



**STATE OF CONNECTICUT
OFFICE OF THE HEALTHCARE ADVOCATE
HEALTH INFORMATION TECHNOLOGY PROGRAM MANAGEMENT OFFICE**

REQUEST FOR PROPOSALS (RFP)

HEALTH EQUITY DATA ANALYTICS SERVICES

The Health Information Technology Program Management Office (hereinafter referred to as the "HIT PMO") is seeking proposals from qualified bidders offering health equity data analytics services (hereinafter referred to as "vendor", "bidder", "firm" or "respondent") to support Connecticut's health information technology ("Health IT or HIT") innovation, implementation, and deployment. The HIT PMO is a newly formed office to serve the Health Information Technology Officer (HITO) who is legislatively charged with the planning, design, implementation, and oversight of all Health IT services for the State of Connecticut.

The HIT PMO is seeking proposals from experienced and qualified bidders to provide health equity data (also referred to as social determinants or influencers of health data) identification, collection and pilot these key data elements within a data and analytics solution. Services include, but are not limited to: the identification and research of key data elements driving social determinants of health (2-4 total key CT State data elements), the collection of said data from trusted sources, the transmittal of data to the State HIT PMO and assistance in the analysis of these data elements into actionable, business driven next steps.

This is a competitive solicitation. Interested parties are required to submit a proposal per the terms, conditions, requirements and specifications of this Request for Proposal (RFP). **The submissions of all Respondents shall be compared and evaluated pursuant to the evaluation criteria set forth in this RFP and one or more Respondents may be selected.** Services procured through this RFP are expected to begin in January 2018, with the initial contract term from 1/31/2018 – 10/31/2018. The selected contractor will need to adapt to changing requirements as the HIT PMO mission, strategies, and in-house capabilities develop. It is expected that selected contracts will be paid for services rendered on a time and material basis.

Responses to this Request for Proposals must be submitted electronically on or before January 19, 2017 at 3pm to HITO@ct.gov. The State may modify the RFP prior to the deadline for submittals by issuance of an electronic addendum on the following website: <http://www.biznet.ct.gov/>.

Applicable Dates:

RFP Release Date	Dec. 11, 2017
Respondents' Questions and Clarifications	Jan. 5, 2017 12 p.m. EST
Deadline	
Response to Respondents' Questions	Jan. 12, 2017
Application Due Date:	Jan. 19, 2017 3 p.m. EST
Anticipated Issuance of Notice of Award:	Jan. 31, 2018
Anticipated Period of Performance:	Jan. 31, 2018 – Oct. 31, 2018

1 INTRODUCTION AND BACKGROUND

This purpose of this project is to define a specific health equity use case, including Key Performance Indicators (KPIs) and necessary data to be collected and curated within a data and analytics solution, to inform the development and use of a comprehensive health data architecture for the statewide Health Information Exchange (HIE).

As context, Public Act 16-77 created the role of Health Information Technology Officer (HITO), reporting to the Lt. Governor, and the Health Information Technology (HIT) Advisory Council, to develop and coordinate implementation of a statewide HIT plan, and to create and administer a HIE. The HITO role was filled January 2017. Since that time, and with the support of the HIT Advisory Council, a number of streams of development activity, one aspect of which is the procurement and implementation of capability to collect, analyze and report electronic Clinical Quality Measures (eCQMs) to enable practice and payment reforms, and increase the focus on the quality of clinical outcomes.

June Special Session, Public Act 17-2 also adds to the remit of the HITO. In the first instance, the All Payer Claims Data Base (APCD) transfers from Access Health CT. In the second instance, as a consequence of full implementation of the Office of Health Strategy (OHS) by July 2018, hospital discharge procedural data currently collected by the Office of Health Care Access (OHCA) will transfer to the OHS. This creates a situation where cost, clinical and quality data previously maintained in distinct silo'd organizations will be integrated under a single administrative authority.

Lastly, the HIT Program Management Office (PMO), in consultation with the HIT Advisory Council, reviewed and accepted the recommendations of a statewide stakeholder outreach program that was conducted between February and April 2017. Of the nine "Calls to Action" that resulted from analysis of findings, the first recommendation was "Connecticut must keep patients and consumers as a primary focus in all efforts to improve health IT or HIE, including addressing health equity and the social determinants of health."

Given the current and anticipated convergence of data oversight, and the clear priority of health equity that arose from the stakeholder outreach as a key focus of reform initiatives in Connecticut, a genuine opportunity to integrate data in a holistic manner with population health, consumer awareness, quality improvement and other potential needs presents itself to Connecticut in an innovative and impactful manner..

In anticipation of these potential opportunities, a work stream was initiated to develop a solution architecture that encompasses the data needs of the active eCQM project and the current structure of the APCD and OHCA data bases. The operating objective of this work stream is to develop a data architecture, with all the associated data structures, controls, standards and security to integrate the currently disparate data silos into consolidated repository suitable to drive data and information analysis, predictive and prescriptive analytics, pattern recognition and other forms of data exploration and information visualization to support the objectives of the statewide HIT plan as it evolves.

The project described in this RFP is to provide specificity with respect to data pertinent to health equity that would inform how health equity data shall be incorporated into the health data architecture. At

issue is the fact that data definitions and standardization is well known for inpatient and outpatient encounters, clinical quality measures and insurance claims; however, health equity data can be characterized by a lack of harmonized definition, inconsistent representation in codified form and fractured and fragmented collection processes. As a consequence, the thoughtful incorporation of health equity data into a comprehensive health data architecture is challenged by a lack of any reliable standard or baseline upon which to base a plan.

The purpose of this project is to define the “vital few” health equity data elements relevant to health equity issues in Connecticut, and collaborate with the HIT architectural team to incorporate those elements into the emerging health analytics architectures. Additionally, the goal of this project is to propose a potential use case that can be used in a future pilot or prototype to demonstrate the use of the health equity data elements in an analytical context that leads to clinical actions.

The output of this project will drive two follow-on activities. First, it will inform the components of the health data architecture to address health equity, ensuring that foundational and elemental structures that anticipate incremental additions of data related to health equity and social determinants are considered and embedded in the architecture. And second, it will provide a model for piloting, testing and proving the hypothesis that proactive alerts can be an effective tool for addressing health equity gaps.

The Health Information Technology Program Management Office (PMO) is seeking proposals from qualified bidders to help complete this project.

1.1 SUCCESS CRITERIA

1. A small number (i.e., 2 to 4) of vital health equity data points is identified, defined and incorporated into the data architecture of the HIE (i.e., both “data lake” and care “map” *).
2. Agreement with the architectural team on precisely how health equity data defined above will be incorporated into the health analytic architectures. This includes data definitions, relevant data transformation rules and minimally acceptable values.
3. Recommendations for obtaining the identified health equity data is articulated, with an emphasis on availability, population coverage, timeliness and accuracy.
4. A proposed specific use case that exploits the capabilities of the HIE that incorporates health data equity in a proactive or predictive manner is defined in practical, actionable terms that can be the basis of a test when the HIE is operational. KPIs are defined that utilize the availability of health equity data to depict trends and progress against desired outcomes. KPIs ideally should be a combination of after-the-fact reporting and predictive.

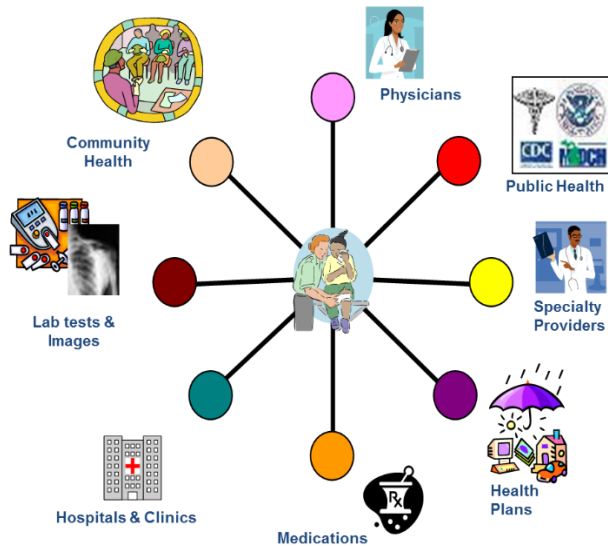
It is the expectation of the HIT PMO that between 80%-85% of Respondent’s efforts will be focused on Items 1-3 above.

*Underlying whatever use cases are recommended for initial implementation, underlying services must be acquired. Relevant to this grant proposal is the underlying service of a care map. The componentry of

a care map includes information about people (e.g., name, address, SSN, etc.), care givers (e.g., physicians, community health workers, etc.) and service providers (e.g., laboratories, imaging centers, etc.). A care map will record the relationships between these different actors in the delivery of care. Below is a conceptual diagram of a care map:

Mapping the Continuum of Care

- Center on relationships between patients, providers and organizations
- Necessarily includes an index of patients and providers
- Create and 360° view of care touch points:
 - Illuminate “off grid” care points to critical providers



Adapted from MiHIN Shared Services
 [1] Outpatient Care Patterns, McWilliams, J. Michael, JAMA – Apr 2014

2 SCOPE OF WORK

This Request for Proposals (RFP) is issued by the HIT PMO with the intent to enter into a contract with a qualified firm to provide the project services listed below.

Respondents will be expected to propose and execute an approach that achieves the objectives defined in Sec. 1 above. Respondents will have access to HIT PMO staff to provide necessary guidance and feedback. (Deliverable: Project Charter)

Respondents will be expected to develop a detail project plan that is approved, shared and monitored by the HIT PMO to achieve the objectives. (Deliverable: Project Plan)

Respondents will be expected to research and propose sources of health equity data based on a fact-based assessment of health equity concerns and needs in Connecticut. Sources are to be evaluated against the criteria of availability, population coverage, timeliness and accuracy. (Deliverables: Recommendations for “vital few” health equity data elements supported by analysis; Trusted data sources categorized against criteria).

Respondents will collaborate with the UConn Analytic and Information Management Services (UConn AIMS) team responsible to the HITO for architectural design services to incorporate health equity into the health architecture and design a practical pilot or demonstration. (Deliverable: Jointly agreed and proven architecture)

Respondents will propose a pilot or prototype that can be developed to demonstrate the ability to use the recommended health equity data to drive clinical action (Deliverable: Detailed proposal, including personas, data and process described as a use case.)

Respondents are encouraged to suggest specific domain expertise or knowledge that enriches the analysis and outputs of this project based on their unique understanding of health equity issues in Connecticut.

3. APPLICATION SUBMISSION DETAILS

3.1.1 Submission Instruction

This Request for Proposals serves as the application package and contains all the instructions to enable a potential Respondent to apply.

Responses will be **due no later than 3:00 p.m. EST on January 19, 2018**. Responses received later than the date and time specified will not be reviewed in the initial batch of responses. Such responses may be reviewed and acted upon at a later time at the HIT PMO’s discretion. The HIT PMO assumes no responsibility or liability for late delivery or receipt of responses.

The PMO will respond to all questions in one or more official addenda that will be posted to the Department of Administrative Services (DAS) website :

http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2.

3.1.2 Schedule

The RFP Process will proceed according to the following anticipated schedule:

12/11/2017	RFP Release Date
01/05/2017	Deadline for all questions and clarification inquiries, submitted via email to HITO@ct.gov
01/12/2017	Deadline for all answers to Respondents questions
01/19/2017	Responses due by 3:00 pm via email to HITO@ct.gov
01/31/2017	Anticipated Notice of Award
01/31/2018– 10/31/2018	Anticipated Period of Performance

3.1.3 Respondents’ Questions

Questions regarding this RFP must be submitted by electronic mail to HITO@ct.gov with the following Subject Line: Questions – “RFP No. 20171211-HIT Health Equity Data Analytics Services”. All questions must be received **by 12:00 p.m. EST on January 5, 2017**. Questions received on or before January 5th deadline will be reviewed and answered online as additional addendum to this RFP. Delivery of these answers is no later than January 12, 2018. Questions received after the initial deadline may be reviewed and answered at a later time at the HIT PMO’s discretion.

3.1.4 Format Requirements

All responses must be submitted in MS Word or .pdf format, with Calibri 11 point font, and with 1” margins, with exception of the Budget Template which should be submitted in Excel Format. Please also align with any addenda responses or additional direction(s).

4. APPLICATION CONTENT

Respondents are cautioned to read this RFP carefully and to conform to its specific requirements. Failure to comply with the requirements of this RFP may serve as grounds for rejection. The Response must be submitted in electronic-format to HITO@ct.gov no later than the established deadline date. The email subject line must read, “RFP No. 20171211-HIT Health Equity Data Analytics Services”. The HIT PMO accepts no responsibility for late delivery of an application.

Please follow the format below when submitting this proposal:

PROPOSAL FACE SHEET:

See Attachment A

TRANSMITTAL LETTER (Two pages single spaced):

The written statement that address the following:

- The Respondent accepts without qualification:
 - Assurances and Acceptance (RFP Section 4.2.9);
 - all [Mandatory Terms and Conditions](#);
- Brief statement outlining experience and qualifications to undertake all or specific categories under the Scope of Work;
- A statement that any submitted response and cost shall remain valid for one hundred twenty (120) days after the proposed due date or until the contract is approved, whichever comes first; and
- Evidence of Qualified Entity: The Respondent shall provide written assurance to the PMO from its legal counsel that it is qualified to conduct business in Connecticut and is not prohibited by its articles of incorporation, bylaws, or the law under which it is incorporated from performing the services required under any resultant contract.
- Sanction – Disclosure: The Respondent shall provide a statement that attests that no sanction, penalty or compliance action has been imposed on the Respondent within three years immediately preceding the date of this RFP. If the Respondent proposes the use of a subcontractor, each proposed subcontractor must provide the same statement.
- Small, Minority or Women's Business Enterprise: Section 32-9e of the Connecticut General Statutes, superseded by Section 4a-60g sets forth the requirements of each executive branch agency relative to the Connecticut Small Business Set-Aside program. Pursuant to that statute, twenty-five (25%) of the average total of all contracts let for each of the three

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

EXECUTIVE SUMMARY:

Respondents should provide a summary of their organization, their qualifications, their proposed approach for working with the HIT PMO, and the category(s) of services for which they seek prequalification. This summary should be a maximum of two (2) pages in length.

STATEMENT OF RESPONDENT'S QUALIFICATION:

All responses must include a statement of Respondent's history, along with its qualifications and experience to provide the services identified in the RFP. The response should specifically indicate the Respondents' current and historical expertise in ten (10) pages in length maximum. Describe the scope of work of contracts held by the organization in past years and specific associated achievements.

STAFF QUALIFICATIONS:

All responses must include resumes of each individual who will be providing the Services under any work order, as well as written descriptions of the individual's background and experience. Written descriptions of individuals shall include (i) experience; (ii) subject matter expertise, (iii) technical knowledge, and (iv) skillset. All Respondents must identify the individual(s) who will have primary responsibility for contact and communications with the HIT PMO for these services.

Resumes for each proposed personnel and subcontractor should be attached as a single attachment. It is assumed that for this effort, maximum staff is three to four persons, including the HIT PMO primary/key contact.

The HIT PMO reserves the right to investigate and to review the background of any or all personnel assigned to work under this agreement. Any changes to the project personnel shall require formal written approval by the HIT PMO. The HIT PMO reserves the right to terminate the agreement and/or any work if changes are not approved.

REFERENCES:

All responses must include references from at least (3) of the Respondent's clients who have utilized the organization on matters related to this RFP. All references must include a contact name, address, and telephone number. In addition, all responses must include a list of public and private clients for whom the organization has provided services similar to those described in the RFP, with a description of services provided. Provide a minimum of two references for each assigned key individual, including names of organizations and phone numbers for recently completed projects of similar scope.

BILLING RATES AND STRUCTURE:

The HIT PMO anticipates establishing a set rate schedule with the selected Respondent(s). In anticipation of this process, Respondents are required to include the following information in their response: A tiered rate schedule of hourly rates to be charged by personnel identified in the qualification statement above and the rate categories for additional personnel that may work on specific assignments. Please indicate discounts, if any, that are being offered from standard hourly rates.

Travel costs may be billed separately and will follow Federal General Services Administration Travel Regulations.

ADDITIONAL DOCUMENTATION:

All responses must include the following Standard Forms:

The Respondent shall submit the following standard forms:

- [Procurement Agreement Signatory Acceptance](#): Proposal must include a Statement of Acceptance, without qualification of all terms and conditions within this RFP and the
- [Mandatory Terms and Conditions](#) for a PSA contract (with proposal)
- [Consulting Agreement Affidavit](#) (with proposal, OPM Ethics Form 5)
- [Affirmation of Receipt of State Ethics Laws Summary](#) (with proposal, OPM Ethics Form 6)
- [Iran Certification](#) (with proposal, OPM Ethics Form 7)
- [Gift and Campaign Contributions](#) (prior to contract, OPM Ethics Form 1)
- [Nondiscrimination Certification Form](#) (prior to contract)

5. EVALUATION AND SELECTION

The HIT PMO evaluation team shall evaluate each response that is properly submitted. As part of the selection process, the HIT PMO may invite finalists to answer questions regarding their response in person or in writing. Any expenses incurred by the Respondent to participate in such interview shall be the responsibility of the Respondent.

5.1 CRITERIA

Selection of a Respondent to provide the services sought will be based on the following criteria:

- Demonstrated capacity, facilities, and organizational structure to perform the type of services sought in this RFP
- Qualification and experience of the Respondent and the primary personnel identified to provide the services as outlined in Section 2: Scope of Work
- Record of performance with other clients
- Experience in providing similar services to other clients
- Reasonableness of the offered rates and billing structure

The order of these factors does not generally denote relative importance. The HIT PMO reserves the right to consider such other relevant factors as it deems appropriate in order to obtain the “best value.”

An Evaluation Team will be established to assist the PMO in selection of Contractor(s). The PMO reserves the right to alter the composition of this Team. The Evaluation Team will be responsible for the review and scoring of all Responses. This group will be responsible for the recommendation for selection to the HITO. The State reserves the right to reject any and all Responses.

5.2 SELECTION

Notification of selection or non-selection of all Respondents who submitted conforming responses will be emailed when the selection process is final.

6. PROCUREMENT PROCESS

6.1 CONTRACT EXECUTION

The contract developed as a result of this RFP is subject to State contracting procedures for executing a contract, which includes approval by the Connecticut Office of the Attorney General. Contracts become executed upon the signature of the Office of the Attorney General and no financial commitments can be made or work undertaken until and unless the contracts have been approved by the Office of the Attorney General. The Office of the Attorney General reviews the contract only after the HITO and the Contractor have agreed to the provisions.

6.2 OFFICIAL CONTACT

For the purposes of this RFP, the HIT PMO has designated that all communication must be in writing and submitted to Hito@ct.gov. Respondents, Prospective Respondents, and other interested parties are advised that any communication with the following about this RFP is strictly prohibited:

1. Any PMO employee(s),
2. Personnel of our state agency partners (including SIM/UConn/UConn Health) directly engaged in HIT related activities, and
3. Personnel under contract with the PMO or our state agency partners

Respondents or Prospective Respondents who violate this instruction risk disqualification from further consideration. If you are uncertain as to whether communication is permitted with an individual or entity, please submit your question to the HITO@ct.gov. Please be advised that all questions must be responded to via addenda to this RFP, and any phone calls to or contact with the HITO, the HIT PMO or their staff are not permissible.

6.3 ACCEPTANCE OF CONTENT

The contents of this RFP and the Response of the successful Respondent will form the basis of contractual obligations in the final contract. The resulting contract will be a Personal Service Agreement (PSA) contract between the successful Respondent and the PMO. The Respondent's submission must include a Statement of Acceptance, without qualification of all terms and conditions within this RFP and the Mandatory Terms and Conditions section. Any Response that fails to comply in any way with this requirement may be disqualified as non-responsive. The PMO is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

6.4 CONTEST OF SOLICITATION OF AWARD

Pursuant to Section 4e-36 of the Connecticut General Statutes, "Any Respondent or RESPONDENT on a state contract may contest the solicitation or award of a contract to a subcommittee of the State Contracting Standards Board..." Refer to the State Contracting Standards Board website at www.ct.gov/scsb.

6.5 DISPOSITION OF RESPONSES – RIGHTS RESERVED

Upon determination that its best interests would be served, the PMO shall have the right to the following:

1. **Cancellation:** Cancel this procurement at any time prior to contract award.
2. **Amend procurement:** Amend this procurement at any time prior to contract award.
3. **Refuse to accept:** Refuse to accept, or return accepted Responses that do not comply with procurement requirements.
4. **Incomplete Business Section:** Reject any Response in which the Business Section is incomplete or in which there are significant inconsistencies or inaccuracies. The State reserves the right to reject all Responses.
5. **Prior contract default:** Reject the submission of any Respondent in default of any prior contract or for misrepresentation of material presented.
6. **Received after due date:** Reject any Response that is received after the deadline.
7. **Written clarification:** Require Respondents, at their own expense, to submit written clarification of their Response in a manner or format that the PMO may require.
8. **Oral clarification:** Require Respondents, at their own expense, to make oral presentations at a time selected and in a place provided by the PMO. Invite Respondents, but not necessarily all, to make an oral presentation to assist the PMO in their determination of award. The PMO further reserves the right to limit the number of Respondents invited to make such a presentation. The oral presentation shall only be permitted for clarification purposes and not to allow changes to be made to the submission.
9. **No changes:** Allow no additions or changes to the original Response after the due date specified herein, except as may be authorized by the PMO.

10. **Property of the State:** Own all Responses submitted in response to this procurement upon receipt by the PMO.
11. **Separate service negotiation:** Negotiate separately any service in any manner necessary to serve the best interest of the State.
12. **All or any portion:** Contract for all or any portion of the scope of work or tasks contained within this RFP.
13. **Most advantageous Response:** Consider cost and all factors in determining the most advantageous Response for the PMO when awarding the right to negotiate a contract.
14. **Technical defects:** Waive technical defects, irregularities and omissions, if in its judgment the best interests of the PMO will be served.
15. **Privileged and confidential communication:** Share the contents of any Response with any of its designees for purposes of evaluating the Response to make an award. The contents of all meetings, including the first, second and any subsequent meetings and all communications in the course of negotiating and arriving at the terms of the Contract shall be privileged and confidential.
16. **Best and Final Offers:** Seek Best and Final Offers (BFO) on price from Respondents upon review of the scored criteria. In addition, the PMO reserves the right to set parameters on any BFOs it receives.
17. **Unacceptable Responses:** Reopen the bidding process if the PMO determines that all Responses are unacceptable.

6.6 QUALIFICATION PREPARATION EXPENSES

The PMO assumes no liability for payment of expenses incurred by Respondents in preparing and submitting Responses to this procurement.

6.7 ASSURANCES AND ACCEPTANCES

1. **Independent Price Determination:** By submission of a Response and through assurances given in its Transmittal Letter, the Respondent certifies that in connection with this procurement the following requirements have been met.
 - a. **Costs:** The costs proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such process with any other organization or with any competitor;
 - b. **Disclosure:** Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Respondent on a prior basis directly or indirectly to any other organization or to any competitor;
 - c. **Competition:** No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Response for the purpose of restricting competition;
 - d. **Prior Knowledge:** The Respondent had no prior knowledge of the RFP contents prior to actual receipt of the RFP and had no part in the RFP development; and

- e. **Offer of Gratuities:** The Respondent certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any contract arising from this procurement may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the contractor, the contractor's agent or the contractor's employee(s).
2. **Valid and Binding Offer:** Each Response represents a valid and binding offer to the PMO to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.
3. **Press Releases:** The Respondent agrees to obtain prior written consent and approval from the PMO for press releases that relate in any manner to this RFP or any resulting contract.
4. **Restrictions on Communications with PMO Staff:** The Respondent agrees that from the date of release of this RFP until the PMO makes an award that it shall not communicate with PMO staff on matters relating to this RFP except as provided herein through the PMO. Any other communication concerning this RFP with any of the PMO's staff may, at the discretion of the PMO, result in the disqualification of that Respondent's Submission.
5. **Acceptance of the PMO's Rights Reserved:** The Respondent accepts the rights reserved by the PMO.
6. **Experience:** The Respondent has sufficient project design and management experience to perform the tasks identified in this RFP. The Respondent also acknowledges and allows the PMO to examine the Respondent's claim with regard to experience by allowing the PMO to review the related contracts or to interview contracting entities for the related contracts.

6.8 INCURRING COSTS

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

6.9 STATUTORY AND REGULATORY COMPLIANCE

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

1. Freedom of Information, C.G.S. § 1-210(b). This Contract is subject to C.G.S. § 1-1210(b). The Freedom of Information Act (FOIA) 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. § 1-1210(b). The proposer shall indicate if it believes that certain documents or a portion(s) of documents, as required by this RFP is confidential, proprietary or trade secret by clearly marking such in its response to this RFP. The State will make an independent determination as to the validity under FOIA of the proposer's marking of documents or portions of documents it believes should be exempt from disclosure. While a proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The proposer has the

burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.

2. Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive. CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.
3. Consulting Agreements, C.G.S. § 4a-81. Proposals for State contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (a) Providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (b) Contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (c) Any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM's website at http://www.ct.gov/opm/fin/ethics_forms
IMPORTANT NOTE: A proposer must complete and submit OPM Ethics Form 5 to the Department with the proposal.
4. Gift and Campaign Contributions, C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8 and No. 7C, Para. 10; C.G.S. § 9-612(g)(2). If a proposer is awarded an opportunity to negotiate a contract with an anticipated value of \$50,000 or more in a calendar or fiscal year, the proposer must fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and CT State agencies are exempt from this requirement. The gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM's website at http://www.ct.gov/opm/fin/ethics_forms
IMPORTANT NOTE: The successful proposer must complete and submit OPM Ethics Form 1 to the Department prior to contract execution.
5. Nondiscrimination Certification, C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1). If a proposer is awarded an opportunity to negotiate a contract, the proposer must provide the Department with written representation or documentation that certifies the proposer complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts—regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The nondiscrimination certification forms are available on OPM's website at http://www.ct.gov/opm/fin/nondiscrim_forms.

IMPORTANT NOTE: The successful proposer must complete and submit the appropriate nondiscrimination certification form to the awarding Department prior to contract execution.

6.10 KEY PERSONNEL

The PMO reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The department also reserves the right to approve replacements for key personnel who have terminated employment. The PMO further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the PMO.

6.11 OTHER

The successful bidder may be precluded from bidding on future Health Information Technology contracts issued by the State of Connecticut directly related to the work conducted in relation to this contract, consulting services notwithstanding.

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ATTACHMENT A: PROPOSAL FACE SHEET

HIT PROJECT MANAGEMENT OFFICE RFP
Health Equity Data Analytics Services
PROPOSAL FACE SHEET

1	<p>RESPONDING ORGANIZATION (Legal name and address of organization as filed with the Secretary of State):</p> <p>Legal Name: _____</p> <p>Street Address: _____</p> <p>Town/City/State/Zip: _____</p> <p>FEIN: _____</p>
2	<p>DIRECTOR/CEO</p> <p>Name: _____ Title: _____</p> <p>Telephone: _____ FAX: _____</p> <p>Email: _____</p>
3	<p>CONTACT PERSON</p> <p>Name: _____ Title: _____</p> <p>Telephone: _____ FAX: _____</p> <p>Email: _____</p>

ATTACHMENT B: PROCUREMENT AND CONTRACTUAL AGREEMENTS SIGNATORY ACCEPTANCE

Statement of Acceptance

The terms and conditions contained in this Request for Proposals constitute a basis for this procurement. These terms and conditions, as well as others so labeled elsewhere in this document are mandatory for the resultant contract. The Health Information Technology PMO is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

Acceptance Statement

On behalf of _____

I, _____ agree to accept the Mandatory Terms and Conditions and all other terms and conditions as set forth in the Health Equity Data Analytic Services Request for Proposal.

Signature

Title

Date

