

## ADDENDUM 1

### WORKERS' COMPENSATION INSURANCE FOR SELF-DIRECTED PROGRAMS

#### REQUEST FOR PROPOSALS

(WCI\_SDP\_RFP\_08102018)

The Department of Social Services (DSS) is issuing Addendum 1 to the **WORKERS' COMPENSATION INSURANCE FOR SELF-DIRECTED PROGRAMS REQUEST FOR PROPOSALS**.

Addendum 1 contains questions submitted by interested parties and the official responses. All responses shall amend or clarify the requirements of the RFP.

In the event of an inconsistency between information provided in the RFP and information in these responses, the information in these responses shall control.

#### Questions and Responses:

- 1) **Question:** Whether companies from Outside USA can apply for this? (like, from India or Canada)

**Response:** There is no restriction regarding geographic location of the respondent. However, many required activities defined in the Scope of Work of the RFP require that responding entities have relationships with agents/brokers and insurance carriers licensed to sell and/or provide workers' compensation insurance in the State of Connecticut and can attend in-person meetings.

- 2) **Question:** Whether we need to come over there for meetings?

**Response:** Yes, the requirement to attend in-person meetings is specified on page 34 of the RFP.

- 3) **Question:** Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)

**Response:** See answer to question number one above.

- 4) **Question:** Can we submit the proposals via email?

**Response:** No, according to the RFP, Section I. General Information, C. Instructions, 8: Proposal Due Date and Time: *'The Official Contact or designee of the Official Contact is the only authorized recipient of proposals submitted in response*

to this RFP. Proposals shall be received by the Official Contact on or before the due date and time:

- Due Date: September 7, 2018
- Time: 3:00 PM EST

**Faxed or e-mailed proposals will not be evaluated.** The Department shall not accept a postmark date as the basis for meeting the proposal due date and time. Respondents should not interpret or otherwise construe receipt of a proposal after the due date and time as acceptance of the proposal, since the actual receipt of the proposal is a clerical function. The Department suggests the Respondent use certified or registered mail, or a delivery service such as United Parcel Service (UPS) to deliver the proposal. When hand-delivering proposals, submitters should allow extra time to comply with building security and delivery procedures. Hand-delivered proposals shall be delivered to the security desk located in the lobby of the building, at 55 Farmington Avenue. The Official Contact or designee of the Official Contact will be contacted by Security to receive the proposal and provide the Respondent or courier with a receipt upon request'.

5) **Question:**

**Question 1 Can you clarify the PURPOSE of the RPF**

- In reviewing the RPF on page 1 under **Purpose** it states: “The expectation is that the PM (Program Manager) will be responsible for identifying markets, secure quotations, product /program design and program operations”
  - The SCOPE of Services Section (D) page 31 outlines the type of program the state is looking for.
- Is the RFP intended to received responses so the state can select a Program Manager who can carry out the Expectations outlined under **Purpose (a broker Selection)**  
or
  - Is this a Request to provide actual formal quotes that meet the requirements outlined under **SCOPE of Services?**

**Response: It is all of the above, please see page 1 under Purpose and page 31 Scope of Services. These sections collectively define the purpose of the RFP and individual services sought through the RFP to meet the State’s needs.**

6) **Question:**

**Question 2 Page 41 5.0 Subcontractors**

We do not intend to use any subcontractor as part of the Program Manager role.

We do not treat any insurance company as a Subcontractors of our organization.

They may be the provider of coverage for the insured’s, which in this case are all the Consumers.

- Can you confirm that the state agrees that the ultimate insurance carrier is NOT a SUBCONTRACTOR of the Program Manager so we know how to answer this question?

A Program Manager needs to be independent, working for the insureds (Consumers) and not an agent for any insurance company.

**Response: The insurance carrier serving in the role of providing the workers' compensation coverage is not considered a subcontractor.**

7) **Question:**

**Question 3 Page 44 Cost Proposal Components**

Item 1.a Audited Financial Statement – We are a privately held organization, with operations in US and Canada. (over 11,000 employees and revenues exceeding \$1.8B) Due to privacy issues, our board will only allow our CFO to release financial information if the party requesting it will sign a basic Non-disclosure agreement.

- Will the state be able to provide that for us?

**Response: No, the State of Connecticut will not be able to provide a Non-Disclosure agreement. However, according to the RFP, Section I. General Information, D. Proposal Format, 5. Claim of Exemption from Disclosure: ‘Respondents are advised that all materials associated with this request, procurement or contract are subject to the terms of the Freedom of Information Act, Conn. Gen. Stat. §§ 1-200 et seq. (FOIA). Although there are exemptions in the FOIA, they are permissive and not required. If a Respondent believes that certain information or documents or portions of documents required by this request, procurement, or contract is exempt from disclosure under the FOIA, the Respondent must mark such information or documents or portions of documents as EXEMPT. In Section IV. Proposal Outline, C. Claim of Exemption from Disclosure of its submission, the Respondent must indicate the documents or pages where the information labeled EXEMPT is located in the submission.**

*For information or documents so referenced, the Respondent must provide a detailed explanation of the basis for the claim of exemption. Specifically, the Respondent must cite the FOIA exemption that it is asserting as the basis for claim that the marked material is exempt. In addition, the Respondent must apply the language of the statutory exemption to the information or documents or portions of documents that the Respondent is seeking to protect from disclosure. For example, if a Respondent marks a document as a trade secret, the Respondent must parse the definition in C.G.S. Section 1-210(b)(5)(A) and show how all of the factors are met. Notwithstanding this requirement, DSS shall ultimately decide whether such information or documents are exempt from disclosure under the FOIA.’*

**Freedom of Information, C.G.S. § 1-210(b). The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State**

**upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Respondents are generally advised not to include in their proposals any confidential information. If the Respondent indicates that certain documentation, as required by this RFP, in Section I. General Information, D. Proposal Format, 5. Claim of Exemption from Disclosure, above, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The Respondent has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a Respondent may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.**

Date Issued: August 24, 2018

Approved: \_\_\_\_\_  
**Stacey Hubert**

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

This Addendum must be signed and returned with your submission.

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Name of Company



**State of Connecticut  
Department of Social Services  
Workers' Compensation Insurance for Self-Directed Programs Request for  
Proposals  
(WCI\_SDP\_RFP\_08102018)**

**Purpose:** The State of Connecticut (hereinafter "State"), Department of Social Services (DSS or the Department), is seeking proposals from qualified Respondents to serve as a Program Manager (PM) to secure workers' compensation coverage on the voluntary market for eligible Consumer-Employers participating in the State's publicly-funded self-directed programs. The PM can be an agent, broker, or direct employee of a company that is qualified to respond as defined in the eligibility section of this RFP. The expectation is that the PM will be responsible for identifying markets, securing quotations, product/program design and program operation. The program for Connecticut's entire Consumer-Employer book of business should be underwritten by a single carrier who will issue individual policies to all Consumer-Employers within that group.

**Eligibility:** The Department seeks proposals from organizations meeting the following qualifications:

- Ability to demonstrate experience in managing workers' compensation affinity programs; and
- Connecticut licensure for necessary functions beyond PM; and
- Within the last five (5) years, performed services related to the following, as requested in the RFP:
  - ✓ Identifying markets for workers' compensation;
  - ✓ Securing quotations;
  - ✓ Product/program design and program implementation
  - ✓ Demonstrated track record in analysis related to serving as a program administrator and manager.

The resultant contract period is a five (5) year contract that is expected to begin on or about November 1, 2018 and end October 31, 2023.

Respondents planning to respond to this RFP are encouraged to submit a Letter of Intent (LOI) to the Department no later than 3:00 PM Eastern Standard Time (EST) on August 24, 2018. Proposal submissions must be received in hand, by the Department, no later than 3:00 PM EST on September 7, 2018.

Proposal submissions received after the stated due date and time may be accepted by the Department as a clerical function but will not be evaluated. Proposals that are not evaluated shall be retained for thirty days after the resultant contract is executed,

after which the proposals will be destroyed or retained for pick-up by the submitters, upon notification from the Department.

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

**Workers' Compensation Insurance for Self-Directed Programs  
Request for Proposals  
(WCI\_SDP\_RFP)**

The request for proposals (RFP) is available in electronic format on the State Contracting Portal at [https://biznet.ct.gov/SCP\\_Search/Default.aspx?AccLast=2](https://biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2) or from the Department's Official Contact:

Name: Stacey Hubert  
Address: 55 Farmington Avenue, Hartford, CT 06105  
Phone: (860) 424-5082  
Fax: (860) 424-4991  
E-Mail: Stacey.Hubert@ct.gov

The RFP is also available on the Department's website at <https://portal.ct.gov/DSS/Services/Partners-and-Vendors/RFPs>

There will be no proposers' conference scheduled for this RFP.

Questions or requests for information in alternative formats must be directed to the Department's Official Contact. Persons who are deaf or hearing impaired may use a TDD by calling 1-800-842-4524.

The Department is an Equal Opportunity/Affirmative Action Employer.

The Department reserves the right to reject any and all proposals or cancel this procurement at any time if it is deemed to be in the best interest of the State.

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## I. GENERAL INFORMATION

### A. INTRODUCTION

1. **RFP Name.** Workers' Compensation Insurance for Self-Directed Programs (WCI\_SDP\_RFP)
2. **Commodity Codes.** The services that the Department wishes to procure through this RFP are as follows:
  - 0200: Financial, Accounting Products and Services
  - 0600: Services (Professional, Support, Consulting and Misc. Services)
  - 2000: Community and Social Services

### B. ABBREVIATIONS / ACRONYMS / DEFINITIONS

ABI	Acquired Brain Injury
AP	Additional Premium
C.G.S.	Connecticut General Statutes
CHCPE	Connecticut Home Care Program for Elders
CT	Connecticut
DAS	Department of Administrative Services (CT)
DDS	Department of Developmental Services (CT)
DMHAS	Department of Mental Health and Addiction Services (CT)
DORS	Department of Rehabilitation Services (CT)
DSS	Department of Social Services (CT)
FI	Fiscal Intermediary
FOIA	Freedom of Information Act
FY	Fiscal Year
FOIA	Freedom of Information Act (CT)
IRS	Internal Revenue Service (US)
LOI	Letter of Intent
MGA	Managing General Agent
MGU	Managing General Underwriter
MMIS	Medicaid Management Information System
NCCI	National Council on Compensation Insurance
OAG	Office of the Attorney General (CT)
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)
P.A.	Public Act (CT)
PCA	Personal Care Attendant
PDF	Portable Document Format
PM	Program Manager
POS	Purchase of Service
RP	Return Premium
RFP	Request for Proposals
SDP	Self-Directed Program
SEEC	State Elections Enforcement Commission (CT)
SEIU	Service Employees International Union
TPA	Third Party Administrator
U.S.	United States
WCI	Workers' Compensation Insurance

- *Respondent*: a private, public, non-profit, for profit organization that has submitted a proposal and enters into a contract with the Department as a result of this RFP.
- *prospective respondent*: a private, public, non-profit, for profit organization that may submit a proposal to the Department in response to this RFP, but has not yet done so.
- *State contractor*: a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.
- *Prospective state contractor*: 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*: (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*: 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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of Navy or the United States Department of Defense.
- *State contract solicitation*: 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*: having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.
- *Dependent child*: 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*: (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.

- *Subcontractor*: any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) 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 (ii) 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 subcontractor*: (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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.

## C. INSTRUCTIONS

1. **Official Contact.** The Department has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Department. Respondents, prospective respondents, and other interested parties are advised that any communication with any other Department employee(s) (including appointed officials) or

personnel under contract to the Department about this RFP is strictly prohibited. Respondents or prospective respondents who violate this instruction may risk disqualification from further consideration.

Name: **Stacey Hubert**, Contract Administration Unit

Address: State of Connecticut, Department of Social Services  
55 Farmington Ave., Hartford, CT 06105-3730

Phone: 860-424-5082

Fax: 860-424-4991

E-Mail: Stacey.Hubert@ct.gov

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

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

- Department's RFP Web Page <https://portal.ct.gov/DSS/Services/Partners-and-Vendors/RFPs>
- State Contracting Portal [https://biznet.ct.gov/SCP\\_Search/](https://biznet.ct.gov/SCP_Search/)

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

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

**3. Contract Offers.** The offer of the right to negotiate a contract pursuant to this RFP is dependent upon the availability of funding to the Department. The Department anticipates the following:

Contract Term: The resultant contract will be for a five (5) year period, on or about November 1, 2018 to October 31, 2023.

**4. Minimum Qualifications of Respondents/Eligibility:** To submit a response to the WCI\_SDP\_RFP, a Respondent shall have the following minimum qualifications:

- Ability to demonstrate experience in managing workers' compensation affinity programs; and
- Connecticut licensure for necessary functions beyond PM; and
- Within the last five (5) years, performed services related to the following, as requested in the RFP:
  - ✓ Identifying markets for workers' compensation;
  - ✓ Securing quotations;
  - ✓ Product/program design and program implementation
  - ✓ Demonstrated track record in analysis related to serving as a program administrator and manager.

The Department reserves the right to reject the submission of any Respondent in default of any current or prior contract.

**5. Procurement Schedule.** See below. Dates after the due date for proposals (“Proposals Due”) are target dates only (\*). The Department may amend the schedule, as needed. Any change will be made by means of an addendum to this RFP and will be posted on the State Contracting Portal and the Department’s RFP Web Page.

- RFP Released: **August 10, 2018**
- Deadline for Questions: **August 17, 2018, 3:00 PM EST**
- Answers Released : **August 24, 2018**
- Letter of Intent Due (optional): **August 27, 2018, 3:00 PM EST**
- Proposals Due: **September 7, 2018, 3:00 PM EST**
- (\*) Entity Selected **October 5, 2018**
- (\*) Start of Contract: **November 1, 2018**
- WC Insurance Available to  
All Consumer-Employers **January 1, 2019**
- Contract End Date **October 31, 2023**

**6. Letter of Intent.** A Letter of Intent (LOI) is encouraged by this RFP. The LOI is non-binding and does not obligate the sender to submit a proposal. Respondents may complete and use the **Letter of Intent** form which is provided in this RFP as Attachment B.

The LOI can be submitted to the Official Contact by U.S. mail, or e-mail by the deadline established in the Procurement Schedule. The LOI should clearly identify:

- a. The Respondent, including name, mailing address, telephone number, fax number, and e-mail address.

**7. Inquiry Procedures.** All questions regarding the requirements of this RFP or the Department’s procurement process shall be submitted 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 will be answered. However, the Department will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions that are deemed to be unrelated to the requirements of the RFP or the procurement process will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. The Department may combine similar questions and give only one answer. All questions and answers will be compiled into a written addendum 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 addendum and be duly noted as such. The agency will release the answers to questions on the date established in the

Procurement Schedule. The Department will publish any and all amendments or addenda to this RFP on the State Contracting Portal and on the Department's RFP Web Page. Addendum Acknowledgement(s) will be placed at the end of any and all addenda to this RFP. Proposals shall include signed Addendum Acknowledgement(s) with their proposal and be submitted as required in Section IV. Proposal Outline, I. Appendices as [Appendix 1](#).

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

- Due Date: **September 7, 2018**
- Time: **3:00 PM EST**

Faxed or e-mailed proposals will not be evaluated. The Department shall not accept a postmark date as the basis for meeting the proposal due date and time. Respondents should not interpret or otherwise construe receipt of a proposal after the due date and time as acceptance of the proposal, since the actual receipt of the proposal is a clerical function. The Department suggests the Respondent use certified or registered mail, or a delivery service such as United Parcel Service (UPS) to deliver the proposal. When hand-delivering proposals, submitters should allow extra time to comply with building security and delivery procedures.

Hand-delivered proposals shall be delivered to the security desk located in the lobby of the building, at 55 Farmington Avenue. The Official Contact or designee of the Official Contact will be contacted by Security to receive the proposal and provide the Respondent or courier with a receipt upon request.

**NOTEWORTHY:** Proposals ARE NOT DEEMED TO BE RECEIVED by the Department until they are in the hands of the Official Contact or another representative of the Contract Administration and Procurement Unit designated by the Official Contact. Proposals that are received after the stated due date and time are considered to be late and shall not be evaluated. At the discretion of the Department, late proposals may be destroyed or retained for pick-up by the submitters.

**An acceptable submission must include the following:**

- One (1) original, seven (7) conforming copies, and one (1) conforming, identical electronic copy on CD or DVD (which must be compatible with Microsoft Office Word) of proposal labeled **WCI\_SDP\_RFP\_08102018 Binder 1 of 2 containing:**
  - ✓ Organizational Requirements
  - ✓ Service Requirements
  - ✓ Staffing Requirements
  - ✓ Work Plan Requirements
  - ✓ Subcontractor
  - ✓ Data Sharing/Security
  - ✓ Appendices

WCI\_SDP\_RFP\_08102018 Binder 1 of 2 original and copies shall be submitted in separate sealed envelope(s) or box(es).

- and one (1) original, seven (7) conforming copies and one (1) conforming, identical electronic copies on CD or DVD (which must be compatible with Microsoft Office Word ) of proposal labeled **WCI\_SDP\_RFP\_08102018\_COST Binder 2 of 2, which MUST be separate and distinct from the WCI\_SDP\_RFP\_08102018 Binder 1 of 2, containing:**
  - Financial Requirements
  - Budget Requirements

WCI\_SDP\_RFP\_08102018\_COST Binder 2 of 2 original and copies shall be submitted in separate sealed envelope(s) or box (s).

The Department reserves the right to reject the proposal of any Respondent that is not financially viable based on the assessment of the annual financial statements.

The original proposal must carry original signatures and be clearly marked on the cover as “Original.” Unsigned proposals will not be evaluated. The original proposal and each conforming copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Evaluation Team. **The electronic copies of the proposal must be compatible with Microsoft Office Word except for the Budget, which may be compatible with Microsoft Office Excel.** For the electronic copy, only the required appendices and forms may be scanned and submitted in Portable Document Format (PDF) or similar file format.

9. **Multiple Proposals.** The submission of multiple proposals by the same Respondent is not an option with this procurement.

#### ■ D. PROPOSAL FORMAT

1. **Required Outline.** All proposals shall follow the required outline presented in Section IV. Proposal Outline. Proposals that fail to follow the required outline will be deemed, at the discretion of the Department, non-responsive and not evaluated.
2. **Cover Sheet.** The Cover Sheet is Page 1 of the proposal. Respondents shall complete and use the **Cover Sheet** form as Page 1 of the proposal, which is provided as Attachment A.
3. **Table of Contents.** All proposals shall include a Table of Contents that conforms to the required proposal outline. (See Section IV, Proposal Outline.)
4. **Authorized Representative.** Proposers must designate an authorized representative and one (1) alternate. Provide the name, title, address, telephone and facsimile numbers, e-mail address, and normal working hours for each representative. This information must be submitted to the Official State Contact with the RFP submission.
5. **Claim of Exemption from Disclosure.** Respondents are advised that all materials associated with this request, procurement or contract are subject to the terms of the Freedom of Information Act, Conn. Gen. Stat. §§ 1-200 *et seq.* (FOIA). Although there are exemptions in the FOIA, they are permissive and not required. If a Respondent believes that certain information or documents or



portions of documents required by this request, procurement, or contract is exempt from disclosure under the FOIA, the Respondent must mark such information or documents or portions of documents as EXEMPT. In Section IV. Proposal Outline, C. Claim of Exemption from Disclosure of its submission, the Respondent must indicate the documents or pages where the information labeled EXEMPT is located in the submission.

For information or documents so referenced, the Respondent must provide a detailed explanation of the basis for the claim of exemption. Specifically, the Respondent must cite the FOIA exemption that it is asserting as the basis for claim that the marked material is exempt. In addition, the Respondent must apply the language of the statutory exemption to the information or documents or portions of documents that the Respondent is seeking to protect from disclosure. For example, if a Respondent marks a document as a trade secret, the Respondent must parse the definition in C.G.S. Section 1-210(b)(5)(A) and show how all of the factors are met. Notwithstanding this requirement, DSS shall ultimately decide whether such information or documents are exempt from disclosure under the FOIA.

- 6. Conflict of Interest - Disclosure Statement.** In Section IV. Proposal Outline, D. Conflict of Interest of its submission, Respondents shall include a disclosure statement concerning any current business relationships (within the past three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the Respondent and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a Respondent tries to influence, or succeeds in influencing, the outcome of an official decision for its personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the Respondent over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a Respondent shall affirm such in the disclosure statement: *“[name of Respondent] has no current business relationship (within the past three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85.”*
- 7. A statement.** Respondents shall include a statement that the Respondent is/is not a Connecticut based organization.
- 8. Provide a signed release** allowing the Department to access any evaluative information, including but not limited to reviews conducted by any state agency, jurisdiction or commercial Respondent for which the Respondent has performed similar work in the past three (3) years.
- 9. Executive Summary.** Proposals shall include a high-level summary of the proposal. The Executive Summary shall not exceed one (1) double-sided page and shall include statements and evidence certifying that the following requirements have been accomplished by the Respondent:

a. Eligibility identity as a public or private 501(c)(3) nonprofit or for profit organization and proposed subcontractor(s) if applicable meeting the following qualifications:

- Ability to demonstrate experience in managing workers' compensation affinity programs; and
- Connecticut licensure for necessary functions beyond PM; and
- Within the last five (5) years, performed services related to the following, as requested in the RFP:
  - ✓ Identifying markets for workers' compensation;
  - ✓ Securing quotations;
  - ✓ Product/program design and program implementation
  - ✓ Demonstrated track record in analysis related to serving as a program administrator and manager.

b. Please provide acknowledgement statements to confirm the following:

- Is your organization willing to agree to be fully and solely responsible for security with respect to all services the successful proposer will provide, all work that will be done, and any systems that will be worked on or maintained as it relates to this RFP? Explain any issues or exceptions.
- Is your organization willing to hold the State harmless for any financial liability on the State due to breaches in protective security by members of your organization? Explain.

The Department will not evaluate proposals from organizations that do not meet these minimum qualifications.

**10. Attachments.** Attachments other than the required Appendices and Forms identified in Section IV Proposal Outline are not permitted and will not be evaluated. Further, the required Appendices and Forms shall not be altered or used to extend, enhance or replace any requirement of this RFP. Failure to abide by these instructions will result in disqualification.

**11. Style Requirements.** The original proposal and each of the seven (7) conforming copies of the original proposal shall conform to the following specifications:

- Binding Type: Loose leaf binders with the Legal Name of the Respondent, and the RFP Name appearing on the outside front cover of each binder: Binder 1 WCI\_SDP\_RFP\_08102018  
Binder 2 WCI\_SDP\_RFP\_08102018\_COST
- Dividers: A tab sheet keyed to the table of contents shall separate each subsection of the proposal; the title of each subsection shall appear on the tab sheet
- Paper Size: 8½" x 11", "portrait" orientation
- Print Style: 2-sided

Font Size: Minimum of 11-point  
Font Type: Arial or Tahoma  
Margins: The binding edge margin of all pages shall be a minimum of one and one half inches (1½"); all other margins shall be one inch (1")  
Line Spacing: Single-spaced

**12. Pagination.** The Legal Name of the Respondent shall be displayed in the header of each page. All pages, from the Cover Sheet through the required Appendices and Forms, shall be numbered consecutively in the footer.

**13. Packaging and Labeling Requirements.** All proposals shall be submitted in sealed envelopes or packages and be addressed to the Official Contact. The Legal Name and Address of the Respondent shall appear in the upper left corner of the envelope or package. The RFP Name shall be clearly displayed on the envelope or package:

**WCI\_SDP\_RFP\_08102018**  
**WCI\_SDP\_RFP\_08102018\_COST**

Any received proposal that does not conform to these packaging or labeling instructions will be opened as general mail. Such a proposal may be accepted by the Department as a clerical function, but it will not be evaluated. At the discretion of the Department, such a proposal may be destroyed or retained for pick-up by the submitters.

## ■ E. EVALUATION OF PROPOSALS

- 1. Evaluation Process.** It is the intent of the Department to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful Respondents, and offering the right to negotiate a contract, the Department will conform to its written procedures for POS procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85).
- 2. Evaluation Team.** The Department will designate an Evaluation Team to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Evaluation Team. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. Attempts by any Respondent (or representative of any Respondent) to contact or influence any member of the Evaluation Team may result in disqualification of the Respondent.
- 3. Minimum Submission Requirements.** All proposals shall comply with the requirements specified in this RFP. To be eligible for evaluation, proposals shall (a) be received on or before the due date and time; (b) meet the Minimum Qualifications set forth in Section I. General Information, C. Instructions. 4. Minimum Qualifications of Respondent/Eligibility; (c) meet the Proposal Format requirements; (d) follow the required Proposal Outline; and (e) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Department will reject any proposal that deviates 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 Evaluation Team will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The criteria are weighted according to their relative importance. The weights are confidential.
- Organizational Requirements
  - Service Requirements
  - Staffing Requirements
  - Work Plan
  - Subcontractor
  - Financial Requirements
  - Budget Requirements

The Financial Requirements and Budget Requirements will only be evaluated for Respondents that have achieved a **minimum of 80 % of the available points in all prior criteria.**

- 6. Respondent Selection.** Upon completing its evaluation of proposals, the Evaluation Team will submit the rankings of all proposals to the Department head. The final selection of a successful Respondent is at the discretion of the Department head. Any Respondent selected will be so notified and offered an opportunity to negotiate a contract with the Department. Such negotiations may, but will not automatically, result in a contract. Any resulting contract will be posted on the State Contracting Portal. All unsuccessful Respondents will be notified by e-mail or U.S. mail, at the Department's discretion, about the outcome of the evaluation and Respondent selection process.
- 6. Debriefing.** After receiving notification of the outcome of the procurement from the Department, any Respondent may contact the Official Contact and request a Debriefing of the procurement process and its proposal. If Respondents still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Department to discuss the procurement process. The Department shall schedule and conduct Debriefing meetings that have been properly requested, within **fifteen (15) days** of the Department's receipt of a request. The Debriefing meeting shall not include or allow any comparisons of any proposals with other proposals, nor should the identity of the evaluators be released. The Debriefing process shall not be used to change, alter or modify the outcome of the competitive procurement. More detailed information about requesting a Debriefing may be obtained from the Official Contact.
- 7. Appeal Process.** Any time after the submission due date, but **not later than thirty (30) days** after the Department notifies Respondents about the outcome of the competitive procurement, Respondents may submit an Appeal to the Department. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. Respondents may appeal any aspect of the Department's competitive procurement; however, such Appeal shall be in writing and shall set forth facts or evidence in sufficient and convincing detail for the Department to determine whether during any aspect of the competitive procurement there was a failure to comply with the State's statutes, regulations or standards concerning competitive procurement or the

provisions of the RFP. Any such Appeal shall be submitted to the Agency Head with a copy to the Official Contact. The Respondent shall include the basis for the Appeal and the remedy requested. The filing of an Appeal shall not be deemed sufficient reason for the Department to delay, suspend, cancel or terminate the procurement process or execution of a contract. More detailed information about filing an Appeal may be obtained from the Official Contact.

- 8. Contest of Solicitation or Award.** Pursuant to Section 4e-36 of the Connecticut General Statutes, “Any bidder or proposer on a state contract may contest the solicitation or award of a contract to a subcommittee of the State Contracting Standards Board...” More detailed information is available on the State Contracting Standards Board web site at <http://www.ct.gov/scsb/site/default.asp>.
- 9. Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Department’s contracting procedures, which may include approval by the Office of the Attorney General.

## II. MANDATORY PROVISIONS

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

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

Part I of the standard contract is maintained by the Department and will include the scope of services, contract performance, budget, reports, and program-specific provisions of any resulting 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 contract. Part II is available on OPM's web site at: [http://www.ct.gov/opm/fin/standard\\_contract](http://www.ct.gov/opm/fin/standard_contract).

Note:

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

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

### ■ B. ASSURANCES

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

- 1. Collusion.** The Respondent represents and warrants that it 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 Respondent further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the respondent's proposal. The Respondent 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 Respondent certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Department may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Respondent, or its agents or employees.
- 3. Competitors.** The Respondent 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 Respondent to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The Respondent further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the

Respondent knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

4. **Validity of Proposal.** The Respondent 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 addenda hereto. The submission shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Department may include the proposal, by reference or otherwise, into any contract with the successful Respondent.
5. **Press Releases.** The Respondent agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFP or any resultant contract.

## ■ C. TERMS AND CONDITIONS

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

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

discretion, the Department may also check or contact any reference provided by the Respondent.

8. **RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Department or confer any rights on any Respondent unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the Respondent and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the Respondent or for payment of services under the terms of the contract until the successful Respondent is notified that the contract has been accepted and approved by the Department and, if required, by the Attorney General's Office.

#### ■ D. RIGHTS RESERVED TO THE STATE

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

1. **Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Department.
2. **Amending or Canceling RFP.** The Department reserves the right to amend or cancel this RFP on any date and at any time, if the Department deems it to be necessary, appropriate, or otherwise in the best interests of the State.
3. **No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the Department may reopen the procurement process, if it is determined to be in the best interests of the State.
4. **Offer and Rejection of Proposals.** The Department reserves the right to offer in part, and/or to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Department may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Department reserves the right to reject the proposal of any Respondent who submits a proposal after the submission due 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 offered as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
6. **Contract Negotiation.** The Department reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Department further reserves the right to contract with one or more Respondent(s) for such services. After reviewing the scored criteria, the Department may seek Best and Final Offers (BFOs) on cost from Respondents. The Department may set parameters on any BFOs received.
7. **Clerical Errors in Offer.** The Department reserves the right to correct inaccurate offers resulting from its clerical errors. This may include, in extreme circumstances, revoking the offering of the right to negotiate a contract already made to a Respondent and subsequently offering the right to negotiate a contract



to another Respondent. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial Respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the Respondent.

8. **Personnel.** When the Department is the sole funder of a purchased service, the Department reserves the right to approve any additions, deletions, or changes in personnel, with the exception of personnel who have terminated employment. The Department also reserves the right to approve replacements for personnel who have terminated employment. The Department further reserves the right to require the removal and replacement of any of the Respondent's personnel who do not perform adequately, regardless of whether they were previously approved by the Department.

■ **E. STATUTORY AND REGULATORY COMPLIANCE**

*By submitting a proposal in response to this RFP, the Respondent implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following.*

**Updated affidavits and forms to BizNet should be uploaded annually. DAS will notify the Respondent one month in advance of expiration of uploads to BizNet.**

1. **Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Respondents are generally advised not to include in their proposals any confidential information. If the Respondent indicates that certain documentation, as required by this RFP in Section I. General Information, D. Proposal Format, 5. Claim of Exemption from Disclosure, above, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The Respondent has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a Respondent may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.
2. **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. Detailed information is available on CHRO's web site at [Contract Compliance](#)

IMPORTANT NOTE: The Respondent shall upload the Workplace Analysis Affirmative Action Report through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division, and the Department of Social Services can review said document online. The [DAS guide](#)

[to uploading affidavits and nondiscrimination forms online](#) is embedded in this section as a hyperlink.

- 3. Consulting Agreements, C.G.S. § 4a-81.** Proposals for State contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall require a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a Respondent, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any Department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM's website at [OPM Ethics Forms](#)  
IMPORTANT NOTE: The Respondent shall upload the Consulting Agreement Affidavit (OPM Ethics Form 5) through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division, and the Department of Social Services can review said document online. The [DAS guide to uploading affidavits and nondiscrimination forms online](#) is embedded in this section as a hyperlink.
- 4. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC § 1352.** A responsive proposal shall include a [Certification Regarding Lobbying form](#), which is embedded in this section as a hyperlink, attesting to the fact that none of the funds appropriated by any Act may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the: (A) awarding of any Federal contract; (B) making of any Federal grant; (C) making of any Federal loan; (D) entering into of any cooperative agreement; or (E) extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 5. Gift and Campaign Contributions, C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8 and No. 7C, Para. 10; C.G.S. § 9-612(g)(2).** If a Respondent is offered an opportunity to negotiate a contract with an anticipated value of \$50,000 or more in a calendar or fiscal year, the Respondent shall fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and CT State agencies are exempt from this requirement. The gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM's website at [OPM: Ethics Forms](#)

IMPORTANT NOTE: The selected Respondent shall upload the Gift and Campaign Contributions Certification (OPM Ethics Form 1) through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division prior to contract execution, and the Department of

Social Services can review said document online. The [DAS guide to uploading affidavits and nondiscrimination forms online](#) is embedded in this section as a hyperlink.

6. **Nondiscrimination Certification, C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1).** If a Respondent is offered an opportunity to negotiate a contract, the Respondent shall provide the Department with *written representation* or *documentation* that certifies the Respondent complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The nondiscrimination certification forms are available on OPM's website at [OPM: Ethics Forms](#)

IMPORTANT NOTE: The selected Respondent shall upload the Nondiscrimination Certification through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division prior to contract execution, and the Department of Social Services can review said document online. The [DAS guide to uploading affidavits and nondiscrimination forms online](#) is embedded in this section as a hyperlink.

7. **Form 7. Iran Certification.** Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or Respondent, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form. The Iran Certification forms are available in the following hyperlink: [OPM: Ethics Forms](#)

IMPORTANT NOTE: The selected Respondent shall upload the Iran Certification through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division prior to contract execution, and the Department of Social Services can review said document online. The [DAS guide to uploading affidavits and nondiscrimination forms online](#) is embedded in this section as a hyperlink.

Create a BizNet account using the following hyperlink: [Company Information Vendors and Contractors](#).

8. **Reciprocal Preference Statute and Resident Bidder Status** – The following statute is included in this RFP as information to the Bidder/Respondent: Connecticut Public Act 08-154, embedded as the following hyperlink, [PA 08-154 \(SB 679\)](#), enacted a reciprocal preference statute which states that if a bidder that is not from Connecticut, a “nonresident bidder,” bids on a Connecticut procurement, and the bidder comes from a state that disadvantages nonresident bidders by adding a percent increase to the total cost of the out-of-state bidder's proposal, Connecticut state agencies will apply the same percent increase to the nonresident bidder's cost proposal that the home state of the nonresident bidder would apply to a nonresident bidder's cost proposal.

### III. PROGRAM INFORMATION

#### ■ A. DEPARTMENT OVERVIEW

##### *Department Overview*

The Department of Social Services (DSS) delivers and funds a wide range of programs and services as Connecticut's multi-faceted health and human services agency. DSS serves about 1 million residents of all ages in all 169 Connecticut cities and towns. We support the basic needs of children, families, older and other adults, including persons with disabilities. Services are delivered through 12 field offices, central administration, and online and phone access options. With service partners, DSS:

- provides federal/state food and economic aid, health care coverage, independent living and home care, social work, child support, home-heating aid, protective services for older adults, and more vital service areas.
- supports the health of over 780,000 residents through HUSKY Health (Medicaid & Children's Health Insurance Program), including medical, dental, behavioral health, prescription medications, long-term services and supports.
- helps over 400,000 residents afford food and supports Connecticut's economy with federally-funded Supplemental Nutritional Assistance Program (SNAP).
- has 1,700 dedicated staff led by Commissioner [Roderick L. Bremby](#).

##### *Vision, Mission and Values*

###### **DSS Vision**

*Guided by our shared belief in human potential, we envision a Connecticut where all have the opportunity to be healthy, secure and thriving.*

###### **DSS Mission**

*We, along with our partners, provide person-centered programs and services to enhance the well-being of individuals, families and communities.*

###### **DSS Values**

**Communication**—Open and constructive sharing of information at all levels.

**Respect**—Treating all people with dignity and understanding.

**Service**—Professional commitment to excellence.

**Accountability**—Personal and team responsibility for results.

**Innovation**—Creating and embracing new ideas to improve our work.

## ■ B. BACKGROUND

The State of Connecticut, Department of Social Services is seeking a qualified proposer to serve as a Program Manager (PM) to secure workers' compensation coverage on the voluntary market for eligible Consumer-Employers participating in the State's publicly-funded self-directed programs. The purpose of this RFP is to solicit responses that provide a reasonable basis for the State to determine the vendor whose proposal will be the most advantageous to Connecticut.

There is a non-negotiable workers' compensation coverage commencement date of January 1, 2019. Respondents to this RFP must demonstrate that workers' compensation coverage will begin for 100% of the Consumer-Employers participating in the State's publicly-funded self-directed programs on January 1, 2019.

These services are authorized in accordance with the Collective Bargaining Agreement between the Personal Care Attendant (PCA) Workforce Council and the New England Health Care Employees Union, District 1199, SEIU approved by the Connecticut State Legislature on March 21, 2018 through House Resolution No. 8 and Senate Resolution No.7.

## ■ C. OVERVIEW

On March 21, 2018 the State Legislature approved the Collective Bargaining Agreement (heretofore referred to as "Agreement") between the State of Connecticut, PCA Workforce Council and New England Health Care Employees Union, District 1199, SEIU requiring workers' compensation coverage to be in place no later than January 1, 2019. Most, but not all, employees of participating Consumer-Employers are covered by this Agreement. The full Agreement can be found online at [Collective Bargaining Agreement 2018 - CT.gov](http://www.ct.gov/collective-bargaining-agreement-2018) (to open document press CTRL+Left Click to follow link).

### **About Consumer-Employers:**

Consumer-Employers are program participants or designated responsible representatives of consumers who self-direct their own staff (hiring/firing, timesheets, direction, control, etc.) to provide an array of home and community-based services through public funding provided by the State of Connecticut. For the purposes of this RFP, employees of Consumer-Employers will be referred to broadly as Personal Care Attendants (PCAs).

- It is not unusual for Consumer-Employers to be the person receiving the care through a state program or the parent, family member, guardian or close friend of the consumer who is receiving services through a state program.
- Frequently, though not always, PCAs hired by Consumer-Employers are parents, family members or persons with close relations to the Consumer-

Employer. The caregiver/care recipient relationship is one factor in the favorable loss experience associated with this class.

- PCA services procured by Consumer-Employers that are within budgets and care plans approved by the State, are reimbursable under publicly funded programs, such as Medicaid.
- PCAs are hired to provide support services to the Consumer-Employer ; such services include assistance with Activities of Daily Living (e.g. bathing, dressing, toileting, transferring, and eating), supervision at the workplace or school, companionship, and respite services.

All PCAs, both union and non-union, will be provided workers' compensation through their Consumer-Employer via this underwriting program.

### **About CT's Self-Directed Programs (SDPs):**

The majority of SDPs are administered by the Department of Social Services and operated in partnership with the State of Connecticut Department of Developmental Services (DDS) and Department of Mental Health and Addiction Services (DMHAS). A small number (538) of Consumer-Employers hire PCAs through non-Medicaid state and federal vocational rehabilitation funds administered by the Department of Rehabilitation Services (DORS) for assistance at the workplace or school. For workers' compensation, PCAs paid through public funding are assigned to class code 0918 (CT) and are hired directly by Consumer-Employers under the programs described below.

<i>DSS Medicaid Waiver Programs</i>	
<i>Acquired Brain Injury (ABI) Waivers</i>	Provide a number of support services, including personal care assistance, to people between the ages of 18 and 64 with ABI to help them remain in the community. This waiver is jointly operated with DMHAS.
<i>Connecticut Home Care Program for Elders (CHCPE) Waiver and State Funded Program</i>	Provides home care and related community-based services to people aged 65 and older that are at risk of nursing home placement.
<i>Personal Care Attendant (PCA) Waiver</i>	Provides, in conjunction with the Section 1915(k) Community First Choice State Plan Option described below, consumer-directed personal care assistance services to people with physical disabilities who are between the ages of 18 and 64 and who would otherwise

	require institutionalization. Participants must need help with activities of daily living and must be able to hire and direct their own personal care attendant.
<b><i>DDS Medicaid Waiver Programs</i></b>	
<b><i>Comprehensive Supports Waiver</i></b>	Provides services to individuals with developmental disabilities who live in licensed community living arrangements, community training homes or in assisted living, as well as individuals who live in their own or their family home and require a level of support not available under the Individual and Family Support waiver due to significant behavioral, medical and/or physical support needs and/or the absence of natural supports.
<b><i>Employment and Day Support Waiver</i></b>	Provides services and supports for individuals with developmental disabilities ages 18 and up and individuals with intellectual disabilities ages 3 and up.
<b><i>Individual and Family Supports Waiver</i></b>	Provides direct services and supports to people with developmental disabilities who live in their own home or their family home and do not require 24-hour paid supports.
<b><i>DSS Medicaid State Plan Program</i></b>	
<b><i>Community First Choice State Plan Option</i></b>	Provides consumer-directed personal care assistance services to people with physical disabilities who are between the ages of 18 and 64 and who would otherwise require institutionalization. Participants must need help with activities of daily living and must be able to hire and direct their own Personal Care Attendant.
<b><i>DMHAS Medicaid Waiver Program</i></b>	
<b><i>Mental Health Waiver</i></b>	Provides an array of home and community-based services for people with serious psychiatric disabilities to

	assist individuals to live in the community and avoid institutional care. The Waiver focuses on intensive psychiatric rehabilitation provided in the participant's home, and other community settings; attention to both psychiatric and medical needs with an emphasis on wellness and recovery; person-centered planning leading to development of an individualized Recovery Plan; and use of peer supports provided by people trained and certified in rehabilitative care.
<b><i>DORS Program</i></b>	
<b><i>Vocational Rehabilitation Program</i></b>	Provides vocational rehabilitation services for individuals with disabilities, consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice, so that they may prepare for and engage in competitive integrated employment and achieve economic self-sufficiency.

### **About Consumer-Employers, SPDs and Workers' Compensation Historically:**

Currently, only those Consumer-Employers who employ individual PCAs for 26 hours or more per week are required, as a condition of the State's publicly-funded programs, to purchase workers' compensation coverage. Consumer-Employers who engage individual PCAs for less than 26 hours per week of self-directed services are not required, but may elect, to purchase workers' compensation coverage. Going forward, all Consumer-Employers will be required to have workers' compensation coverage regardless of the weekly hours worked by individual PCAs.

- Today, each policy is individually underwritten and placed; there is no affinity group, purchasing program, dividend or other mechanism in place grouping Consumer-Employers for workers' compensation purposes; nor has any group purchasing program or underwriting ever been in place historically.
- Currently, individual workers' compensation policies are procured for individual Consumer- Employers through a Connecticut-licensed insurance agent. The



Fiscal Intermediaries (FIs) utilized by the State provide payroll and base-policy data in support of this process.

- Two of Connecticut's FIs, Allied Community Resources, Inc. and Sunset Shores provide administrative assistance to Consumer-Employers with getting quotes, and remitting payment for individual workers' compensation policies, annual audits, and renewals.
- The State and the FIs are not involved in any matters related to the filing or payment of claims submitted by PCAs. Carriers work directly with the Consumer-Employers regarding claims settlement.

### **The Role of Fiscal Intermediaries in Workers' Compensation**

Connecticut engages three FI's to provide administrative services to Consumer-Employers. Two of the three FIs have experience assisting with workers' compensation through a Connecticut licensed insurance agent for the State's SDPs. The third FI handles a small population of Consumer-Employers (approximately 7) and has never had to procure workers' compensation for the Consumer-Employers it is assigned. A successful Respondent to this RFP will need to assist the third FI with data requirements and implementation to support the provision of workers' compensation for its small Consumer-Employer population.

FI's, among other tasks, act as the payroll administrator including payroll recordkeeping and related interactions with the workers' compensation agent/broker and insurance carrier. Going forward, the FI will be the main point of contact for Workers' Compensation on behalf of Consumer-Employers for policy and payroll data as related to policy issuance, premium audit and wage or employment verifications for claims.

With regards to workers' compensation, the FI's initiate policy coverage requests on behalf of Consumer-Employers as well as assist with the reporting of any mid-term policy cancellations or modifications to the carrier. The FIs make payments on behalf of Consumer-Employers for workers' compensation premiums and account for these premiums in the Consumer-Employer's individual budget.

Going forward, all Consumer-Employer budgets will be adjusted to include funds for workers' compensation coverage premiums. Workers' compensation will be fully funded within each budget to meet budget payroll amounts. Costs are paid as incurred on a rolling budget basis out of current funds. This mitigates collection risk for the carrier as workers' compensation premiums will be a priority and centrally billed to a limited number of FIs.

Note: For Consumer-Employers' enrolled in Medicaid, a portion of their workers' compensation costs are recoverable as allowable expenses under the Medicaid program. Any interaction with Medicaid and recovery of such expenses in support of the Consumer-Employers' budgets are outside the scope of this workers' compensation program.

### Characteristics of the Workers' Compensation Exposures to be Insured:

**Table 1**

<b>By the Numbers</b>	
<b>12,954</b>	Unduplicated PCA employees covered by the Collective Bargaining Agreement for self-directed DSS and DDS programs, calendar year 2017
<b>538</b>	Non collective bargaining PCA employees, 2017
<b>~550-600</b>	Non-union employees to be included in the program going forward
<b>\$8,500</b>	Mean monthly payroll, 2017
<b>4,598</b>	Number of Consumer-Employers, 2017
<b>\$115,501,872.63</b>	2017 total payroll
<b>1 - 40</b>	Range of Average weekly hours per Consumer-Employer, 2017
<b>0918</b>	The only class code applicable to this program
<b>\$33,000</b>	Estimated average payroll for 2017 policies issued, Note: NOT all Consumer-Employers purchased coverage; only those engaging services for >26 hours/week were required to purchase coverage)

**Table 2**

<b>3-Year Historical Payroll</b>	
<b>2017</b>	<b>\$115,501,872.63</b>
<b>2016</b>	<b>\$98,022,181.65</b>
<b>2015</b>	<b>\$90,212,272.03</b>

**Table 3**

<b>5-Year Historical Losses for Class Code 0918*</b>					
<b>Year</b>	<b>Covered Payroll</b>	<b>Reported Standard Premium</b>	<b>Reported Loss Ratio</b>	<b>Reported Loss Claim Count</b>	<b>Developed Loss Ratio</b>
<b>2015**</b>	<b>\$18,603,844</b>	<b>\$554,711</b>	<b>18.8%</b>	<b>11</b>	<b>37.7%</b>
<b>2014</b>	<b>\$27,977,092</b>	<b>\$810,244</b>	<b>43.8%</b>	<b>15</b>	<b>98.0%</b>
<b>2013</b>	<b>\$22,285,469</b>	<b>\$707,337</b>	<b>27.6%</b>	<b>12</b>	<b>40.5%</b>
<b>2012</b>	<b>\$17,209,961</b>	<b>\$520,789</b>	<b>8.7%</b>	<b>5</b>	<b>10.4%</b>
<b>2011</b>	<b>\$13,382,431</b>	<b>\$423,465</b>	<b>41.0%</b>	<b>9</b>	<b>52.4%</b>

\* Analysis of assigned risk experience to date based on developed losses produced by National Council on Compensation Insurance (NCCI) - 2018.

\*\* Reflects data for partial year, January 2015 – July 2015.

- It is anticipated that the program will expand and grow over time. The annual payroll is projected to increase as follows:

**Table 4**

<b>5 Year Payroll Growth Projections – Based on State Fiscal Year (7/1 – 6/30)</b>	
<b>2016 - 2017</b>	<b>\$115,501,873</b>
<b>2017 - 2018</b>	<b>\$117,114,739</b>
<b>2018 - 2019</b>	<b>\$128,081,549</b>
<b>2019 - 2020</b>	<b>\$132,452,345</b>
<b>2020 - 2021</b>	<b>\$136,526,108</b>

#### **Classification of Risk**

- ***Only NCCI class code 0918 (CT) is eligible for this program***  
ALL PCAs eligible for coverage under this program will be assigned to the NCCI Classification Code 0918 Domestic Service Workers—Inside—Physical Assistance—Consumer-Directed Programs (Connecticut).
- ***Employees classified as 8835 or other similar codes*** provide services to a different population and ***are ineligible*** for coverage under this program and classification.
- ***ALL premium and loss historically reported to NCCI is attributable to the group.***

NCCI recognized that experience under this program was different from 8835 or other similar codes and established this exception class code for Connecticut. Similar codes have been established as state exceptions in RI, NM, IL, and DC.

Prior to establishment of the unique class code, exposures would have been reported under other similar codes; no break out of historical experience is available prior to the establishment of code 0918.

## ■ D. SCOPE OF SERVICES

It is in the capacity of Connecticut's single state agency for Medicaid that the State is seeking proposals for workers' compensation coverage to be effective on the non-negotiable date of January 1, 2019 as part of an affinity program for eligible Consumer-Employers participating in the State's publicly-funded SDPs.

***The State is not seeking a group policy and will not be deemed the employer under any such workers' compensation policies, certificate of insurance or otherwise.***

The commonality or affinity underlying this program has two main nexuses:

1. The services of PCAs are being provided under Connecticut SDPs (defined and described in the prior "Overview" section)
2. The service recipients of the SDPs are the employers of the PCAs at all times.

This RFP is for workers' compensation insurance through a new group program insured in the voluntary insurance market. The program should have the agent/broker/direct employee of the underwriting company serve as the PM. The expectation is that the PM will be responsible for identifying markets, securing quotations, product/program design and program operation. The program for Connecticut's entire Consumer-Employer book of business should be underwritten by a single carrier who will issue individual policies to all Consumer-Employers within that group.

### **Anniversary Rating Date**

- The program should be designed to have a common policy expiration (e.g. program year 1, 11:59 PM December 31, 2019) and common anniversary rating date.
- While existing Consumer-Employers and PCAs' coverage will incept at January 1, 2019, Consumer-Employers and PCAs may be added or dropped during the annual program period.

### **Experience Modifications**

- Consumer-Employers in this program have no common ownership and are not combinable under workers' compensation rating rules. Individual policies must be issued. Where applicable individual experience ratings would apply.
- It will be the responsibility of the carrier to track and report all reportable unit statistical and policy level detail information to the rating organization (NCCI) and workers' compensation state regulators as required.

### **Minimum Premium Policies**

- Consumer-Employers without significant payroll exposure are to be issued a policy subject to minimum premium rules.
- Given that coverage for smaller Consumer-Employers utilizing fewer service hours was not previously mandated, few, if any, minimum premium policies are in place today.

### **Program Design/Operations**

As part of the program design, the PM can assume that remittances of premiums and amounts due or to be refunded under the workers' compensation program will be managed centrally for the carrier and Consumer-Employers by the PM in cooperation with the FIs. It is anticipated that the PM will define an automated process whereby it will gather the bordereaux policy level data from the FI's, aggregate it to program level and report and manage it for the program. The State is interested in - and open to - any tools or methods that the PM and/or carrier might bring to bear to mitigate the administrative impact of workers' compensation data gathering and reporting on behalf of Consumer-Employers.

The Consumer-Employer, as the policyholder, will remain the responsible party under the insurance contract. All payroll is reportable by the Consumer-Employer to the FI, regardless of funding source, for tax and compliance purposes. Therefore, FIs should have complete payroll information for all employees and policies under the program. For this program, however, payments may be aggregated and remitted for program participants by the FIs.

The State is open to considering a pay-as-you-go model as an alternative to traditional premium installment and audit payment structures.

#### *Program Management*

The State envisions a program coordinated through a PM, Managing General Agent (MGA) or Managing General Underwriter (MGU) delivering seamless services to enrolled Consumer-Employers, FIs and the State on behalf of the program and its participants.

The State is particularly interested in creative and innovative approaches to securing and providing individual workers' compensation insurance policies through one group program on the voluntary insurance market for

a diverse population of Consumer-Employers, funded through state and federal dollars, such as Medicaid.

A successful Respondent must capitalize on modern, flexible, technological solutions that efficiently handle working with the State, FIs, any claims administrator, and Consumer-Employers to provide the most efficient program possible for quotation, premium audit, policy administration (adds, drops, mid-term changes), renewal and claims integration (verification of coverage, employment, wages, etc.).

#### *Underwriting Carrier*

The State requires a single licensed insurance carrier to underwrite the program on a “take all comers” basis. All coverage is to be underwritten by voluntary market companies. To ensure full program integration and servicing, no placements should be anticipated or made to the residual market. Placements in the residual market are deemed unacceptable due to the inability to control servicing carrier placement and seamless program coordination. ***Proposals that include placement through the Assigned Risk Market will be disqualified from consideration in this RFP process.***

The carrier must be currently licensed to write workers’ compensation in Connecticut and already have or be prepared to guarantee that it will have a filed rate for code 0918 and policy form approved in the state for policies effective January 1, 2019. Acceptable carriers should have significant experience (5 or more years) in writing workers’ compensation policies and be able to demonstrate experience in managing workers’ compensation affinity programs and a commitment to the affinity market historically and going forward in support of this program.

The State is interested in approaches that minimize burdens to Consumer-Employers and FIs to deliver workers’ compensation to employees as seamlessly as possible. Wherever technology can be easily integrated to simplify the delivery of policies and management of claims without additional costs, it should be considered.

#### *Claims Management*

Centralized and dedicated claims management will be an essential feature of this program. It is anticipated that the carrier will assign a dedicated team of claim handlers and attorneys familiar with the program, exposures, and nature of the work to efficiently and consistently handle claims across the program. Program level coordination between claims and underwriting to leverage data and learning to keep employees safe

and on the job and claims frequencies and severities low is also of key importance.

The carrier must have claims adjusters and counsel knowledgeable, licensed and capable of handling workers' compensation claims and litigation in Connecticut.

#### *Premium Audit*

Given the role of the FIs it is expected that policy premium audits will primarily be done on a self-reporting basis with the data provided by the FIs. Given the nature of the program, anticipated standards would be for the audit to commence 30 days after expiration (self-reporting notices) and any additional or return premiums would be billed 60 days after expiration. On-site audits when deemed necessary would occur at the site of the FIs.

### ■ E. MAIN PROPOSAL

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

**Throughout the RFP: If a Respondent is proposing subcontractor (s) to provide requirements of the Request for Proposals, information in regard to the subcontractor(s) and those requirements must be provided in those appropriate sections.**

### **1.0 Organizational Requirements-Maximum Page Limitation= Five (5) double-sided pages**

General - Eligible proposers will be those organizations that have a demonstrated track record in analysis related to serving as a program administrator and manager. The expectation is that the PM will be responsible for identifying markets, securing quotations, product/program design and program operation to provide individual workers' compensation insurance policies through one group program on the voluntary insurance market. The successful Respondent and its proposed partners performing functions requiring a license must have and maintain the same level of licensure throughout the contract period.

The successful Respondent should anticipate the need to attend in-person meetings as needed but at least quarterly with the State throughout the contract period. Meetings will likely be more frequent during the initial 12-month start-up period.

To submit a responsive proposal, **THE RESPONDENT SHALL** provide the following information required regarding the administrative and operational capabilities of the Respondent and subcontractor, if applicable. The responses must also address the details regarding the Respondent's organization, and resources of the organization. The proposal must clearly describe the Respondent's ability and competence to perform the requirements described in this RFP.

- a. **Corporate Overview.** Provide a brief overview of the Respondent's organization including the type of organization, corporate address, and years in operation. Also, include any parent companies, subsidiaries, affiliates, and other related entities. Include an organization chart showing each of the foregoing entities. And describe the ownership structure of your organization, including any significant or controlling equity holders.
- b. **Functional Organization.** Provide an organization chart showing the hierarchical structure of functions and positions within the Respondent's organization. Identify Respondent's point of contact for this RFP, who will represent and bind the company.
- c. **Qualifications.** Describe how the Respondent meets the minimum qualifications described in Section I.C.5. Minimum Qualifications of this RFP.
- d. **References.** Include three (3) letters of reference from recent clients. Provide the following information for each reference: name title, name of company, company address, and telephone number.

<p><b>2.0 Service Requirements-Maximum Page Limitation= Twenty five double- sided pages</b></p>
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General - The State of Connecticut requires that the PM provide a fully integrated multi-faceted claims administration and risk management program. The PM's product must be flexible to accommodate the diverse nature of the PCA workers' compensation program. Although similar in scope to other major workers' compensation programs, the State is not the employer and, therefore, requires that proposals have the ability to address the unique needs of individual Consumer-Employers who utilize common FI services. Each response to the RFP must provide the requested information. RFPs with missing information may be deemed ineligible for consideration at the discretion of the State.

Please provide detailed information regarding the organization's relevant experience and performance relating to the functions set forth below:



To submit a responsive proposal, **THE RESPONDENT SHALL** provide the following information required regarding the Product and/or Service Requirement specifications of the Respondent and subcontractor, if applicable.

#### **a. General Experience**

- 1) Describe in detail the following:
  - a) The organization's knowledge and experience in providing workers' compensation (WC) coverage to groups of Consumer-Employers.
  - b) Experience with WC programs in other states for Consumer-Employers funded through publicly-funded self-directed programs, such as Medicaid.
  - c) Years of operation as an agent/broker/program manager/insurance company providing this or similar insurance options.
  - d) Are you and your producers licensed to offer WC in Connecticut? If not, please explain how you plan to identify and partner with licensed producers.
  - e) Describe your organization's experience contracting with State agencies.
  - f) Describe your organization's experience working in states with a unionized self-directed workforce.

#### **b. Program Requirements**

The State requires that a single carrier underwrite the program on a "take all comers" basis.

- 1) Provide detailed responses to the below:
  - a) Method and timeline for conducting a bid process to identify a carrier with a program and rates that are most advantageous to the State, Consumer-Employers and PCAs.
  - b) Identify which markets you are appointed with and whom you expect will bid on underwriting this program.
  - c) Are these markets currently licensed to write WC in Connecticut and have they filed rates for class code 0918 in the State? If not, do you anticipate they will have rates filed and approved in time to write policies with a coverage effective date of January 1, 2019?
  - d) Do the proposed carriers you foresee underwriting this program have five (5) or more years of experience in writing WC? How much annual WC premium has the carrier written in the last 5 years?

- e) What is the financial rating of the carriers you expect to bid?
- f) Can your organization guarantee that it can secure an insurance company to underwrite WC in Connecticut with coverage effective for the State's approximately 12,954 PCAs. Provide details to support your guarantee.
- g) Provide a detailed description of the business model you will utilize for the provision of WC insurance for self-directed programs and specify if you have implemented this model in other states within the last 24 months.
- h) Describe the dividend or other loss performance measures you will include in the program.
- i) Detail how your organization will work with FIs serving as payroll agents. Detail regarding the specific information you will share with the FIs or similar agent and the process and methods you will utilize to share this information.
- j) Provide a detailed description of the innovative approach your organization will implement to provide workers' compensation coverage to Consumer-Employers of Connecticut's self-directed programs.

### **c. Payments and Fiscal Administration**

- 1) Describe in detail how your organization will "act as the gatekeeper" (i.e., determining eligibility and registering new Consumer-Employers). Include the process for gathering WC policy information, quotation and policy issuance.
- 2) Describe the process for tracking and remitting premiums for individual policyholders and the roles of the FI and your staff or others in the process.
- 3) Describe how your organization will report enrollment data and program results to the program sponsor, carrier (underwriting, premium audit, unit statistical reporting), or Third Party Administrator (TPA) if other than the carrier.

### **d. Claims Administration**

- 1) Describe how claims are administered under any existing programs identified in your responses immediately above. Specifically, please describe how claims handling is made consistent across all policyholders and how data is managed and evaluated for the program overall. Who do you propose would administer claims for the proposed program (carrier, Third Party Administrator (TPA))? If a TPA is recommended, describe how a TPA would be selected and what performance measures you would suggest for measuring their service.

- 2) Describe how your organization monitors workers' compensation claims for performance of the program, particularly how you identify trends. Describe how your monitoring of claims has led to increased loss control or rate actions on other programs you have worked with.
- 3) Describe the experience of claims adjusters and attorneys who would handle WC claims under this program and specify if they are licensed to perform such work as may be required under Connecticut law.

#### **e. Customer Service**

- 1) Describe how your organization will provide real-time customer service to a variety of customer types. Detail specific customer service protocols and services implemented to address the needs of each of the following customer types: (a) Consumer-Employers; (b) FIs; (c) State agency and Access Agency staff (case managers, counselors, managers, program directors).

#### **f. Internal Controls/Quality Assurance**

- 1) Proposers must have an established program for quality assurance and provide a high level of internal controls for all processes. Please describe your process for Quality Assurance including:
  - a) Audits, both claim and fiscal. Include a description of the process your organization will use for conducting policy level premium audits for group programs with common rating dates, including working with the FI's and the underwriting company(ies) to efficiently coordinate premium audit information and premium adjustments, including performance timeframes.
  - b) Performance issues monitoring
  - c) Work process monitoring
  - d) Customer satisfaction polling
  - e) Continuity of business operations plan

#### **g. Reporting**

- 1) Describe your organization's current reporting capabilities. Be specific as to the types and frequency of the reports you produce, information contained in the reports and flexibility of your data collection and reporting systems to rapidly produce customized reports upon request.

**h. Transition Plan**

- 1) Proposers shall include solutions for a smooth, seamless and complete implementation and/or transition (if needed) at the time of the assumption of the new contract.
- 2) Implementation/transition costs are to be included in the pricing section of this RFP.
- 3) Please provide the details of your transition plan, including at a minimum, the following:
  - a) Chronology
  - b) Transition staffing
  - c) Required meetings
  - d) Training for State agencies
  - e) Data conversion timetable
  - f) A listing of similar transition experience with client references
  - g) Detailed balancing of converted data.

**i. Risk Mitigation**

- 1) What risk mitigation trainings and tools will your organization offer to policy holders in order to reduce the number of claims?
- 2) Describe in detail the full complement of safety and loss control (SLC) activities, counsel and service that you would recommend. Which of these activities, counsel or services would your firm provide in-house and which ones would you out-source? For each of the areas addressed in the above, please provide examples of each SLC activity and service. Describe your organization's experience with establishing safety recognition programs.

**j. Account Management**

- 1) In order to meet all of the specifications of the RFP, is it necessary for your organization to team with any of your organization's affiliated or related entities or with any third party or parties? If so, describe.

**3.0 Staffing Requirements-Maximum Page Limitation= Five (5) double-sided pages**

To submit a responsive proposal, **THE RESPONDENT SHALL** provide the following information in relation to Staffing Requirements:

- a. Describe the proposed location of the staff assigned to the Workers' Compensation Insurance Self-Directed Program and their ability to travel to Connecticut upon request.
- b. Identify the key personnel (e.g., organizational leadership, program manager, claim manger, loss control, payroll administration, customer service/account manager etc.) that will be assigned to this project. Attach résumés reflecting their qualifications and work experience in the subject area or if a position needs to be filled, attach the position job description. These attachments should be included in the Section IV. Proposal Outline, Section I. Appendices: 2) Appendix 2 – Résumés/Job Description
- c. Describe the personnel and other resources you will allocate to provide services. Please include the titles, experience and qualifications of key personnel. Based on the estimated size and nature of a proposed Connecticut program, describe how you expect to allocate staff.
- d. Describe how your organization interacts with Consumer-Employers or other policyholders in WC group programs, acting as a first point of contact for policy or claim-related questions for policies associated with a group WC program and ensuring all program participants receive a high level of service and satisfaction.

If the Respondent is selected as the Contractor, the contractor shall:

- 1) Inform the Department in writing of any revisions to the organizational chart, team or key personnel and affirmative action policies at the time revisions occur.
- 2) Submit to the Department for prior written approval changes in key personnel.
- 3) Submit to the Department the name and credentials of any persons who are proposed to replace existing or previously proposed program management staff or other key personnel identified by the Department.
- 4) Refrain from initiating any change(s) that may or will negatively impact the Department or adversely affect the ability of the Resultant Contractor to meet any requirement or deliverable set forth in this RFP.

#### **4.0 Work Plan Requirements-Maximum Page Limitation=Ten (10) double-sided pages**

To submit a responsive proposal, the Respondent shall include a comprehensive and realistic work plan. The proposed work plan shall include:

- a. *Work Plan.* Provide a detailed, task-oriented breakdown for each activity/task described in Section III. Program Information, D. Scope of Services.
- b. *Methodologies.* Describe how each activity/task will be accomplished, providing a detailed explanation of the procedures or processes that will be used to attain the expected outcomes.
- c. *Deliverables.* List and describe the form and content of each deliverable (outcome). Include a description of the proposed method of working with the State, the resources or services requested of the State (if any), and the proposed method of receiving State approval of deliverables.
- d. *Schedule.* Include a proposed work schedule, by activity/task, indicating when each activity/task will be accomplished. Identify any significant milestones or deadlines. Include due dates for all deliverables

#### **5.0 Subcontractor – No page limitation**

In order to meet all of the specifications of the RFP, the Respondent shall identify each organization that will be delivering WCI SDP Services. All proposed subcontractors (i.e.; affiliates, related entities, or any third party) are subject to the Department's prior approval. **To submit a responsive proposal, THE RESPONDENT SHALL** include the following information about each proposed subcontractor.

- a. A [Subcontractor Profile](#) for each proposed subcontractor, which is embedded in this section as a hyperlink, shall be included in Section IV. Proposal Outline, I. Appendices, as Appendix 3.
- b. A draft written agreement between the Respondent and each proposed subcontractor shall be included in Section IV. Proposal Outline, I. Appendices, as Appendix 4. Selected Respondents shall be required to submit a copy of a final written agreement with each subcontractor prior to contract execution.
- c. A letter of commitment from each proposed subcontractor, indicating willingness to provide the proposed services throughout the entire contract period, shall be included in Section IV. Proposal Outline, I. Appendices, Appendix 5. Each letter must be signed by an authorized official of the proposed subcontractor.
- d. If applicable, the Respondent shall describe how their organization shall assume each aspect of the following Product/Services specifications:
  - 1) To what extent do you intend to subcontract? Provide specific areas and subcontractor information.

- 2) To what extent does your organization subcontract with small contractors and minority owned businesses that are registered with and certified by the DAS minority and Small Business Set-Aside Program?

Note: The contractor is permitted to make subcontract(s) with any other qualified party for furnishing any of the work or services in this Request. However, the State expects the contractor to have the necessary qualifications requested in the RFP, and if necessary, leverages subcontractor to augment their qualifications and capability to deliver effectively.

The contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. The State shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor. All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

## 6.0 Data Sharing/Security-Maximum Page Limitation=One (1) double-sided page

### a. General

**The successful Respondent shall adhere to the following Protection of Personal Information as noted in the Part II Terms and Conditions.**

- 1) Contractor and Contractor Parties, at their own expense, have a duty to and **shall protect from a Personal Information Breach any and all Personal Information** which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- 2) Each Contractor or Contractor Party **shall implement and maintain a comprehensive data security program** for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Personal Information. **Such data-security program shall include, but not be limited to, the following:**
  - a. **A security policy for employees related to the storage, access and transportation of data containing Personal Information;**
  - b. **Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;**
  - c. **A process for reviewing policies and security measures at least annually;**

- d. **Creating secure access controls to Personal Information, including but not limited to passwords; and**
  - e. **Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.**
- 3) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which Contractor or Contractor Parties possess or control has been subject to a Personal Information Breach. If a Personal Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. **Such credit monitoring or protection plan shall be made available by the Contractor at its own cost** and expense to all individuals affected by the Personal Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. **Such credit monitoring or protection plans shall be approved by the State** in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Personal Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- 4) **The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Personal Information** in the same manner as provided for in this Section.
- 5) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

## b. Requirements

**Respondent shall provide detailed information regarding the organization's relative experience and performance relating to the following:**

### 1) Information Systems

- a) Describe any systems you would anticipate using in support of the proposed WC program. Do these systems allow access by policy holders, program sponsors, etc.? Are there separate associated costs or licenses required to access program information? Typically, how long is data stored and available on-line, or thereafter, by request?



## 2) Privacy and Confidentiality

- a) What methodology does your organization propose to protect the security and confidentiality of data and information proprietary to the State or subject to special statutory protection, including, but not limited to medical data?
- b) Describe your organization's experience, qualifications and capabilities in protecting highly sensitive and confidential information.

## ■ F. COST PROPOSAL COMPONENTS

### 1. **Financial Requirements.** To submit a responsive proposal, THE RESPONDENT SHALL include the following information:

#### a. Audited Financial Statements.

Submit one (1) copy of the Respondent's two (2) most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (GAAP) (USA). The copies shall include all applicable financial statements, auditor's reports, management letters, and any corresponding reissued components. One (1) copy only shall be included with the original cost proposal.

If audited financial statements for each of the last two (2) fiscal years **were not prepared**, the Respondent shall provide comparable statements that will document

the Respondent's financial stability. The additional documentation shall include, at a minimum:

- Unaudited balance sheets/Statement of Financial Position for the previous two (2) years.
- Unaudited income statements/Statement of Operations for the previous two (2) years.
- Cash flow statements for the previous two (2) years.
- IRS Form 990 for the previous two (2) years.
- Bank statements for all operating accounts for the previous twelve (12) months.
- Significant federal/state award letters.
- Description of major classes of payables including an accounts payable aging schedule.

### 2. **Budget Requirements.** To submit a responsive proposal, THE RESPONDENT SHALL include a cost proposal addressing the following information:

Note: Any fee proposals must be valid for the entire duration of the contract.

*Note: The State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the proposed cost.*

*Note: Pricing must remain firm for the first two (2) years of the contract period. Thereafter, proposals should include pricing and/or pricing strategies for the remaining three (3) year(s) of the contract period.*

- a. Program Management services fee (if applicable).
- b. Agency Compensation (commission) and/or fees.
- c. Total projected program compensation required. Provide a detailed justification.

## IV. PROPOSAL OUTLINE

*This section presents the **required** outline that must be followed when submitting a proposal in response to this RFP. Proposals must include a Table of Contents that exactly conforms to the required proposal outline (below). Proposals must include all the components listed below, in the order specified, using the prescribed lettering and numbering scheme. Incomplete proposals will not be evaluated. While the proposal outline is standard, the information requested from proposers will vary by RFP, depending of the Department's procurement requirements.*

<b>Binder 1</b>	Page
<b>A. Cover Sheet</b> . . . . .	<b>1</b>
<b>B. Table of Contents</b> . . . . .	<b>2</b>
<b>C. Claim of Exemption from Disclosure</b> . . . . .	<b>4</b>
<b>D. Conflict of Interest (Disclosure Statement)</b> . . . . .	<b>etc.</b>
<b>E. A statement is/is not CT based</b> . . . . .	
<b>F. Signed Release.</b> . . . . .	
<b>G. Executive Summary</b> . . . . .	
<b>H. Main Proposal</b> . . . . .	
<b>1.0 Organizational Requirements</b> . . . . .	
a. Corporate Overview . . . . .	
b. Functional Organization . . . . .	
c. Qualifications . . . . .	
d. References . . . . .	
<b>2.0 Service Requirements</b> . . . . .	
a. General Experience . . . . .	
b. Program Requirements . . . . .	
c. Payments and Fiscal Administration . . . . .	
d. Claims Administration . . . . .	
e. Customer Service. . . . .	

f.	Internal Controls/Quality Assurance	.	.	.	.	.	.	.	.
g.	Reporting.	.	.	.	.	.	.	.	.
h.	Transition Plan.	.	.	.	.	.	.	.	.
i.	Risk Mitigation.	.	.	.	.	.	.	.	.
j.	Account Management.	.	.	.	.	.	.	.	.
<b>3.0</b>	<b>Staffing Requirements</b>	.	.	.	.	.	.	.	.
a.	Location	.	.	.	.	.	.	.	.
b.	Qualifications and Experience	.	.	.	.	.	.	.	.
c.	Key Personnel	.	.	.	.	.	.	.	.
d.	Interaction	.	.	.	.	.	.	.	.
<b>4.0</b>	<b>Work Plan</b>	.	.	.	.	.	.	.	.
<b>5.0</b>	<b>Subcontractor</b>	.	.	.	.	.	.	.	.
<b>6.0</b>	<b>Data Sharing/Security</b>	.	.	.	.	.	.	.	.
a.	General	.	.	.	.	.	.	.	.
b.	Requirements	.	.	.	.	.	.	.	.
<b>I.</b>	<b>Appendices</b>	.	.	.	.	.	.	.	.
1)	Appendix 1 - RFP Addendum Acknowledgement	.	.	.	.	.	.	.	.
2)	Appendix 2 – Résumés/Job Description	.	.	.	.	.	.	.	.
3)	Appendix 3 - Subcontractor Profile	.	.	.	.	.	.	.	.
4)	Appendix 4 - Draft Subcontractor Agreement	.	.	.	.	.	.	.	.
5)	Appendix 5 - Subcontractor Letter of Commitment	.	.	.	.	.	.	.	.
<b>J.</b>	<b>Forms</b>	.	.	.	.	.	.	.	.
<b>1.</b>	<b>Department</b>	.	.	.	.	.	.	.	.
a.	<a href="#">Certification Regarding Lobbying</a>	.	.	.	.	.	.	.	.
<b>2.</b>	<b>Other</b>	.	.	.	.	.	.	.	.
a.	<a href="#">Notification to Bidders, Part I - V (CHRO)</a>	.	.	.	.	.	.	.	.

- b. [Consulting Agreement Affidavit \(OPM Ethics Form 5\)](#) <sup>1</sup> . . . . .
- c. [Iran Certification \(OPM Ethics Form 7\)](#)

**Binder 2**

- K. Cost Proposal . . . . .**
- 1. Financial Requirements . . . . .**
  - a. Audited Financial Statements . . . . .
- 2. Budget Requirements . . . . .**

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<sup>1</sup> Required when the contract resulting from this RFP has an anticipated value of \$50,000 or more in a calendar or fiscal year. The Respondent must submit this certification to the Department with the proposal.

**Section V - Attachments**

**ATTACHMENT A. COVER SHEET**

**STATE OF CONNECTICUT  
DEPARTMENT OF SOCIAL SERVICES**

RFP NAME OR NUMBER:  
**Workers' Compensation Insurance for Self-Directed Programs  
 Request for Proposals  
 WCI\_SDP\_RFP\_08102018**

**Organization:**

		( ) -
Primary Business Name	FEIN/SSN# & DUNS# & CFDA#	Telephone Number
Business Address	Town, State	Zip Code

**Contact Person** (*Individual other than Authorized Official who can provide additional information about the proposal or who has immediate responsibility for the proposal*):

		( ) -
Name	Title	Telephone Number
Street Address	Town, State	Zip Code
E-mail Address	Facsimile Number	

**Authorized Official** (*Individual empowered to enter into and amend contractual instruments in the name and on behalf of the Contractor*):

		( ) -
Name	Title	Telephone Number
Street Address	Town, State	Zip Code
E-mail Address	Facsimile Number	
Signature		

**Section V - Attachments**

**REQUEST FOR PROPOSALS  
RFP # WCI\_SDP\_RFP\_08102018  
Department of Social Services**

**ATTACHMENT B. Letter of Intent**

Return to:  
 Stacey Hubert  
 Department of Social Services  
 55 Farmington Ave.  
 Hartford, CT 06105  
 860-424-5082 (Telephone)  
[Stacey.Hubert@ct.gov](mailto:Stacey.Hubert@ct.gov) (E-mail)

The organization below intends to submit a proposal in response to the above referenced RFP.

Note: This letter is a non-binding expression of interest and does not obligate the sender to submit a proposal.

**Prospective Proposer:**

		(   )   -
Legal Name		Telephone Number
Mailing Address	Town, State	Zip Code

**Contact Person:**

Name		Title	
Mailing Address	Town, State	Zip Code	
(   )   -	(   )   -		
Telephone Number	FAX Number	E-mail Address	

**Person Authorized to Sign Contract:**

Name		Title	
Signature		Date	

THE STATE OF CONNECTICUT  
DEPARTMENT OF SOCIAL SERVICES

**CONTRACT PROCUREMENT RESULT FILE**

PROCUREMENT # WCI\_SDP\_RFP\_08102018

The evaluation process for the  
Workers' Compensation Insurance  
for Self-Directed Programs  
is complete.

The Department of Social Services has offered the right to negotiate  
a contract for the provision of providing Workers' Compensation  
Insurance to:

**HUB International New England**