demonstrate how to distribute stipends to eligible CHPC members. The proposer must also demonstrate how they will work with all Ryan White and Syndemic partners in the state.
- Location of Offices / Facilities: anywhere in US and US territories, with at least one staff residing in CT. CHPC meetings, when held in-person, should be scheduled on a rotating basis throughout Connecticut, with ideal preference given to Hartford, New Haven, Bridgeport, and New London. These meeting sites are suggestions only. The proposer may include other rotating sites if they identify strategic and cost-effective locations to host meetings that may hold at least 100 attendees.
- Hours of Operation: Normal business at least 8:30am-4:00 pm Eastern Time, Monday through Friday, with the exception of state holidays as posted by the Department of Administrative services. Staff should be available to field questions from CHPC members and DPH staff during these hours. Proposers must anticipate at least two (2) after-hours consumer engagement events, to be coordinated with the Department.
- Target Population: People with Lived Experience with HIV, SUD, HCV, STDs, etc.
- Number / Types of Clients: The CHPC has a membership capacity limit of 35 members, of which at least 50% being People with Lived Experience. The proposer can expect to coordinate/facilitate member support including transportation and stipends for all eligible members.
- Client Eligibility / Exclusion: CHPC Members are eligible for stipends and transportation support if they meet the following criteria: 1) if members are not getting paid by employer or are volunteering time and 2) they are a Person with Lived Experience. The current stipend is a \$50 store gift card (Walmart, Stop and Shop, etc.) for attending 1 CHPC meeting AND 1 committee meeting, up to 10 times per year. Travel reimbursement, in the form of a gas gift card, is available of up to \$30 per meeting for in-person meetings. The proposal must include how stipends will be distributed and the proposer must provide a cost estimate. The proposal must also include a plan for member transportation and

provide a cost estimate. Please note: Due to Federal requirements, <u>cash</u> <u>distributions or cash equivalent gift cards</u> (Visa or American Express gift cards, <u>etc.</u>) to members are prohibited.

- Client Evaluation / Assessment: CHCP membership must be reflective of the HIV epidemic in Connecticut. HIV demographic information is posted on the DPH website. Therefore, member demographics must meet certain geographic, racial, ethnic, gender identity, and lived experience requirements. Upon recruitment of new members, the members are assessed by the contractor to determine how the diversity grid is impacted and where recruitment efforts need to be focused. The proposal shall explain how the membership diversity grid will be updated and monitored.
- Culturally Sensitive Services: The proposal should clearly explain the staff's knowledge of the social determinants of health and how their work focuses on addressing disparities and meeting people where they are. Knowledge and implementation of Culturally and Linguistically Appropriate Standards as well as cultural humility should be thoroughly explained in the proposal.
- Program Collaboration / Coordination: The proposal should explain how the staff will coordinate across Ryan White parts as a priority with a secondary focus across syndemic areas. The proposal should detail a plan for how staff will incorporate working with other external partners (DMHAS, DSS, HUD, etc.) and how staff will bring new stakeholders to workgroups.

3. Staffing Expectations:

- Required Staffing Model: The proposer will need a minimum of 4-8 employees on the day of CHPC meetings. The recommended staffing model is: 1 person for logistics, 1 for main meeting, executive, and co-chair committees, 1 for each committee (NAP, PPCT, QPM, ETS, and MAC). Only certain committees run concurrently, so 1 staff may be able to facilitate 2 meetings on one day. Currently, the committees that run concurrently are:
 - OPM and ETS
 - MAC and NAP
 - o PPCT meets on the Monday before CHPC meetings
- Supervision / Management: There must be an identified project manager that
 will be the main point of contact for DPH. All staff must provide monthly updates
 to the project manager, who will coordinate and disseminate the information to
 DPH staff. DPH will assign a DPH staff member as the contract manager to be
 the main point of contact for the proposer's project manager. The project
 manager can expect to meet with the DPH contract manager for at least 1 hour
 each month to discuss monitoring of contractual deliverables, financials, and
 planning.
- Pre-Employment Screening: Each staff included in this proposal must have the appropriate skill set for their assignment (e.g., the staff member running the Quality and Performance Measures Committee must be familiar with methods of data collection and analysis).
- Training: Staff must have sufficient knowledge of public health, populationbased health, social determinants of health and Connecticut's Syndemic (HIV, HCV, SUD, and STD), or staff training must be provided prior to the start of the

contract. Qualifications and experience should be detailed in the staff resumes. In lieu of experience, the proposal may include a detailed training plan for staff.

Credentials / Licensure: In addition to the requirements found in Minimum Qualifications, Project Management Professional (PMP) is encouraged but not required. Certified Professional Facilitator (CPF) or other credentialing for facilitators is encouraged but not required.

• Subcontractors: If subcontracting, the proposer must indicate how they will oversee the subcontractor and how their work will accomplish the goals of the proposal.

3. Data and Technology Expectations:

- Computer Hardware / Software: The proposer must have capacity to host virtual meetings with upwards of at least 100 attendees for at least 1.5 hours. Multiple virtual meetings are to be held concurrently. Proposer must also have capacity to hold in person meetings and coordinate technology at meeting sites which may include hybrid meetings.
- *E-Mail / Internet Capability:* Proposer must have access to email, with secure email preferred. Reliable internet access is required.
- Assessment of Client Satisfaction: Must have capacity to develop needs assessments for PLE and administer virtually or in written format. The proposer should explain how they will monitor needs assessments and provide updates as well as preparing a final report.
- Program Evaluation: Develop a mechanism to evaluate meeting satisfaction and solicit continuous feedback from members and public attendees (e.g., survey, feedback forms, etc.) Records / Data Collection / Reporting: Tri-annual reports to DPH. Summaries of standalone reports for specific deliverables. Final report on all planning activities (e.g. Needs Assessment Process, Work Force Analysis, Focus Groups, etc.).

5. Financial Expectations:

The applicant must describe how the proposal is fiscally competitive, including how staffing and service delivery costs are competitive with similar organizations 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. Please include examples of:

- o Financial Control Procedures
- o Financial Status Reports
- Audited Financial Statements: 2 years most recent financial audit statements

6. Budget Expectations:

 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.
- Cost Standards: Must be in alignment with the Office of Policy and Management Cost Standards, found: https://portal.ct.gov/OPM/Fin-POS/Standards/POS-Cost-Standards
- Program Funding Sources: State HIV Funds, Federal Ryan White Rebate Funds
- *Total Available Funding:* \$500,000 per year for a total contract value of \$2,500,000.
- Period of Award: January 1, 2024 to December 31, 2028.
- Proration: Not applicable.
- Third Party Reimbursement: Not applicable.
- Flat Fees: Not applicable.
- Fee-for-Service Revenues: Not applicable.
- Subcontractor Cost Schedules: If subcontracting, subcontractor details must be included in Budget narrative and budget justification.

PERFORMANCE MEASURES

The following performance metrics highlight key priorities that will be analyzed with providers collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to The Agency. The Agency looks forward to working with providers to define additional important performance metrics.

Deliverables: Reports Due to DPH	Report Contents
----------------------------------	-----------------

Final Needs Assessment Report	Documents Process, Findings, and Recommendations
Statewide Coordinated Statement of Need	Documents Statewide HIV Care and Prevention Needs
Human and Financial Resource Inventory	Documents Services Available Statewide and Funding Amounts
Gap Analysis	Documents Unmet Needs
Work Force Analysis	Documents Workforce Profile, Capacity and Training
Five- Year Integrated HIV Plan	Documents How HIV is Addressed Statewide
Annual Integrated HIV Plan Updates	Documents Progress Meeting Plan Goals and Objectives
Tri-Annual Program Reports	Documents contract deliverables and accomplishments during the reporting period
Monthly Financial Reports	Financial expenditures to the Department including salary, fringe, and other expenses related to operating this contract

Outcome	Measure
Recruit and maintain a diverse CHPC membership, that is reflective of the HIV Epidemic in CT including People with Lived Experience and all	CHPC membership will match Surveillance Data and CHPC Diversity Grid needs
required partners	At least 50% of the membership will be People with Lived Experience
Coordinate and facilitate a process to develop a Statewide Integrated Plan. Design the final product and write the narrative to be reviewed by DPH and CHPC	Produce a new Integrated Plan every five (5) years according to state and federal guidance
Disseminate the Integrated Plan to CHPC members, partners, stakeholders, and providers	Disseminate the Integrated Plan electronically to a minimum of 2.,000 individuals and organizations and post to the CHPC and the DPH Websites
Coordinate and facilitate the development of a Statewide Needs Assessment process and survey	Complete a new Needs Assessment Survey and Process every three to five (3-5) years, that surveys a minimum of 1,500 individuals Analyze and report findings to DPH in a final report (SCSN)
Coordinate and facilitate the development of a Statewide Financial and Human Resources Inventory	Complete a new Statewide Financial and Human Resources Inventory every three-five (3-5) years for inclusion in the Integrated Plan

Coordinate a process to identify gaps in services based on a comparison of Needs Assessment findings and available Financial and Human Resources	Develop a new Gap Analysis process and publish a report with recommendations to the DPH about gaps in needed services every three- five (3-5) years
Develop, publish, and distribute CHPC newsletters to CHPC members, members of the public attending meetings, and HIV prevention and Ryan White care provider agencies	Develop, publish, and distribute a minimum of three (3) newsletters annually to CHPC members, members of the public attending meetings, and HIV prevention and care provider agencies and post on the CHPC and DPH websites

CONTRACT MANAGEMENT/DATA REPORTING

As part of the State's commitment to becoming more outcomes-oriented, the Department of Public Health seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust service delivery and policy based on learning what works. Reliable and relevant data is necessary to ensure compliance, inform trends to be monitored, evaluate results and performance, and drive service improvements. As such, DPH reserves the right to request/collect other key data and metrics from providers.

The contractor will be expected to report financial expenses on a monthly basis, prepare triannual progress reports consisting of key activities and objectives completed during the reporting period, and analyze data as needed by the Department. The contractor will be expected to meet with DPH staff monthly for contract monitoring purposes.

Remainder of Page Intentionally Left Blank

III. PROPOSAL SUBMISSION OVERVIEW

A. SUBMISSION FORMAT INFORMATION

- Required Outline. All proposals must follow the required outline presented in Section V – 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 the Agency in the Section VI. Forms.
- **3. Table of Contents.** All proposals must include a Table of Contents that conforms with the required proposal outline.
- **4. Executive Summary.** Proposals must include a high-level summary, not exceeding two (2) pages, of the main proposal and cost proposal. The summary must also include the organization's eligibility and qualifications to respond to this RFP.
- **5. Attachments.** Attachments other than the required Appendices or Forms identified in the RFP 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.

THIS IS AN ELECTRONIC SUBMISSION

Submitted proposals must conform to the following specifications:

Paper Size: 8.5"x11"

Page Limit: 20 page maximum

Font Size: 12

Font Type: Times New Roman
 Margins: No smaller than 0.5"

- Line Spacing: Single Spaced
- **7. Pagination.** The proposer'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. Declaration of Confidential Information.** Proposers 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 proposer must label such

information as CONFIDENTIAL prior to submission. In subsection F 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).

9. Conflict of Interest - Disclosure Statement. Proposers 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 proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Agency will determine whether any disclosed conflict of interest poses a substantial advantage to the proposer over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. Example: "[name of proposer] 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. EVALUATION OF PROPOSALS

- **1. Evaluation Process.** It is the intent of the Agency to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful proposers, and awarding contracts, the Agency will conform with its written procedures for POS and PSA 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). Final funding allocation decisions will be determined during contract negotiation.
- 2. Evaluation Review Committee. The Agency will designate a Review Committee to evaluate proposals submitted in response to this RFP. The Review Committee will be composed of individuals, Agency staff or other designees as deemed appropriate. The contents of all submitted proposals, including any confidential information, will be shared with the Review 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. The Review Committee shall evaluate all proposals that meet the Minimum Submission Requirements by score and rank ordered and make recommendations for awards. The Agency Head will make the final selection. Attempts by any proposer (or representative of any proposer) to contact or

influence any member of the Review Committee may result in disqualification of the proposer.

- **3. Minimum Submission Requirements.** 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) meet the Eligibility and Qualification requirements to respond to the procurement, (4) follow the required Proposal Outline; and (5) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further The Agency will reject any proposal that deviates significantly 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 Review Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The weights are disclosed below.
 - Organizational Profile 10%
 - Scope of Services 30%
 - Staffing Plan 10%
 - Data and Technology 5%
 - Work Plan 25%
 - Financial Profile 5%
 - Cultural Competence 5%
 - Budget and Budget Narrative 10%

Evaluation Criterion Title	Percentage of Total	What would a top score look like?
Organizational Profile	10%	Ex: The proposer has a history of working with HIV community groups or strategic planning. They have skilled, culturally diverse workforce across all roles that reflects the proposed catchment area or have detailed plans of how they will. Supportive of staff and encourages self and team-care to ensure staff retention.
Scope of Services	30%	Ex: The Proposer demonstrates how they will complete each required deliverable and provide a detailed breakdown of how all meeting logistics will be managed, including: scheduling the meeting space, transportation for eligible members, incentives for eligible members, technology support, food service, meeting agendas and minutes, staff support, etc.

Staffing Plan	10%	Ex: The Proposer demonstrates a sufficient amount of staff that will meet the required deliverables and how they will operate meeting logistics. The Proposer describes the skill set of each relevant staff member and the overall supervision of the proposal.
Data and Technology	5%	Ex: The Proposer demonstrates capacity to operate virtual meetings, provide technical assistance to members that need technology assistance, and the qualifications and experience of staff to analyze data.
Work Plan	25%	Ex: The Proposer provides a thoroughly detailed work plan consisting of Specific, Measurable, Attainable, Realistic, and Timebound (SMART) objectives. The Proposer details how they will address and complete each deliverable and meeting.
Financial Profile	5%	Ex: The Proposer provides acceptable documentation and is fiscally sound, per the last audited financial statement.
Cultural Competence	5%	Ex: The Proposer demonstrates a staff reflective of the community served and a history working with the HIV community. The Proposer demonstrates staff skills in trauma informed care, drug user health, health equity and social determinants of health, and LGBTQIA+ healthcare.
Budget and Budget Narrative	10%	Ex: The Proposer provides a fiscally competitive proposal using market rates and relevant costs for meeting logistics and staff labor. There are no math errors in the budget and the budget is realistic.

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

Proposals must receive at least a minimum score to be considered for funding. Proposals that are scored below the minimum will be automatically removed from funding consideration. If all proposals do not meet funding requirements, this RFP will be reposted and all applicants will be eligible to reapply.

- 5. Proposer Selection. Upon completing its evaluation of proposals, the Review Committee will submit the rankings of all proposals to the Commissioner or Agency Head. The final selection of a successful proposer is at the discretion of the Commissioner or Agency Head. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with the Agency. Such negotiations may, but will not automatically, result in a contract. Any resulting contract will be posted on the State Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the Agency's discretion, about the outcome of the evaluation and proposer selection process. The Agency reserves the right to decline to award contracts for activities in which the Commissioner or Agency Head considers there are not adequate respondents.
- **6. Debriefing.** Within ten (10) days of receiving notification from the Agency, unsuccessful proposers may contact the Official Contact and request information about the evaluation and proposer 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 proposers still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Agency 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 Agency may schedule and hold the debriefing meeting within fifteen (15) days of the request. The Agency will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.
- 7. Appeal Process. Proposers may appeal any aspect the Agency's competitive procurement, including the evaluation and proposer selection process. Any such appeal must be submitted to the Agency head. A proposer may file an appeal at any time after the proposal due date, but not later than thirty (30) days after an agency notifies unsuccessful proposers about the outcome of the evaluation and proposer 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 Agency 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 Agency's contracting procedures, which may include approval by the Office of the Attorney General. Fully executed and approved contracts will be posted on State Contracting Portal and the Agency website

IV. REQUIRED PROPOSAL SUBMISSION OUTLINE AND REQUIREMENTS

Proposals must include a Table of Contents that exactly conforms with the required proposal outline (below). Proposals must include all the components listed below, in the order specified, using the prescribed lettering and numbering scheme. Additional information can be found in Section II PURPOSE OF RFP AND SCOPE OF SERVICES. Incomplete proposals will not be evaluated.

- A. Cover Sheet
- **B. Table of Contents**
- C. Executive Summary
- D. Main Proposal
- **E. Attachments** (clearly referenced to summary and main proposal where applicable)
- F. Declaration of Confidential Information
- G. Conflict of Interest Disclosure Statement
- **H. Statement of Assurances**

A-H are defined more specifically below. The listing above is just to provide an initial outline for proposers.

A: Cover Sheet

The Cover Sheet can be found in Section VI. Forms and must be fully completed.

B: Table of Contents

Respondents must include a Table of Contents that lists sections and subsections with page numbers that follow the organization outline and sequence for this proposal.

C: Proposer Executive Summary

The page limitation for this section is two (2) pages briefly describing how the Respondent meets the eligibility and qualification criteria outlined in the Proposal Overview and a brief overview of why the Respondent should be selected for the activities highlighted in the scope of services.

D: Main Proposal Submission Requirements To Submit a Responsive Proposal

***Please note the maximum total page length for this section is 18 pages (all appendices and other attachments should be referred to in section D

and then placed in section E.) The Agency Review Committee will not read answers longer than 18 pages in this section.

4.2 Strengths and Qualifications of Agency & Staff

4.21 Organization Description and History: Provide a general overview of your organization including its history and prior experiences engaging with relevant key stakeholders such consumers, community based organizations, and local government officials. This should include the following:

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. Staff Diversity

g. Agency and Staff Qualifications

h. Accreditation / Certification / Licensure (if applicable)

Please define any organizational accreditations, certifications, or licensure.

4.3 Scope of Services

The proposer must address how the proposed services will be delivered. A detailed Work plan (See Section VI. 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. Proposer must describe efforts to ensure the meaningful engagement of PLWH.

Please refer to Section II of this RFP when drafting the scope of services, with an emphassis on meeting facilitation and logistics, community engagement, and DPH required deliverables.

- a. Catchment Area
- b. Documentation of Community Needs / Resources
- c. Community Collaboration
- d. Service Capacity / Delivery Plan / Systems / Processes / Protocols
- e. Client Consultation / Evaluation
- f. Quality Assurance Protocols
- g. Administrative Support

4.4 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 VI. I. Forms.

b. Staffing Levels and Demographics of Organization Work Force

The applicant must complete and attach an organizational Work Force Analysis in Section VI.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 VII appendices as well.

d. Organizational Chart

The applicant must include an organizational chart in Section VII 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.

f. Staff Training/Education/Development

The applicant must describe how staff receive ongoing training and what other development tools are provided to staff.

4.5 Data and Technology

Contractors shall be required to use a data collection and reporting system, of the contractors choosing, 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. The Department has no recommended data system for this RFP, and proposers may demonstrate capacity using Microsoft Excel or another program designed for meeting logistics.

Since the applicant will be working with HIV, HCV, LGBTQIA+, and other populations, data privacy is a requirement and the proposer must demonstrate how data will be safeguarded. 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 (https://portal.ct.gov/datasecurity)

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.

Proposers must have access to and be able to access email and the internet for the purposes of record reporting and data collection. Applicant must describe current access to virtual platforms.

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 because 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.

4.6 Subcontractors

If RFP includes the use of any subcontractors for the provision or delivery of a service, the purpose of this subsection is to gather information about the administrative and operational capabilities of each such subcontractor. The specifics of the information requested may include:

- a. Legal Name of Agency, Address, FEIN
- b. Contact Person, Title, Phone, Fax, E-mail
- c. Relevant Experience
- d. Services Currently Provided
- e. Services To Be Provided Under Subcontract
- f. Subcontractor Oversight
- g. Subcontract Cost and Term

4.7 Financial 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. Financial Management Systems

The applicant must describe what financial management systems are used to track salary, fringe, and other contractual expenditures.

c. History of Violations (financial or programming)

The applicant must detail any contractual findings made in the last 5 years. If no findings, the applicant may respond "N/A".

d. Staff responsible for submitting invoices, timeliness of invoice submission

4.8 Cost Competitiveness and Budget Narrative

a. Fiscal Competitiveness

The applicant must describe how the proposal is fiscally competitive, including how staffing and service delivery costs are competitive with similar organizations 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. The proposal must include a line item budget using the template in Section VI. Forms and subcontractor details, if applicable.

b. Budget Summary (Section VI. 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.

E: Attachments

Attachments do not count towards the page limit. Attachments other than the required attachments identified are not permitted and will not be evaluated. Further, the required attachments must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions may result in disqualification. Please refer to Section VI. Forms for required forms. The Work Plan program categories should reference the activities in the Scope of Services and other activities listed in Section II. The Work Plan **must include** meeting facilitation and logistics, community engagement, and DPH required deliverables. The applicant may add additional program categories.

- 1) Work Plan
 - a) Start Date
 - b) Timetable / Schedule
 - c) Tasks, Deliverables
 - d) Methodologies
 - e) Measurable Objectives
- 2) Memorandum of Agreement
- 3) Resumés of Key Personnel
- 4) Audited Financial Statements

F: Declaration of Confidential Information

If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL prior to 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).

G: Conflict of Interest - Disclosure Statement

Proposers 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 proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. Example: "[name of proposer] 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."

H: Statement of Assurances

Place after Conflict of Interest-Disclosure Statement. Sign and return in Appendix of proposal.

Remainder of Page Intentionally Left Blank

V. MANDATORY PROVISIONS

POS STANDARD CONTRACT, PARTS I AND II

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with the provisions of Parts I and II of the State's "standard contract" for POS:

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

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

Note:

Included in Part II of the standard contract is the State Elections Enforcement Commission's notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations. If a proposer 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 proposer must inform the proposer'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 proposer (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.

ASSURANCES

By submitting a proposal in response to this RFP, a proposer implicitly gives the following assurances:

1. **Collusion.** The proposer represents and warrants that the proposer 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 proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer 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 proposer 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 Agency 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 proposer, contractor, or its agents or employees.
- 3. Competitors. The proposer 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 proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer 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 proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.
- **4. Validity of Proposal.** The proposer 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 Agency may include the proposal, by reference or otherwise, into any contract with the successful proposer.
- **5. Press Releases.** The proposer agrees to obtain prior written consent and approval of the Agency for press releases that relate in any manner to this RFP or any resultant contract.

TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, a proposer 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 Agency shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
- **3. Exclusion of Taxes.** The Agency is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers 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 Agency may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the Agency, and at the proposer's expense.
- **6. Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Agency. The Agency may ask a proposer 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 Agency. At its sole discretion, the Agency may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.
- 7. Presentation of Supporting Evidence. If requested by the Agency, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Agency may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, the Agency may also check or contact any reference provided by the proposer.
- **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 Agency or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the Agency 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 proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the Agency and, if required, by the Attorney General's Office.

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 Agency.

- **2. Amending or Canceling RFP.** The Agency reserves the right to amend or cancel this RFP on any date and at any time, if the Agency 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 Agency 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 Agency 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 Agency may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Agency reserves the right to reject the proposal of any proposer 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 Agency reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Agency further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, the Agency may seek Best and Final Offers (BFO) on cost from proposers. The Agency may set parameters on any BFOs received.
- 7. Clerical Errors in Award. The Agency reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. 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 proposer is deemed to be void ab initio and of no effect as if no contract ever existed between the State and the proposer.
- **8. Key Personnel.** When the Agency is the sole funder of a purchased service, the Agency reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Agency also reserves the right to approve replacements for key personnel who have terminated employment. The Agency further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the Agency.

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). Proposers are generally advised not to include in their proposals any confidential information. If the proposer 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 proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer 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 ensure 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. Consulting Agreements Representation, C.G.S. § 4a-81. Pursuant to C.G.S. §§ 4a-81 the successful contracting party shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "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 contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as true to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalties of false statement.

- 4. Campaign Contribution Restriction, C.G.S. § 9-612. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the resulting contract must represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." Such notice is available at https://seec.ct.gov/Portal/data/forms/ContrForms/seec form 11 notice only https://seec.ct.gov/Portal/data/forms/ContrForms/seec form 11 notice only https://seec.ct.gov/Portal/data/forms/ContrForms/seec form 11 notice only https://seec.ct.gov/Portal/data/forms/ContrForms/seec form 11 notice only
- **5. Gifts, C.G.S. § 4-252.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
 - (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
 - (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
 - (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

 Any bidder or proposer that does not agree to the representations required under this section shall be rejected and the State agency or quasi-public

under this section shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

6. Iran Energy Investment Certification C.G.S. § 4-252(a). Pursuant to C.G.S. § 4-252(a), the successful contracting party shall certify the following: (a) that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a

determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the resulting contract.

- 7. Nondiscrimination Certification, C.G.S. § 4a-60 and 4a-60a. If a bidder is awarded an opportunity to negotiate a contract, the proposer must provide the State agency with written representation in the resulting contract that certifies the bidder complies with the State's nondiscrimination agreements and warranties. This 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 authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the resulting contract, or (B) providing an affirmative response in the required online bid or response to a proposal question, if applicable, which asks if the contractor understands its obligations. If a bidder or vendor refuses to agree to this representation, such bidder or vendor shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.
- **8.** Access to Data for State Auditors. The Contractor shall provide to OPM access to any data, as defined in C.G.S. § 4e-1, concerning the resulting contract that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by OPM [or the Client Agency] and the State Auditors of Public Accounts at no additional cost.

VI. APPLICATION FORMS

COVER SHEET

REQUEST FOR PROPOSAL RFP DPH # 2024-0904
Community HIV Planning Consortium (CHPC)
CONNECTICUT DEPARTMENT OF PUBLIC HEALTH
TB, HIV, STD, and Viral Hepatitis Section

Applicant Information

	Le	gal Name	
	Address		
City/Town	State		Zip Code
Telephone No.	FAX No.		Email Address
Contact Person:		Title:	
TOTAL PROGRAM COST: I certify that to the best of application is true and correbody of the applicant, the applicant will comply with applicant authorized signatory for	my knowledge and bel ct. The application has b applicant has the legal a plicable state and federal	ief, the information of een duly authorized uthority to apply for	by the governing this funding, the
Signature of Authori	zing Official:	Date	

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	1	Tel. No.
Street	Town		Zip Code
Email			Fax No.
Financial Expenditure Reportin	na Forme:		
mancial Expenditure Reportin	ig i omis.		
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	111111
	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.

<u>For example:</u> Equipment (purchasing a computer at a cost of \$1,500). Please note that the state's definition of <u>equipment is tangible personal property with a normal useful life of at least</u> 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/opm/cwp/view.asp?a=2981&g=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.

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

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

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

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

	Category Amount
Personnel:	1111111
1) Name & Position: ,	1111111
Calculation:	
Fringe Benefit: %	
2) Name & Position: ,	
Calculation:	
Fringe Benefit: %	
3) Name & Position: ,	
Calculation:	
Fringe Benefit: %	
4) Name & Position: ,	1111111
Calculation:	
Fringe Benefit: %	
5) Name & Position: , :	1111111
Calculation:	
Fringe Benefit: %	
6) Travel per mile X miles	
7) Training	
8) Educational Materials	
9) Office Supplies	
10) Medical Materials	
11) Contractual (Subcontracts)***	
12) Telephone	
13) Advertising	
14) Other Expenses (List Below)	
a)	
b)	
c)	
d)	
e)	
f)	
15) Administrative and General Costs	
	Total DPH Grant
1111111111111111111	11111111111111111
Other Program Income:	
Committee Code combine about Cale advide A	1

^{***} 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

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 Subcont	ractor	•
----------------------------	--------	---

Choose a category b	pelow	for each	subcontract	using th	he basis	by which	it is	paid:
☐ A. Budget Basis		B. Fee fo	r Service□	C. Hour	ly 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
ſ	Total	

Example C. Hourly Rate:

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

Subcontractor Schedule A-Detail #1

Progra	am:				
Subcontractor Address:					
Telephone: () (-) 				
Select One: A	Budget Basis	B Fee-	for-Service	C Hourly R	ate
Indicate One:	MBE	WBE	Neith	er	
			Line Item		Amount
			Total Su	bcontract Amoun	t:
		#	2		
	Name: Address:				
Telephone: (p 🗆 🖘	f C	6	
Select One: A	☐ Budget Basis	B Fee-	-for-Service	C ☐ Hourly R	ate
Indicate One:	MBE	WBE	Neith	er	
			Line Item		Amount
			Line reem		Airioune
			Total Su	bcontract Amoun	t:
					-
Cubaantuaatau	Nama. Adduses.	#	3		
Telephone: (Name: Address:)(-)				
Select One: A		B ☐ Fee-	for-Service	C ☐ Hourly R	ate
Indicate One:	MBE	WBE	Neith	er	
					1
			Line Item		Amount
			Lotal Su	bcontract Amoun	T'I

Work Plan (make as many blank pages as needed, may add additional categories):

Program	Activity:	Activity Location:	Activity Steps:	Activity Specific	Name of Staff and	Timeframe for
Category: Meeting faciliation and				Outcomes:	Position(s) Responsible:	Completion:
logistics						
Community Engagement						
DPH Required						
Deliverables						
	l	l				

Staffing

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

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

^{*}Attach resumes and job descriptions for all Professional Staff in proposal appendix



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 applic	able)	
Start Date	End Date	Cost	_	
Description of Services Prov	vided:			_
Is the consultant a former	State employee or former pu	ublic official? YES	□NO	
If YES: Agency		Termination Date of En	Name of Former	r State
Sworn as true to the best of my kn	nowledge and belief, subject to the p	penalties of false statement.		
Printed Name of Bidder or Vendo	Signature of Chief O	Official or Individual	Date	
	Printed Name (of abo	ve)	Awarding State Agency	
Sworn and subscribed be	efore me on this	_day of	_, 20	

Commissioner of the Superior Court or Notary Public

WORKFORCE ANALYSIS

Contrac Addres	ctor Name: s:						Total Nu Full Tim		CT emplo		t Time:			
Job Cate gorie s	Overall Totals (sum of all cols. male & female)	White	force Anal [,] Hispanic	Black	f Hispanic	on Conn Hispani			r Pacific	America or Alask			People Disabili	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Femal	е	Male	Female
Official Manag														
Profess als	sion													
Technic s	cian													
Office of Clerica														
Craft Worker (skilled														
Operat (semi- skilled)	ives													
Labore (unskill														
Service Worker														
Totals Above														
Totals year A	go													
FORMA	L ON-THE-JC	B TRAINI	EES (Enter I	r figures I	for the sar	ne categ l	ories as a T	re showr	above)					
Apprer s	itice													
Traine	es													
EMPLO	YMENT FIGUI	RES WER	E OBTAINI	ED FROM	1:		sual eck:		t Record		0	ther	:	
	e you success e of implemer				native Actio				10					
1. a) D	o you promis	e to deve	lop and in	nplemen	it a success	sful Affirn	native Act	ion? □Y	ES □NO	□ Not A	Applicab	le	Explan	ation:
	e you success ment of Labo				iceship pro	gram cor			46a-68-1 cable Ex			the (Connect	icut
	ording to EEO sition of the v						at or near			ared witl anation:	h the ra	cial a	and sexu	al
	l. If you plan to ☑ YES [subcontra D NO Ex		set aside	a portion of	the contra	ct for legitir	mate mino	rity busines	senterpris	ses?			
-	Contrac	ctor's Au	uthorize	d Signa	ature			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;
- 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. <u>See</u> 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

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

Signature

Date

On behalf of:

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.

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



STATE OF CONNECTICUT NONDISCRIMINATION CERTIFICATION — Affidavit By

Entity

For Contracts Valued at \$50,000 or More

Documentation in the form of an <u>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</u>

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:

Notary Public

I, the undersigned, am over the age of e	ighteen (18) and under	stand and appreciate the obligations of an oath.
I am	of	, an entity
Signatory's Title		Name of Entity
duly formed and existing under the laws of	Na	ne of State or Commonwealth
I certify that I am authorized to execute		
	and that	
Name of Entity		Name of Entity
4a-60(a)(1)and 4a-60a(a)(1), as amended. Authorized Signature	_	reements and warranties of Connecticut General Statutes §§
Printed Name		
Sworn and subscribed to before me	on thisday of_	, 20
Commissioner of the Superior Court/	Comr	nission 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 SIGNA	DATE	
J. Robert Galvin, M.D., M.P.H. (original signature on file)	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

"CGMS" The Connecticut Department of Public Health, Contracts & Grants Management Section

"Department" The State of Connecticut Department of Public Health

"FCA" False Claims Act

"PFCRA" Program Fraud Civil Remedies Act

3.2 Definitions

<u>Claim</u> - 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.

<u>Contractor or Agent</u> - 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.

<u>Entity</u> - 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.

<u>Knowing and Knowingly</u> - 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.

4.3 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.

APPROVAL SIGNA	DATE	
J. Robert Galvin, M.D., M.P.H. (original signature on file)	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

"CGMS" The Connecticut Department of Public Health, Contracts & Grants Management Section

"Department" The State of Connecticut Department of Public Health

"FCA" False Claims Act

"PFCRA" Program Fraud Civil Remedies Act

"POS" Purchase of Service Contract

7.2 Definitions

<u>Claim</u> - 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.

<u>Contractor or Agent</u> - 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.

<u>Entity</u> - 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.

<u>Purchase of Service Contract</u> - 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.

False Claims Act (Policy)	PL-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010
---------------------------	---

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 subcontractual 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
F	Fully Executed Contract Document	CGMS	3 Yrs. From end date of contract(s)	CGMS Contract File

APPROVAL SIGNA	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

05/21/2010

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

"CGMS" The Connecticut Department of Public Health, Contracts & Grants Management Section

"Department" The State of Connecticut Department of Public Health

"FCA" False Claims Act

"PFCRA" Program Fraud Civil Remedies Act

12.2 Definitions

<u>Claim</u> - 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.

<u>Contractor or Agent</u> - 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.

 $\underline{Employee}$ - means any officer or employee of the entity, contractor, or agent.

<u>Entity</u> - 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.

<u>Knowing and Knowingly</u> - 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.

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.

False Claims Act (Procedure	PR-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010
-----------------------------	--

APPROVAL S	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

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

"CGMS" The Connecticut Department of Public Health, Contracts & Grants Management Section

"Department" The State of Connecticut Department of Public Health

<u>"FCA"</u> False Claims Act

"PFCRA" Program Fraud Civil Remedies Act

"POS" Purchase of Service Contract

16.2 Definitions

<u>Claim</u> - 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.

<u>Contractor or Agent</u> - 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.

<u>Entity</u> - 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.

<u>Purchase of Service Contract</u> - 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.

<u>Subcontractor</u> – See "Contractor or Agent" above.



False Claims Act (Procedure)

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

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.

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 inthe 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.

VII. APPENDIX

ABBREVIATIONS / ACRONYMS / DEFINITIONS

ADA Americans with Disabilities Act of 1990

APR Annual Progress Report BFO Best and Final Offer

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

DAC Data and Assessment Committee

DAS Department of Administrative Services (CT)

DIS Disease Intervention Specialist DPH Department of Public Health

DMHAS Department of Mental Health and Addiction Services

ETE Ending the Epidemic FPL Federal Poverty Level

FOIA Freedom of Information Act (CT)

G2Z Getting to Zero
HAV Hepatitis A Virus
HBV Hepatitis B Virus
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

MAC Membership and Awareness Committee

MOA Memorandum of Agreement
MSM Men Who Have Sex with Men
NAP Needs Assessment Project Team
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
PLE People with Lived Experience

PPCT Positive Prevention CT

PWID Persons Who Inject Drugs PWP Prevention with Positives POS Purchase of Service

PS Partner Services

QPM Quality Performance Measures Team

RFP Request for Proposal

RW Ryan White

RWHAP Ryan White HIV/AIDS Program RWPB Ryan White Part B 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

VHETAC Viral Hepatitis Elimination Technical Advisory Committee

- contractor: a private provider organization, CT State agency, or municipality that enters into a POS contract with the Agency as a result of this RFP
- *proposer:* a private provider organization, CT State agency, or municipality that has submitted a proposal to the Agency in response to this RFP. This term may be used interchangeably with applicant or respondent throughout the RFP.
- prospective applicant/proposer: a private provider organization, CT State agency, or municipality that may submit a proposal to the Agency 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 Agency as a result of
 this RFP
- syndemic: a set of linked health conditions involving two or more afflictions interacting synergistically contributing excess burden of disease in a population.

Remainder of Page Intentionally Left Blank

STATEMENT OF ASSURANCES

Department of Public Health

The undersigned Respondent affirms and declares that:

1) General

- a. This proposal is executed and signed with full knowledge and acceptance of the RFP CONDITIONS stated in the RFP.
- b. The Respondent will deliver services to the Agency the cost proposed in the RFP and within the timeframes therein.
- c. The Respondent will seek prior approval from the Agency before making any changes to the location of services.
- d. Neither the Respondent of any official of the organization nor any subcontractor the Respondent of any official of the subcontractor organization has received any notices of debarment or suspension from contracting with the State of CT or the Federal Government.
- e. Neither the Respondent of any official of the organization nor any subcontractor to the Respondent of any official of the subcontractor's organization has received any notices of debarment or suspension from contracting with other states within the United States.

Legal Name of Organization:		
Authorized Signatory	Date	

PROPOSAL CHECKLIST

To assist respondents in managing proposal planning and document collation processes, this document summarizes key dates and proposal requirements for this RFP. Please note that this document does not supersede what is stated in the RFP. Please refer to the Proposal Submission Overview, Required Proposal Submission Outline, and Mandatory Provisions (Sections II, III, and IV of this RFP) for more comprehensive details. It is the responsibility of each respondent to ensure that all required documents, forms, and attachments, are submitted in a timely manner.

Key Dates

<u>Procurement Timetable</u>					
The Agency reserves the right to modify these dates at its sole discretion.					
Item	Action	Date			
1	RFP Released	June 29, 2023			
2	Letter of Intent Due (Not Required)	July 14, 2023			
3	Questions Due	July 21, 2023			
4	Answers Released	July 28, 2023			
5	Proposal Due Date	August 11, 2023			

- ☐ Register at: https://portal.ct.gov/DAS/CTSource/Registration
- ☐ Submit Campaign Contribution Certification (OPM Ethics Form 1):

https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms

Proposal Content Checklist

☐ Statement of Assurances

- □ **Cover Sheet** (Use DPH Required Cover Sheet found in Section VI)
- □ Table of Contents
- ☐ **Executive Summary**: high-level summary of proposal and cost
- □ Main proposal body answering all questions with relevant attachments.

Proposers should use their discretion to determine whether certain required information is sufficiently captured in the body of their proposal, unless otherwise stated to include as an attachment. No additional attachments, unless otherwise indicated in the RFP, are allowed.

- Staffing plan with FTE status
- Agency and program organizational chart detailing reporting structure
- Staff resumes and applicable licensures
- Work plan describing organization's efforts, progress, or plans to diversify workforce
- Detailed plan on cultural competence and humility in service delivery
- Memoranda of Agreement/Understanding with referral partners
- Copies of applicant-created and/or evidence-based model intake, eligibility, enrollment, and assessment forms
 Written financial policies and procedures

Written financial policies and procedures
IRS Determination Letter (for nonprofit proposers)
Two years of most recent annual audited financial statements; OR any
financial statements prepared by a Certified Public Accountant for
proposers whose organizations have been incorporated for less than two years.
Proposed budget , including budget narrative and cost schedules for planned
subcontractors if applicable.
Conflict of Interest Disclosure Statement

Larm	STTIMA	(nac	'VIICT
1 01 111	atting		·NIISL

Is the proposal formatted to fit 8 ½ x 11 (letter-sized) paper?
Is the main body of the proposal within the page limit?
Is the proposal in 12-point, Times New Roman font?
Does the proposal format follow normal (1 inch) margins and single line spacing?
Does the proposer's name appear in the header of each page?
Does the proposal include page numbers in the footer?
Are confidential labels applied to sensitive information (if applicable)?