

PROCUREMENT NOTICE
State of Connecticut
Department of Social Services
Medicare Maximization
Request for Proposals (“RFP”)
MMX _RFP_04172025

The State of Connecticut Department of Social Services (“Department” or “DSS”), the State Medicaid Agency, is requesting proposals from qualified organizations with demonstrated capabilities in projects involving recovery of Medicaid payments due to unwarranted Medicare claims denials or underutilized Medicare coverage. The Department seeks proposals from qualified bidders to provide legal assistance for Medicaid dual eligible clients to assist them in recovering denied Medicare coverage to which they are entitled. The bidders must demonstrate a record of accomplishments in obtaining Medicare coverage through the Medicare appeals process. Specifically, the Department seeks such assistance for Medicaid dual eligible clients inappropriately denied Medicare coverage for Skilled Nursing Facility (“SNF”) services and Home Health (“HH”) services covered by both the Medicare and Medicaid Programs. The Department is also accepting the proposal of other revenue projects to increase cost savings related to Medicare Maximization (“MMX”).

The term of the work shall be three (3) years from 9/1/2025 through 8/31/2028 based on funding availability. There shall be two (2) one (1) year extension options which may be exercised at the sole discretion of the Department based on the availability of funding.

The RFP is available in electronic format on the following websites:

- CTsource Bid Board: <https://portal.ct.gov/DAS/CTSource/BidBoard>
- Department of Social Services’ website at: <http://www.ct.gov/dss/rfp>

The DSS is an Equal Opportunity/Affirmative Action Employer. Deaf and hearing-impaired persons may use a TTY by calling 1-800-671-0737. The DSS reserves the right to reject all proposals or cancel this procurement at any time if deemed in the best interest of the State of Connecticut (“State”).

Proposals must be received no later than June 5, 2025, at 2:00 PM Eastern Standard Time (EST).

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SECTION I – GENERAL INFORMATION

A. INTRODUCTION

1. **RFP Name. Medicare Maximization Request for Proposals (MMX RFP 04172025)**
2. **RFP Summary.** The Department is requesting proposals from qualified organizations to perform specific MMX Third Party Liability (“TPL”) functions. This RFP seeks an organization to ensure Connecticut (“CT”) Medicaid is the payor of last resort by performing Medicare appeal services for dual eligible clients that have been denied Medicare coverage for SNF and/or HH services.
3. **RFP Purpose.** The purpose of this RFP is to enhance and improve upon the Department’s TPL System. Under Federal regulation and Connecticut General Statute, DSS is mandated to be the payor of last resort if any legally liable third parties exist that must pay all or part of a Medicaid client’s services covered under the State Plan. This RFP seeks to ensure dual eligible clients receive their full Medicare benefits before CT Medicaid pays a claim.
4. **Commodity Codes.** The services that the Department wishes to procure through this RFP are as follows:
 - 80000000: Management and Business Professionals and Administrative Services
 - 84000000: Financial and Insurance Services
 - 85000000: Healthcare Services

B. ABBREVIATIONS / ACRONYMS / DEFINITIONS

ADA	The Americans with Disabilities Act of 1990
BFO	Best and Final Offer
C.G.S.	Connecticut General Statutes
CMS	Centers for Medicare & Medicaid Services
CT	Connecticut
DAS	Department of Administrative Services (CT)
DSS	Department of Social Services (CT)
FOIA	Freedom of Information Act (CT)
HIPAA	Health Insurance Portability and Accountability Act
MMIS	Medicaid Management Information System
MMX	Medicare Maximization
OPM	Office of Policy and Management (CT)
P.A.	Public Act (CT)
RFP	Request for Proposal
SEEC	State Elections Enforcement Commission (CT)
U.S.	United States

Connecticut Medical Assistance Program: The Title XIX Medicaid Program administered by the Connecticut state agency; the Department of Social Services.

Dual Eligible Client: A Connecticut Medicaid Client who is also entitled under law to receive Medicare benefits.

Home Care Financing Administration: The Federal agency that administers both the Medicare and Medicaid programs.

Home Health Care Services (“HH”): Medically necessary home health services provided by a licensed home health agency on a part time or intermittent bases in the recipient's home. Services enable the recipient to remain in their own home or to provide a less costly alternative to institutional care. The Department will pay for home health services only when the services are provided in the recipient's home and on the orders of the recipient's physician as part of a written plan of care that the physician reviews every sixty days.

Licensed Home Health Agencies: Defined in subsection (d) of section 19a-490 of the Connecticut General Statutes (CGS). Please refer to hyperlink [Health Care Institutions](#), for access to CGS 19a-490.

Medicaid: A state medical assistance program created under Title XIX of the Social Security Act.

Medicare: A federal health insurance program created under Title XVIII of the Social Security Act.

Medicare Carrier: A non-government organization or agency under contract with the Health Care Financing Administration to process Medicare Hospital Insurance and some of the Supplemental Medical Insurance claims.

Medicare Fiscal Intermediary: A non-government organization or agency under contract with the Health Care Financing Administration to process Medicare Hospital Insurance and some of the Supplemental Medical Insurance claims.

Meritorious Medicare Coverage: The coverage granted after initial determination, carrier review, reconsideration, carrier hearing, administrative law judge hearing, or appeals council.

Private Provider Organizations: As per the requirements of this RFP are defined as non-state entities that are either nonprofit or proprietary corporations or partnerships.

Proposal: All material prepared and assembled by a Respondent, and which the Respondent submits in response to this RFP.

Proposer: A private provider organization, CT State agency, or municipality that has submitted a proposal to the Agency in response to this RFP. This term may be used interchangeably with respondent throughout the RFP.

Prospective proposer: A private provider organization, CT State agency, or municipality that may submit a proposal to the Agency in response to this RFP but has not yet done so.

Skilled Nursing Facilities (“SNF”): as defined under [42 CFR § 483, Subpart B--Requirements for Long Term Care Facilities](#), embedded as a hyperlink, and the [Connecticut interChange MMIS Provider Manual, Chapter 7 - Nursing Facilities and ICF/MR, October 1, 2020](#); embedded as a hyperlink.

Subcontract: Any separate agreement or contract between the Contractor and an individual, other than an employee of the Contractor or entity (“Subcontractor”) to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

Subcontractor: An individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific health or human service as part of a POS contract with the Agency because of this RFP.

Subrogation: The Department's substitution right to its dual eligible clients' Medicare benefits including all Medicare appeal rights that a dual eligible client is entitled to under law.

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: Kimberly Brewer
Address: 55 Farmington Avenue, Hartford, CT 06105
E-Mail: DSS.Procurement@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 at: <http://www.ct.gov/dss/rfp>
- CTSource Bid Board at: <https://portal.ct.gov/DAS/CTSource/BidBoard>

It is strongly recommended that any respondent or prospective respondent interested in this procurement check the CTSource Bid Board for any solicitation changes. Interested respondents may receive additional e-mails from CTSource announcing addendums that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP

- 3. Registering with State Contracting Portal.** It is strongly recommended that Respondents register with the State of CT contracting portal at <https://portal.ct.gov/DAS/CTSource/Registration> if not already registered.

Respondents shall submit the following information pertaining to this application to this portal (on their supplier profile), which will be checked by the Department's official contact.

- Secretary of State recognition – Click on appropriate response
- Non-profit status, if applicable
- [Notification to Budders, Parts I-V](#)
- [Campaign Contribution Certification \(OPM Ethics Form 1\)](#)

- 4. Contract awards.** 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:

Number of Contracts: 1

The term of the contract shall be for three (3) years and is anticipated to begin on 9/1/2025 through 8/30/2029. There shall be two (2) one-year option extensions that may be exercised at the sole discretion of the Department.

5. Eligibility

The Department seeks proposals from organizations and proposed subcontractor(s), who have no less than five (5) years of demonstrated dual eligible TPL recovery processing.

6. Minimum Qualifications of Respondents:

The Department seeks proposals from organizations and proposed subcontractor(s), who have demonstrated experience in:

- a. Performing functions to ensure an organization/company is the payor of last resort if any other legally liable third parties exist that are obligated to pay all or part of the cost of a client's health care;
- b. Generating cost savings through the use of Medicare Maximization or similar projects; and
- c. Performing Medicare Maximization work or similar projects on behalf of health insurance companies, Medicare Advantage Plans, Medicare administrative contractors and the like there of.

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

7. **Procurement Schedule.** 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.

Milestones	Ending Dates
RFP Released	April 17, 2025
Deadline Questions Due 4:00 PM Eastern Standard Time	April 24, 2025
(*1) Responses to Questions	May 1, 2025
Proposals Due by 2:00 PM Eastern Standard Time	June 5, 2025
(*2) Start of Contract (Implementation)	September 1, 2025

8. **Inquiry Procedures.** All questions regarding this RFP or the Department's procurement process must be directed, in writing, to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline will be answered. However, the Department will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFP, or the procurement process, will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. The Department may combine similar questions and give only one answer. All questions and answers will be compiled into a written 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 noted as such. The agency will release the answers to questions on the date established in the Procurement Schedule. The Department will publish all amendments and addenda to this RFP on the State Contracting Portal and on the Department's RFP Web Page. **Proposals must include a signed Addendum Acknowledgement, which will be placed at the end of all addenda to this RFP.**

9. Proposal Due-Date and Time.

*1 This is target date only

*2 Id.

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

- **Due Date:** June 5, 2025
- **Time:** 2:00 PM EST

The submission of the electronic copy of the proposal must be emailed to the Official Department Contact for this RFP to DSS.Procurement@ct.gov.

The subject line of the email must read: **MMXRFP 04172025**

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

THIS IS AN ELECTRONIC SUBMISSION. Please be aware of the amount of time it may take for an electronic submission to be sent from one server and accepted by another server. Each file sent to the Official Contact, shall not be larger than 35 MB per e-mail.

An acceptable submission must include the following:

One (1) conforming electronic copy of the original proposal. The proposal must be complete, properly formatted and outlined, and ready for evaluation by the Evaluation Committee. Unsigned proposals will not be evaluated.

The electronic copies of the proposal shall be compatible with Microsoft Office Word except for the Budget and Budget Justification, which may be compatible with Microsoft Office Excel. Only the required Forms identified in the RFP may be submitted in Portable Document Format (PDF) or similar file format.

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

11. 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 of its submission, the Respondent must indicate the documents or pages where the information labeled EXEMPT is in the proposal.

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 to 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 Section 1 210(b)(5)(A) and show how all the factors are met. Notwithstanding this requirement, DSS shall ultimately decide whether such information or documents are exempt from disclosure under the FOIA.

12. Conflict of Interest - Disclosure Statement. Respondents must 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 their personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the respondent over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a respondent must affirm such in the disclosure statement: “[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.”

D. PROPOSAL FORMAT

1. **Required Outline.** All proposals must follow the required outline presented in Section IV. Proposal Outline. Proposals that fail to follow the required outline will be deemed, at the discretion of the Department, non-responsive and not evaluated.
2. **Cover Sheet.** The Cover Sheet is Page 1 of the proposal. Respondents must complete and use the [Cover Sheet](#) form, which is embedded in this section as a hyperlink.
3. **Table of Contents.** All proposals must include a Table of Contents that conforms to the required proposal outline. (See Section IV.)
4. **Executive Summary.** Proposals must include a high-level summary not exceeding two pages of the main proposal and cost proposal. The executive summary must provide a summarization of the services being offered to meet the Department’s needs, the Respondent’s approach to providing these services, and why this approach is in the best interest of the Department. The summary must also include the organization’s eligibility and qualifications to respond to this RFP.
5. **Attachments.** Attachments other than the required Appendices or Forms identified in Section IV are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.
6. **Style Requirements. THIS IS AN ELECTRONIC SUBMISSION.** Submitted proposals **must** conform to the following specifications:

Paper Size:	Generally, 8½” x 11” in “portrait” orientation. Optionally key graphics, diagrams and flow charts can use 11” x 17” in “landscape” orientation.
Page Limit:	Based on Section IV. Proposal Outline
Print Style:	1 sided.
Font Size:	Minimum of 11-point.
Font Type:	Arial or Tahoma.
Margins	The binding of all edge margin (top, bottom, right, and left) of all pages shall be a minimum of one inch (1”).
Line Spacing:	Single-spaced

7. **Pagination.** The respondent’s name must be displayed in the header of each page. All pages, from the Cover Sheet through the required Appendices and Forms, must be numbered consecutively in the footer.

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 with 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). Final funding allocation decisions will be determined during contract negotiation.

- 2. Evaluation Committee.** The Department will designate an Evaluation Committee to evaluate proposals submitted in response to this RFP. The Evaluation Committee will be composed of individuals, Department staff or other designees as deemed appropriate. The contents of all submitted proposals, including any confidential information, will be shared with the Evaluation Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. The Evaluation Committee shall evaluate all proposals that meet the Minimum Submission Requirements by score and rank ordered and make a recommendation for an award. The Commissioner of DSS, will make the final selection. Attempts by any Respondent (or representative of any Respondent) to contact or influence any member of the Evaluation Committee may result in disqualification of the Respondent.
- 3. Minimum Submission Requirements.** All proposals must comply with the requirements specified in this RFP. To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) follow the required Proposal Outline; and (4) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Department will reject any proposal that deviates 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 proposals. The weights of all requirements are confidential. Only the criteria listed below will be used to evaluate proposals:
- Organizational Capacity
 - The Appeals Process and Federal Statute, Litigation and Directives
 - The Cost Shift from Medicare to Medicaid
 - Proposed Methods and Processes for Medicare Maximization
 - Activities and Communications Coordination Plan
 - Use of Technology and Reporting
 - Methods and Processes
 - Training for Skilled Nursing Facilities, Home Health Agencies, and Other Services.
 - Subcontractors (if applicable)
 - Cost Proposal
- 5. Respondent Selection.** Upon completing its evaluation of proposals, the Review Committee will submit the rankings of all proposals to the Commissioner or Agency Head. The final selection of a successful proposer is at the discretion of the Commissioner or Agency Head. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with the Agency. Such negotiations may, but will not automatically, result in a contract. Any resulting contract will be posted on the State Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the Agency's discretion, about the outcome of the evaluation and proposer selection process. The Agency reserves the right to decline to award contracts for activities in which the Commissioner or Agency Head considers there are not adequate respondents.
- 6. Debriefing.** Within ten (10) days of receiving notification from the Agency, unsuccessful proposers may contact the Official Contact and request information about the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the ten (10) days. If unsuccessful proposers still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Agency to discuss the evaluation process and their proposals. If held, the debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The Agency may schedule and hold the debriefing meeting within fifteen (15) days

of the request. The Agency will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.

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

SECTION II – MANDATORY PROVISIONS

A. POS STANDARD CONTRACT, PARTS I AND II

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

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

Part II of the standard contract is maintained by OPM and includes the mandatory terms and conditions of the POS contract. Part II is available on OPM's website at: [OPM POS Part II](#).

Note:

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

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

B. ASSURANCES

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

- 1. Collusion.** The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
- 2. State Officials and Employees.** The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Agency may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the proposer, contractor, or its agents or employees.

3. **Competitors.** The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.
4. **Validity of Proposal.** The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Agency may include the proposal, by reference or otherwise, into any contract with the successful proposer.
5. **Press Releases.** The proposer agrees to obtain prior written consent and approval of the Agency for press releases that relate in any manner to this RFP or any resultant contract.

C. TERMS AND CONDITIONS

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

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

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

D. RIGHTS RESERVED TO THE STATE

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

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

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

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

E. STATUTORY AND REGULATORY COMPLIANCE

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

1. **Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.
2. **Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.
3. **Consulting Agreements, C.G.S. § 4a-81. Consulting Agreements Representation, C.G.S. § 4a-81.** Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department,

institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

4. **Campaign Contribution Restriction, C.G.S. § 9-612.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the resulting contract must represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." Such notice is available at https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf
5. **Iran Energy Investment Certification C.G.S. § 4-252(a).** Pursuant to C.G.S. § 4-252(a), the successful contracting party shall certify the following: (a) that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. (b) If the resulting Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the resulting contract.
6. **Large State Contract Representation for Contractor (if applicable).** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order 21-2, the resulting Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
 - (a) That no gifts were made by:
 - (1) the Contractor;
 - (2) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts;
 - (3) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts; to:
 - i. any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts; or
 - ii. any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

- (b) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
 - (c) That the Contractor submitted bids or proposals without fraud or collusion with any person.
- 7. Nondiscrimination Certification, C.G.S. § 4a-60 and 4a-60a.** Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the resulting Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) signing this nondiscrimination affirmation on the following line: _____.
- 8. Access to Data for State Auditors.** The Contractor shall provide to OPM access to any data, as defined in C.G.S. § 4e-1, concerning the resulting contract that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.
- 9. State Business-Related Call Center and Customer Service Work (if applicable).** Pursuant to subsection (h) of section 31-57aa of the Connecticut General Statutes, the resulting Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.
- 10. Consumer Data Privacy and Online Monitoring.** Pursuant to section 4e-72a of the Connecticut General Statutes, the resulting Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

SECTION III – SCOPE OF WORK

A. Department Overview

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 1.3 million residents of all ages in all 169 Connecticut cities and towns. DSS supports 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.

DSS supported the health of over 1,000,000 residents through HUSKY Health (Medicaid & Children's Health Insurance Program) in 2021, including medical, dental, behavioral health, prescription medications, long-term services. Additionally, DSS helps over 400,000 residents afford food and supports Connecticut's economy with federally funded Supplemental Nutritional Assistance Program (SNAP).

The Department is headed by the Commissioner of Social Services and three (3) Deputy Commissioners.

Vision

We envision a Connecticut where all are healthy, secure, and thriving.

Mission

To make a positive impact on the health and well-being of Connecticut's individuals, families, and communities.

Values

- Pride in Public Service
- Excellence and Integrity
- Compassion and Empathy
- Equity and Inclusion
- Racial Justice
- Collaboration and Communication Learning and Innovation

B. Program Overview

The Office of Quality Assurance ("QA") is responsible for ensuring the integrity of all administrative functions within the Department as well as ensuring the fiscal and programmatic integrity of all programs administered by the Department. The mission of the TPL Unit is to maximize the resources available to families and individuals that need assistance by utilizing client TPL resources instead of the Connecticut Medical Assistance Program ("CMAP") to pay health care

costs, thereby assuring quality, accuracy, efficiency, and effectiveness in the delivery of the Department's programs. The TPL System achieves Medicaid Program savings through MMX.

The Department seeks to support dual eligible clients, Medicaid clients also eligible for Medicare, in receiving all Medicare benefits to which they are legally entitled. Further, the Department recognizes the direct relationship between a dual eligible client who is not utilizing eligible Medicare benefits, and a cost shift to the Connecticut Medical Assistance Program for the needed services. This concern and recognition are rooted not only in fiscal considerations, but also in the social and personal impact which the need for costly medical care can have on individuals, particularly the dual eligible population.

C. Scope Of Work

Under Federal regulation and Connecticut General Statute, DSS is mandated to be the payor of last resort if any legally liable third parties exist that must pay all or part of a Medicaid client's services covered under the State Plan.

Medicare, as defined under Title XVIII of the Social Security Act, meets the definition of a client legally liable third party. As a result of the lawsuit won by the Department, DIM v. Shalala, the Medicare rights of dual eligible clients are subrogated to the State Agency. Subrogation in this instance means that the state agency may act in place of dual eligible clients to exercise Medicare due process rights. The Department is seeking a contractor to exercise these subrogation rights and perform Medicare appeal services for dual eligible clients that have been denied Medicare coverage for SNF and/or HH services.

The resulting contractor shall utilize all available Medicare appeal procedures provided in 42 CFR § 405 Subpart G and Subpart H or other legal processes to obtain Medicare coverage for Connecticut dual eligible clients for SNF and HH services. Through this RFP, one MMX respondent shall be selected to assist the Department with the identification and recovery of certain Medicaid paid services made by the Department, or its agent(s), to various providers for medical services provided to dual eligible clients, which upon Medicare review, are likely to receive Medicare coverage.

The Department currently contracts with a vendor to perform data matches to identify unknown client commercial insurance and Medicare third party liability to avoid costs and pursue post payment recovery on Medicaid claims. This RFP does not attempt to procure these types of data matches for third party liability recovery.

SECTION IV - REQUIRED PROPOSAL SUBMISSION OUTLINE & REQUIREMENTS

A. Cover Sheet

See RFP Section I.D.2 for information.

B. Table of Contents

See RFP Section I.D.3 for information.

C. Claim of Exemption from Disclosure

See RFP Section I.C.11 for information.

D. Conflict of Interest - Disclosure Statement

See RFP Section I.C.12 for information.

E. Executive Summary

See RFP Section I.D.4 for information.

F. Terms and Conditions Declaration

The respondent must state that they can comply and are willing to enter into an agreement under the Terms and Conditions referenced by this RFP.

Any proposed changes to the Terms and Conditions must be specific and described here for them to be considered during contract negotiations. The State will not accept broad or open-ended statements. It should be noted that if the State determines the proposed changes to be material, it can deem a proposal to be non-compliant and therefore not evaluate it further.

G. Minimum Qualifications of Respondents

The purpose of this subsection is to validate that the respondent meets the minimum criteria for a respondent as per Section I. C. 6. The respondent should list each requirement from Section I. C. 6 and attest their compliance, or otherwise, and then provide the Department with a way to verify the information, e.g., list projects with references, link to published records to confirm experience.

H. Forms

- **Attachments/Exhibits**
- **Addendum Acknowledgement(s) (if applicable)**
An addendum acknowledgement form is included with each posted addendum.
- **Statement of Certification and Assurance (see hyperlink [Certification and Assurance](#))**

I. Main Proposal Submission Requirements to Submit A Responsive Proposal

Numbering of Responses. The Respondent must answer all questions and must include all items requested in the order requested for the Proposal to be considered responsive. Please number each response so that it corresponds to the question number. The response must begin with a restatement of the question followed by the Respondent's response. A reference to another section will not suffice, instead, each answer must stand alone.

Attachments. Attachments must be labeled and tabbed and the question number to which it responds must be indicated.

1. Organizational Capacity

a. Qualifications.

- i. The Department is requesting proposals from qualified organizations and proposed subcontractor(s) with no less than five (5) years' experience performing dual eligible TPL recovery processing. A detailed proposal shall include experience with MMX and Medicare appeals encompassing the following:
 - (1) Performing functions to ensure an organization/company is the payor of last resort if any other legally liable third parties exist that are obligated to pay all or part of the cost of a client's health care;
 - (2) Generating cost savings through the use of Medicare Maximization or similar projects;
 - (3) Performing Medicare Maximization work on behalf of health insurance companies, Medicare Advantage Plans, Medicare administrative contractors, and the like there of;
 - (4) Previous experience including methods and processes for seeking Medicare coverage;
 - (5) A description of the organization's overall qualifications to carry out a project of this nature and scope;
 - (6) Identification of any other state agency(ies) in any other state in which similar work is, or has been, performed, including:
 - (A) The project for identified agencies, description of the work performed, time period of the project, contract cost, the schedule and actual completion date, and the computer hardware and programming languages utilized;
 - (B) A proposal outlining how the same or similar methods and processes used in another state (if any) shall be adjusted to operate in Connecticut; and
 - (7) Description of MMIS system requirements and the State Medicaid Policy and operational procedures that support the proposal approach.

b. Corporate Project Unit.

- i. The Respondent shall provide an organizational chart detailing how the proposed project structure fits within the organization and shall manage and operate the proposed project.
- ii. A responsive proposal, shall include in the proposed project the following Key Positions:

- (1) Program Director – Responsible for overall operation and success of the MMX Program.
- (2) Program Manager – Responsible for day-to-day management of the MMX Program.
- (3) Attorney(s) – Experienced and knowledgeable in regulations and policies of the federal Medicare and Medicaid programs, and the Medicare Administrative Appeals Process.
- (4) Business Professionals- To provide, at a minimum, the following services:
 - (A) Information Technology Services – Expertise in Medicare and Medicaid claims processing, data collection, and analysis.
 - (B) Clinical Health Care Professional Services – Expertise in review of medical records to determine Medicare coverage.
 - (C) Business Analyst Services – Expertise in the understanding of Medicare policy, rules, regulations, billing, and claim submission procedure process.

iii. Describe the contract-related experience, credentials, education, and training, for each of the required key positions. Descriptions shall include:

- (1) Experience working in this type of activity.
- (2) Education, experience, and training to perform assigned duties relevant to the requirements of the MMX RFP.
- (3) Percentage of time each key personnel shall dedicate to this project.

c. Respondent References.

The Respondent shall supply four (4) customer references commenting on the organization's capacity to successfully perform the proposed work.

2. The Appeals Process and Federal Statute, Litigation and Directives.

- a. A responsive proposal shall demonstrate:
 - i. A strong understanding of the Medicare Administrative Appeals Process;
 - ii. An understanding of the impact of applicable Federal Statute and directives on the ability of Connecticut dual eligible clients to obtain Medicare coverage; and
 - iii. An understanding of litigation that could limit a beneficiary from obtaining Medicare coverage.

3. The Cost Shift from Medicare to Medicaid.

- a. A responsive proposal shall demonstrate:
 - i. An understanding of the cost shift from Medicare to the Connecticut Medical Assistance Programs and

- ii. Methods and processes to address the cost shift.

4. Proposed Methods and Processes for Medicare Maximization.

- a. A responsive proposal must describe methods and processes to file a Medicare appeal to maximize a dual eligible client's Medicare SNF Care and Home Health Services as defined under Medicare regulations at 42 CFR Section 409.
 - 1. Skilled Nursing Facility Care
 - 2. Home Health Services
- b. A responsive proposal may include new/other revenue projects under this procurement to increase cost-savings related to Medicare Maximization under Medicare regulations 42 CFR Section 409 through 414 (projects other than SNF and HH). Descriptions must include why the services have been chosen.
- c. A responsive proposal shall include a narrative and detailed flow chart describing methods and processes to identify, select, and file a Medicare appeal for a dual eligible client. The flow chart shall include operational procedures, roles, and responsibilities affecting all stakeholders.
- d. A responsive proposal shall include the resultant contractor's methods and processes to identify which Medicaid paid services for dual eligible clients are likely to receive Medicare coverage, upon appeal.
- e. A responsive proposal shall describe a high-quality recovery methodology that shall identify and target, on a statewide basis, the highest number of dual eligible client services from the largest amount of providers that are most likely to receive Medicare coverage.
- f. A responsive proposal shall define the number of cases that the resultant contractor shall select for appeal on a monthly, quarterly, and annual basis. The proposal shall explain the analysis the bidder used to arrive at the number of cases selected. The number of cases should be defined for each proposed service to be reviewed (SNF, HH and any other proposed projects).
- g. A responsive proposal shall include how Medicare Advantage Plans will be addressed during the MMX models and if there will be a difference based on services provided (SNF, HH and any other proposed projects).
 - i. Describe any differences between maximizing Medicare Advantage Plans and traditional Medicare.
 - ii. Describe some of the issues and concerns with maximizing Medicare Advantage Plans versus traditional Medicare.
- h. A responsive proposal shall include the bidder's success in utilizing the Medicare Administrative Appeals Process and obtaining coverage at the different levels of appeal: Initial Determination; Redetermination; Reconsideration; Administrative Law Judge Hearing; and Department Board Medicare Appeals Council.
 - i. Include the conditions under the proposed MMX model in which a Provider could be determined financially liable for the Medicaid services under Medicare appeal.

5. Activities and Communications Coordination Plan.

- a. A responsive proposal shall describe how case status, including progress and rate of return, shall be tracked and communicated with the Department and other parties involved.
- b. The Department's Convalescent Payment Unit coordinates DSS Medicare and Medicaid benefits for SNF services. The Convalescent Payment Unit requires that these facilities demonstrate that Medicare benefits have been sought and denied before the Department will issue a Medicaid payment for the cost of a clients' SNF care. Proposals shall include a plan of coordination with the Convalescent Payments Unit to communicate denials and redeterminations.
- c. A responsive proposal shall include the claim information to be requested from the Department for case selection and tracking purposes.
- d. A responsive proposal shall include a plan for communication regarding pursuit of Medicare coverage, including initial determination, reconsideration, continuing review, administrative law judge hearing, or appeals council decision. Parties to the communication plan may include, but are not limited to, the client's physician, the Providers, the Medicare Fiscal Intermediary, and Medicare Health Maintenance Organization.
- e. A responsive proposal shall describe the resultant contractor's role on behalf of, or as a subrogee to the client's Medicare rights. This role may include, but is not limited to, working with the client's physician, the Provider, the Medicare Fiscal Intermediary, and Medicare Health Maintenance Organization.
- f. A responsive proposal shall describe experience working with the Centers for Medicare and Medicaid Services ("CMS"), the Medicare Administrative Contractors, and Medicare Advantage Plans, to work through any problems that develop during MMX or similar projects.

6. Use of Technology and Reporting.

- a. A responsive proposal shall include:
 - i. Descriptions of the hardware and software that shall be used to support the project.
 - ii. How the use of technology and electronic data sources shall be used to streamline the tracking and processing of the reviewed claims within the project.
 - iii. How MMX functions shall be improved and made more efficient through the use of automation and technology.
 - iv. The use of automated, electronic, and efficient processes for the purpose of limiting administrative burden and unnecessary work for all stakeholders.
 - v. Descriptions of proposed reporting methodology that shall allow the Department to recover Medicare covered and Medicaid paid services from health care providers.

7. Methods and Processes.

- a. A responsive proposal shall describe methods and processes to:
 - i. Obtain an optimum recovery of Medicaid paid services;
 - ii. Obtain a timely recovery of Medicaid paid services pursuant to 42 CFR § 433 subpart D – Third Party Liability;

- iii. Improve coordination of Medicare and Medicaid benefits for dual eligible clients;
- iv. Improve provider billing practices; and
- v. Reduce the provider administrative burden in the Medicare appeal process.

8. Training for Skilled Nursing Facilities, Home Health Agencies, and Other Services.

Proposals shall include a training program for providers with the goal of educating the respective provider communities in maximizing a dual eligible client's Medicare coverage prior to seeking reimbursement from the CT Medical Assistance Programs.

9. Subcontractor(s).

- a. Respondents will not be penalized for declining to not utilize Subcontractor(s). If a subcontractor(s) shall be used to provide any of the services outlined in the proposal, each subcontractor must be identified and any information that is requested about the Respondent must also be provided about each subcontractor where indicated throughout the RFP. All subcontractors are subject to the Department's prior approval.
 - i. If applicable, proposals shall include the following information about each proposed subcontractor.
 - (1) Legal Name, Address, Federal Employer Identification Number (FEIN);
 - (2) Contact Person Name, Title, Telephone Number, Fax Number, E-mail Address;
 - (3) Services to be provided;
 - (4) Subcontract Agreement Term;
 - (5) A sample subcontract shall be included in an appropriately tabbed "Appendices" section of the proposal; and
 - (6) A Letter of Intent, a written statement expressing the intention of the undersigned to enter into a formal agreement, especially a business arrangement or transaction, from each subcontractor indicating intent to perform the services to be provided throughout the entire contract period. The Letter of Intent shall be included in an appropriately tabbed "Appendices" section of the proposal.

10. Financial Requirements. (No page limitations)

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"). The copies shall include all applicable financial statements, auditor's reports, management letters, and any corresponding reissued components. The Department reserves the right to reject the proposal of any Respondent that is not financially viable based on the Department's assessment of the Respondent's annual financial statements.

b. Financial Policies and Procedures

Include Respondent's financial policies and procedures. All State agencies entering contracts, grants, or other agreements with organizations that receive funding from the State of Connecticut must implement the provisions of cost standards. More information about the cost standards is available on OPM's web site at [Cost Standards](#), provided herein as a hyperlink. The Respondent's Cost Allocation Plan, as specified in the Cost Standards, should be included in the Financial Policies and Procedures.

c. Financial Capacity

Describe the Respondent's financial capacity to properly isolate contract-related income and expenditures. Discuss the internal controls used to ensure that a thorough record of expenditure can be provided for purposes of an audit.

d. Cost Proposal

- i. The Respondent must complete and include the [Medicare Maximization RFP Budget Template](#). To complete the Medicare Maximization RFP Budget Template, the Respondent must refer to the [Medicare Maximization RFP Budget Template](#) embedded hereto as a hyperlink, and to the requirements' submission below.

The Respondent must provide a per case and/or percentage of recoveries for the following:

- (1) Skilled Nursing Facility MMX work;
- (2) Home Health MMX work; and
- (3) Any other proposed cost-saving project.

The cost should be all inclusive of the Respondent's proposal responses in RFP. Additionally, the Respondent must complete the budget narrative, which is a required submission for this procurement.