

**STATE OF CONNECTICUT  
Department of Social Services  
CT Head Start State Collaboration Office  
Request for Applications**

The Department of Social Services, CT Head Start State Collaboration Office (CT HSSCO) is requesting applications from Head Start and Early Head Start grantees in the State of Connecticut that could, if funding were made available, establish or expand access to comprehensive early care and education services to children without homes.

Completed applications must be received at the Department no later than **3:00 P.M. Local Time on Friday, May 18, 2007**. Applications received after that date and time might be accepted by the Department as a clerical function but will not be opened and evaluated. **ALL APPLICATIONS MUST BE IN SEALED ENVELOPES CLEARLY MARKED "Head Start State Collaboration RFA"**.

To download the Request for Applications, access the State's Procurement/Contracting Portal at the State of Connecticut Department of Administrative Procurement Services Home Page at [www.das.state.ct.us/busopp.asp](http://www.das.state.ct.us/busopp.asp) or contact:

Charles Anderson  
State of Connecticut  
Department of Social Services  
25 Sigourney Street  
Hartford, CT 06106  
(860) 424-5820 (phone)  
(860) 424-4953 (fax)  
charles.anderson@ct.gov (e-mail)

The Department is an Affirmative Action/Equal Opportunity Employer. Deaf and Hearing Impaired Individuals may use a TDY by calling 1-800-842-4524. Questions or requests for information in alternative formats must be directed to the DSS Contract Administration Office at (860) 424-5693.

The Department reserves the right to reject any and all applications or cancel this Request for Applications at any time if it is deemed in the best interest of the State.

## **Part I - OVERVIEW OF THE DEPARTMENT OF SOCIAL SERVICES AND PROJECT**

### **Section 1 Department Overview**

The Department of Social Services (the “Department” or “DSS”) is a state agency that provides a broad range of programs and services to low-income, elderly and disabled families and individuals who need assistance in maintaining or achieving their full potential for self-direction, self-reliance and independent living. It administers over 90 legislatively authorized programs and one-third of the state budget. By statute, the Department is the state agency responsible for administering a number of programs that are governed by both federal and state legislation. The programs administered by the Department include Food Stamps, Temporary Assistance to Needy Families, Medicaid and State-Administered General Assistance (“SAGA”).

The agency is led by a Commissioner, and there are two Deputy Commissioners, one for Programs and one for Administration. There are three regional administrators responsible for each of the three DSS service regions.

Three entities are attached to the Department for administrative purposes only. They are the Commission on Deaf and Hearing Impaired, the Board of Education Services for the Blind, and the Child Day Care Council.

### **Section 2 Statement of Purpose**

The purpose of this Request for Applications is to obtain applications from Head Start and Early Head Start grantees in the State of Connecticut that would utilize one-time funding from the Department to assist them in expanding access to comprehensive early care and education services to young children experiencing homelessness in their community.

### **Section 3 Project Background**

Head Start has served as the nation’s early childhood laboratory for over forty years. Focusing its efforts on children and families with low incomes, Head Start has served a critical role in providing comprehensive early childhood services and family supports to some of our nation’s most needy and at risk populations. In the early 1990’s when the number of families living in transient circumstances was rising, the Head Start Bureau began to encourage Head Start grantees to increase their support to homeless families and initiated a demonstration project to examine which models of Head Start services would be most effective in helping families maintain stable comprehensive child development services for their children despite their homelessness. Through the demonstration project Head Start grantees were able to identify barriers to accessing child development services and supports and remove those barriers so that children living in transient circumstances could find stability and support through consistent early care and education designed to address their specific needs. (See ACF-IM-1992-11) Additionally, in the 1994 reauthorization of the Head Start Act, homelessness was added as the eighth priority area for Head Start State Collaboration Offices (HSSCO). HSSCOs were instructed to support grantees at the local level and to work at the state level to create collaborations that result in better outcomes for young children without homes.

#### **Section 4 Available Funding**

The CT HSSCO has been granted \$45,000.00 from the Department of Health and Human Services, Office of Head Start, as part of its annual federal allocation, to enhance the availability of comprehensive early childhood services to young children experiencing homelessness through activities that promote local partnerships and collaboration with Head Start and Early Head Start programs. It is anticipated that up to nine contracts of up to \$5,000 each will be awarded by the Department to individual Head Start and Early Head Start grantees that demonstrate through their response to this RFA the ability to enhance their capacity to serve young children who are homeless through local partnerships. Agencies that serve as both Early Head Start and Head Start grantees are eligible to submit one application only, and that application must address the needs of children served by **both** Early Head Start and Head Start grantees, i.e., children ages birth to five.

The actual dollar value and number of resultant contracts awarded will be determined by the Department through an evaluation of the applicants' proposed use of the requested funds including the applicants' justification for the use of the requested funds and a narrative that describes how the proposed utilization of the funds would support the Proposed Use of Funding as set forth in Part I Section 2 of this RFA. Those Head Start and Early Head Start grantees that received Early Head Start or Head Start allocations through a prior procurement award must clearly describe how the expansion activities proposed in response to this RFA build on previous early care and education objectives.

## **Part II - CONTENTS OF A RESPONSIVE APPLICATION**

### **Section 1 - THE ORGANIZATION AND PROJECT MANAGEMENT**

**A. The Organization:** To be considered responsive an application must include:

1. The identification and location of the applicant organization (name; address; FEIN number; contact person and contact information including phone, fax and e-mail address);
2. A statement that the applicant is a federally recognized Early Head Start and/or Head Start grantee. The statement must include the applicant's current federal grant number;
3. The identification and location of the collaborating or partnering organization(s) (name, address, FEIN number, contact person and contact information including phone, fax and e-mail address, and assurance that the collaborating or partnering organization(s) is a federally recognized Early Head Start or Head Start grantee); and
4. A description of the applicant's present resources and services that will be enhanced and a description of the existing limits or barriers to service that will be addressed if these funds are received.

**B. Project Management:** To be considered responsive an application must include:

1. A clear description of the roles and responsibilities of the staff of the applicant organization and the collaborating partner agency (s) that will implement the project if the funds are awarded;
2. A designation of the applicant's staff identified in B1 above who are considered by the applicant to be "key personnel". For purposes of this RFA "key personnel" are those of the applicant's staff that the applicant considers necessary in order to achieve the project's objectives;
3. The identification of the position(s) within the applicant's organization that would have day-to-day responsibility for project leadership and the key tasks associated with implementation of the project's activities and identification of the individual who will act as the point of contact for project activities; and
4. A detailed description of the approach that will be used to track progress on implementation of the project's tasks and objectives.

### **Section 2 – PROPOSED USE OF FUNDING**

A responsive application must propose a plan that demonstrates how the one-time funding, if awarded, would be used by the applicant organization and describe how the use of the awarded funds is expected to increase access and improve the delivery of comprehensive child development services to young children who are homeless.

**A. Executive Summary:** To be considered responsive an application must include an Executive Summary, limited to one (1) page in length, that:

Clearly and concisely sets forth the organization's goals and objectives for participating in this RFA process; the amount of funds being requested up to \$5,000; the proposed use of the funds and how the proposed use of the funds is expected to increase access and improve the delivery of comprehensive child development services to young children who are homeless ; and

Identifies at least one agency or entity partnering or collaborating with the applicant organization. This partnering or collaborating agency or entity cannot be a sub-unit of the applicant's own organization.

**B. Work Plan for the Enhancement of Services:** To be considered responsive an application must include a clear and descriptive work plan that:

1. Explains how the applicant organization will use the awarded funds and describes how the proposed activities shall enhance current child development services to address the needs of young children who are homeless;
2. Provides detailed cost information with a corresponding justification for the purchase or expenditure associated with the use of the awarded funds;
3. Explains how the proposed activities will increase access to comprehensive child development services for young children who are homeless;
4. Explains how the applicant organization plans to continue any new activities proposed as part of their work plan and what type of additional resources may be needed to continue efforts in the future;
5. Includes a letter from the collaborating or partnering entity(s), which states their intention to work with the applicant organization and a description of their role in this project; and
6. Clearly describes how the proposed activities build on successes or address barriers to achieving success experienced as a result of receiving funds through a prior procurement for similar goals.

**C. Evaluation Process:** To be considered responsive an application must include:

1. A clear description of the approach and method(s) that the applicant organization will utilize to evaluate the applicant organization's progress towards achieving the proposed goals and objectives for increasing service access for children who are homeless;
2. Identification of any data that the applicant organization will collect to conduct the evaluation. Each applicant must include a goal for the number of sheltered children expected to be enrolled into Head Start or Early Head Start as a direct result of the applicant's proposed project activities; and
3. The timeline(s) for the implementation and completion of the evaluation process.

**D. Financial Information:** To be considered responsive an application must:

1. Identify the amount of funds the applicant organization is applying for, up to \$5,000.00; and

2. Include a proposed line-item budget following the federal form 424A format (including a budget narrative), for the utilization of the requested funds prior to January 31, 2008.

**NOTE WELL:** The budget must allocate the requested funds to purchases, administrative and service functions, and administrative costs by line item.

**E. Other Required Forms:** To be considered responsive an application:

1. Must include an executed Statement of Acceptance in Appendix II of this RFA – refer to Part III Section 1 and Part III Section 1 A of this RFA for information pertaining to this requirement;
2. May include the submission of alternate language – refer to Part III Section 1 and Part III Section 1 B of this RFA for information;
3. Must include an executed Certification of Lobbying Restrictions - Appendix III - The Applicant must include a signed statement to the effect that no funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement; and
4. Must include a completed Workforce Analysis – Appendix IV.

## **Part III - THE CONTRACT AND PAYMENT TERMS**

### **Section 1 – THE CONTRACT**

The selected applicants from this process will enter into a Personal Service Agreement (PSA) with the Department. The Mandatory Terms and Conditions for all PSA contracts are set forth in Appendix I to this RFA. Any contract developed as a result of this RFA will be subject to State contracting procedures, which may include approval by the Connecticut State Attorney General's Office. Please note that a contract resulting from this application process is executory and that no financial commitments can be made until and unless the Office of the Attorney General approves the contract. **The term of the resulting contract will be for seven months beginning no sooner than July 1, 2007.**

#### **A. Statement of Acceptance**

A responsive application must include an executed Statement of Acceptance, in Appendix II of this RFA. The Statement of Acceptance states that the applicant organization accepts, without qualification, all of the mandatory terms and conditions as stated within this RFA including, but not limited to the terms and conditions set forth in Appendix 1 to this RFA. Any application that fails to comply in any way with this requirement may be disqualified as non-responsive.

#### **B. Alternate Language**

After having accepted without qualification the mandatory terms and conditions as specified within this RFA through the execution and inclusion of the Statement of Acceptance, an applicant may suggest alternate language to the terms and conditions set forth in Appendix I. The Department may, at its sole discretion, elect to incorporate the alternate language in any resulting contract. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

### **Section 2 – PAYMENT TERMS**

The contract between the successful applicant(s) and the Department will include payment provisions wherein the resultant contractor(s) will be awarded sixty percent (60%) upon commencement of the contract and forty percent (40%) upon submission and approval of the final report that must include a summary of evaluation results and expense justification prior to January 31, 2008. The total amount of funding available through this RFA process is \$45,000.00. Payment will be made to successful applicants in accordance with contractual provisions that correspond to the proposed utilization of the funds.

Budgetary information included in the bidder's response to this RFP must comply with the state-wide cost standards published by the State of Connecticut Office of Policy and Management. The cost standards are available on-line at:[http://opm.state.ct.us/finance/pos\\_standards/coststandards.htm](http://opm.state.ct.us/finance/pos_standards/coststandards.htm).

## **PART IV - OVERVIEW OF THE PROCUREMENT PROCESS**

### **A. Issuing Office and Contract Administration**

The Connecticut Department of Social Services is issuing this Request for Applications (RFA), through its Office of Contract Administration. This office is the only contact in the State of Connecticut (State) for this competitive bidding process. All questions must be addressed to the Contract Administrator in writing by, fax, or e-mail. The address of the issuing office is as follows:

Charles Anderson, Contract Administrator  
Department of Social Services  
25 Sigourney Street Hartford, CT 06106  
Phone: (860) 424-5820 - Fax: (860) 424-4953  
e-mail: charles.anderson@ct.gov

### **B. Application Schedule**

Milestones	Ending Dates
RFA Released	April 11, 2007
Letter of Intent	April 25, 2007
Applicant Questions Due	April 25, 2007
Department's Responses to Questions (tentative)	May 3, 2007
Applications Due by 3:00 PM Local Time	May 18, 2007
Successful Applicant Announced (tentative)	June 15, 2007

### **C. Letter of Intent**

Interested applicants **are required** to submit a letter of intent **by 3:00 PM Local Time on Wednesday, April 25, 2007** to the Issuing Office to advise the Department of their intention to present a response to this RFA. The Letter of Intent should state the amount of the funds requested by the applicant in their RFA response. **NOTE WELL:** Funds are initially limited to \$5,000 per applicant. The Letter of Intent may be faxed or e-mailed to the Issuing Office to meet this deadline.

### **D. Applicant Questions**

The Department will accept written questions submitted **by 3:00 PM Local Time on Wednesday, April 25, 2007**. Written questions may be sent via e-mail or facsimile to meet this deadline. The Department will only respond to those questions submitted in writing by the stated deadline. Submit questions to the Issuing Office. The Department's official responses to all questions will be posted as an official amendment to the RFA that will be posted with the RFA on the State's Procurement/Contracting Portal on or about **May 3, 2007**. It is the Applicant's responsibility to access the State's Procurement

Contracting Portal to obtain any amendment to or official announcements pertaining to this RFA.

**E. Response Date and Time**

The Issuing Office must receive applications **by 3:00 PM Local Time on Friday, May 18, 2007** in order to be considered for selection. A postmark date will not be considered as the basis for meeting any submission deadline. Receipt of an application after the closing date and time as stated herein shall not be construed as acceptance of the application.

**F. Application Preparation Expenses**

The State of Connecticut and the Department assume no liability for payment of expenses incurred by Applicants in preparing and submitting applications in response to this procurement. The Department is not liable for any cost incurred by the Applicant prior to the effective date of a contract.

**G. Evaluation and Selection**

It is the intent of the Department of Social Services to conduct a comprehensive, fair and impartial evaluation of applications received in response to this procurement. Only applications found to be responsive to the RFA will be evaluated and scored.

**H. Contract Execution**

The successful Applicant(s) will be awarded the right to negotiate a contract with the Department that will be subject to State contracting procedures, which may include approval by the Connecticut State Attorney General's Office. Please note that the resultant grant is executory and that no financial commitments can be made until, and unless, the Attorney General approves the contract.

**I. Applicant Debriefing**

The State will notify all Applicants of any award(s) issued as a result of this RFA. Unsuccessful Applicants may, within thirty (30) days of the signing of the resultant purchase of service contract, request a meeting for debriefing and discussion of their application by contacting the issuing office in writing at the address previously given.

NOTE WELL: Debriefing sessions will not include any comparisons of unsuccessful applications with other applications.

**J. Freedom of Information:**

Due regard will be given to the protection of proprietary information contained in all applications received; however, applicants should be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act, and the

Privacy Act and all rules, regulations and interpretations resulting therefrom. Applicants must provide convincing explanation and rationale sufficient to justify each exception from release consistent with Section 1-210 of the Connecticut General Statutes to claim proprietary exemption.

It will not be sufficient for applicants to merely state generally that the application is proprietary in nature and therefore not subject to release to third parties to claim an exemption. Price and cost alone do not meet exemption requirements. Those particular pages or sections that an applicant believes to be proprietary, must be specifically identified as such. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the applicant that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute.

In any case, the narrative portion of the application may not be exempt from release. Between the applicant and the State, the final administrative authority to release or exempt any or all material so identified rests with the State.

#### **K. Affirmative Action**

Regulations of Connecticut State Agencies Section 46a68j-3(10) requires agencies to consider the following factors when awarding a contract that is subject to contract compliance requirements: the applicant's success in implementing an affirmative action plan; the applicant's success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68-17 of the Regulations of Connecticut State Agencies, inclusive; the applicant's promise to develop and implement a successful affirmative action plan; the applicant's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and the applicant's promise to set aside a portion of the contract for legitimate small, minority and women's businesses in accordance with Section 4a-60 of the Connecticut General Statutes.

#### **L. Rights Reserved**

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

1. Cancel the procurement at any time prior to award.
2. Amend this solicitation at any time prior to award.
3. Refuse to accept, or return accepted applications that do not comply with solicitation requirements.
4. Reject any application that is received after the deadline.
5. Require applicants, at their expense, to submit written clarification of applications in a manner or format that the Department may require.
6. Require that all applications submitted in response to this solicitation, upon receipt by the Department, become the property of the State of Connecticut.

7. Invite applicants, but not necessarily all, to make an oral presentation to assist the Department in their determination of award. The Department further reserves the right to limit the number of applicants invited to make such a presentation. The oral presentation shall only be permitted for purpose of application clarification and not to allow changes to be made to the application.
8. Allow no additions or changes to the original application after the due date specified herein, except as may be authorized by the Department.
9. Dispose of all applications and documents from applicants not selected for grant awards from the Department.
10. Award in part or reject any and all applications in whole or in part; to waive technical defects, administrative deficiencies, irregularities and omissions, if in its judgment the best interests of the Department will be served.
11. Reject the application of any Applicant in default of any prior contract or for misrepresentation of material presented.
12. Reject any and all applications, or portions thereof, received as a result of this procurement or to negotiate separately any service in any manner necessary to serve the best interest of the State.
13. Contract for all or any portion of the scope of work contained within this RFA if it is determined that contracting for a portion of the work will best meet the needs of the State.
14. Award the right to negotiate a contract to the Applicant(s) whose application is most advantageous in meeting the needs of the Department, cost and all factors considered.

**M. Applicant Assurances and Acceptances:** Through the submission of an application in response to this RFA the Applicant certifies that:

1. **Independent Application** - no attempt has been made or will be made by the applicant to induce any other person or firm to submit or not to submit an application for the purpose of restricting competition; and that the Applicant had no knowledge of the specific RFA contents prior to actual receipt of the RFA and had no part in the RFA development.
2. **Valid and Binding Offer:** the application represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFA and any amendments or attachments hereto.
3. **Press Releases:** the applicant shall obtain prior written consent and approval from the Department for press releases that relate in any manner to this RFA or any resulting grant.
4. **Restrictions on Communications with DSS Staff:** from the date of release of this RFA until the Department makes an award the applicant shall not communicate with Department staff on matters relating to this RFA except as provided herein through the Issuing Office. Any other communication

concerning this RFA with any of the Departments' staff may, at the discretion of the Department, result in disqualification of that application.

5. **Acceptance of the Department's Rights Reserved:** The applicant accepts the rights reserved by the Department as set forth herein Part IV Section L.

**N. Application Submission Format**

1. Applications must be submitted bound only with one staple in the upper left hand corner with the official name of the organization appearing on the front page and on each page of the application. Each section of the application must begin on a new page and be keyed to a table of contents.
2. Copies Necessary – One (1) original hard-copy, four (4) photocopies and one (1) exact electronic copy (floppy disk or compact disk) of the application must be submitted in a sealed envelope properly marked with “Head Start State Collaboration RFA” and received by the response date and time specified on the front cover of this RFA.
3. Table of Contents - Each application must incorporate a table of contents.
4. Page Numbers - Each page of the application must be numbered consecutively from the beginning of the application through all appended materials.
5. Page Format - The standard page format to be used throughout the application is as follows:
  - a. Text shall be single-sided on 8 1/2” x 11” paper in “portrait” orientation.
  - b. Text shall be double-spaced
  - c. Font shall be a minimum of twelve (12) point
  - d. The binding edge margin of all pages shall be a minimum of 1 1/2 “
6. Page limit – The Application is limited to 5 pages, with the exception of a budget page, the letter of commitment from the required designated partner agency(s) and mandatory forms. Applicants are advised to adhere strictly to the limits. The Department will not consider information that extends the page limits.

## **PART V – APPLICATION EVALUATION**

### **A. Evaluation of Applications**

DSS will conduct a comprehensive, fair and impartial evaluation of applications received in response to this procurement effort.

### **B. Evaluation Process**

An Evaluation Committee established to review and score all applications will be responsible for decisions regarding recommendations for funding. The Evaluation Committee reserves the right to interview applicants. After the Evaluation Committee has scored the applications, the points awarded will be totaled to determine the ranking. Recommendations, along with pertinent supporting materials, will then be considered in determining the awards.

# APPENDIX I

## Personal Service Agreement Terms and Conditions

### PART I

#### Scope of Services, Contract Performance, and Payment Provisions

A. **TERM** - This contract shall be in effect from \_\_\_\_\_ through \_\_\_\_\_.

**B. CONTRACTOR RESPONSIBILITIES**

1. The Contractor shall work with the lead staff from the Department of Social Services [*Dedicated Unit or Division*] to promote and enhance [*e.g. public education concerning the emotional and financial responsibilities of fatherhood*].
2. It is the understanding of the parties that the Contractor shall: [*Include the service/task GOALS to be completed under this agreement*]
3. To complete the tasks herein the Contractor shall: [*Include the OBJECTIVES detailing how the service goals will be achieved*]

C. **DEPARTMENT RESPONSIBILITIES** - To complete the tasks herein the Department shall: [*Include any applicable support or technical assistance services to be provided to the Contractor*]

**D. CONTRACTOR PAYMENT**

1. For the performance of the services and tasks described herein, based upon review and approval by the Department, the Contractor shall receive a maximum dollar amount not to exceed [\$xxx.00] in accordance to the following payment schedule: [*Include any specific fee schedule description here*].
2. All payments to the Contractor will be contingent upon the Department's receipt and approval of an itemized invoice with a detailed description of the work completed.

E. **LIAISON:** Both parties agree to have specifically named liaisons at all times. These representatives of the parties will be the first contacts regarding any questions and problems that arise during implementation and operation of this contract.

**F. NOTICES**

1. Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery, if delivered by hand (in which case assigned receipt will be obtained), or 3 days after posting if sent by registered or certified mail, return receipt requested. Notices shall be addressed as follows:

**a. In case of notice(s) to the Contractor:**

[Contract Manager, Title]  
[Agency Name]  
[Street Address]  
[City, State, Zip]  
[Phone#]

**b. In case of notice(s) to the Department regarding this contract:**

[Contract Administrator]  
Contract Administration Unit  
Department of Social Services  
25 Sigourney Street  
Hartford, CT 06106  
[Phone#]

**c. In case of notice(s) to the Department regarding the scope of services:**

[Contract Manager, Title]  
[Division/Unit]  
Department of Social Services  
25 Sigourney Street  
Hartford, CT 06106  
[Phone#]

2. Said notices shall become effective on the date of receipt as specified above or the date specified in the notice, whichever comes later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address, which shall be effective on the tenth day following receipt.

## **PART II**

### **Mandatory Terms And Conditions.**

The terms and conditions contained in this section constitute a basis for this Contract. These terms and conditions, as well as others so labeled elsewhere in this document, are mandatory for this Contract. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. The Contractor agrees to comply with the following mandatory terms and conditions:

#### **A. CONTRACTOR OBLIGATIONS**

##### **1. Credits and Rights in Data**

- a. "Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.
- b. All materials developed specifically and exclusively for the Department during the term of this contract are considered proprietary to the Department and shall remain confidential. Throughout the term of this contract, the Contractor must secure the Department's written approval prior to the release of any confidential information whatsoever that pertains to the work or activities provided under this contract.
- c. Unless expressly waived in writing by the Department, all documents, reports and other publications for public distribution during or resulting from the performances of this contract shall include a statement acknowledging the financial support of the state and the Department and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality.
- d. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify the Department, unless the Department or its agents co-authored said publication and said release is done with the prior written approval of the commissioner of the Department.
- e. Any publication shall contain the following statement: "This publication does not express the views of the Department or the State of Connecticut. The views and opinions expressed are those of the authors."
- f. The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this contract, unless expressly authorized in writing by the Department.
- g. The Department and the Federal Government shall have the right to publish, duplicate, use and disclose all such data in any manner and may authorize others to do so. The Department may copyright any data without prior notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Department of such data.

##### **2. Ownership**

- a. All products and materials developed specifically and exclusively for the Department as a result of this contract by the Contractor, or any of its subcontractors hired for the purposes of this contract, shall remain the property of the Department. Products and materials are defined as, but are not limited to, copyrighted materials, camera ready copy, mechanical, videos, brochures, posters and stock thereof;

designs, data and all other matter and information that is collected or developed specifically and exclusively for the Department for the purpose of this contract. Disposition of all such products and materials shall remain at the discretion of the Department during the effective period of this contract and thereafter.

- b. Notwithstanding anything to the contrary contained in this contract, it is understood and agreed that the Contractor shall retain all of its rights in its proprietary information including, without limitation, its methods of analysis, ideas, concepts, expressions, know how, techniques, skills, knowledge and experience possessed by the Contractor prior to, or acquired by the Contractor during, the performance of this contract and the Contractor shall not be restricted in any way with respect thereto.
3. **Inspection of Work Performed:** The Department or its authorized representative shall at all reasonable times upon reasonable advance notice have the right to enter into the Contractor's premises, or such other places where duties under this contract are being performed to inspect, monitor or otherwise evaluate such work being performed. The Contractor and all subcontractors must provide all reasonable facilities and assistance for Department representatives to facilitate such inspections. All inspections and evaluations shall be performed in such a manner as will not unduly delay work.
4. **Prohibited Interest:** The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
5. **Offer of Gratuities:** By its agreement to the terms of this contract, the Contractor certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this contract. The Department may terminate this 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 Contractor or its agents or employees.
6. **Related Party Transactions:** The Contractor shall report all related party transactions, as defined in this Section, to the Department on an annual basis in the appropriate fiscal report as specified in Part II of this contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to exercise influence or control, directly or indirectly. "Related party transactions" between a Contractor, its employees, Board members or members of the Contractor's governing body and a related party include, but are not limited to, (a) real estate sales or leases; (b) leases for equipment, vehicles or household furnishings; (c) mortgages, loans and working capital loans and (d) contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor.
7. **Insurance:** The Contractor will carry insurance, (liability, fidelity bonding or surety bonding and/or other), as specified in this agreement, during the term of this contract according to the nature of the work to be performed to "save harmless" the State of Connecticut from any claims, suits or demands that may be asserted against it by reason of any act or omission of the Contractor, subcontractor or employees in providing services hereunder, including but not limited to any claims or demands for malpractice. Certificates of such insurance shall be filed with the Department before the performance of services.
8. **Record Keeping and Access:** The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, federal agencies. The Contractor shall retain

all such records concerning this contract for a period of 3 years after the completion and submission to the state of the Contractor's annual financial audit.

**9. Confidentiality**

- a. All material and information provided to the Contractor by the State or acquired by the Contractor in performance of the contract whether verbal, written, recorded magnetic media, cards or otherwise shall be regarded as confidential information and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with Federal and State statutes and regulations. The Contractor agrees that it is prohibited from releasing any and all information provided by the Department or providers or any information generated by the Contractor without the prior express written consent of the Contract Administrator.
- b. The confidentiality obligations set forth above shall not apply to data, information or material which (i) at the time disclosed to, or obtained by the Contractor, is in the public domain; (ii) becomes part of the public domain through no fault of the Contractor; (iii) is communicated to the Contractor by a third party who is not, to the Contractor's knowledge, subject to any confidentiality obligations with respect thereto; (iv) is independently developed by the Contractor; or (v) is required to be disclosed by the Contractor pursuant to any statute, regulation, order, subpoena, document discovery request or other legal process.

10. **Audit Liabilities:** It is understood and agreed by the Contractor that the Contractor shall be held liable for any State or Federal audit exceptions and shall return to the Department all payments made under this contract to which exception has been taken or which have been disallowed because of such an exception in accordance with Connecticut General Statutes 7-396a.

11. **Force Majeure:** Neither party shall incur liability for any failure to perform its obligations under this contract due to causes beyond its reasonable control including, but not limited to, fire-storm-flood-earthquake-accident-acts of war-acts of God-acts of Federal, State, or local government or any agency thereof and judicial action-acts of third parties and computer or equipment failures other than those caused by the sole negligence of either party.

**12. Hold Harmless**

- a. The Contractor agrees to indemnify, defend and hold harmless the State of Connecticut; as well as all Departments, officers, agents and employees of the State from and against any and all claims, losses or suits according or resulting to any Contractors, subcontractors, laborers and any person, firm or corporation who may be directly or indirectly injured or damaged by the negligence or willful misconduct of the Contractor in the performance of this contract.
- b. The Department may request, in writing, evidence of the Contractor's workers compensation insurance policy. If such a request is made, the Contractor must file such evidence of its workers compensation insurance policy with the Department's Contract Administrator, no later than 15 business days following receipt of the request. Should the Contractor fail to comply with the request in a timely manner, the Department may, at its option and discretion, invoke the provisions under Section(s) 6.3 and/or 7.2 infra.

- c. The Contractor, at his own expense, must defend any and all claims or suits which may be brought against the Department or the State for the infringement of any patents, copyrights, proprietary rights or right of privacy arising from the Contractor's or State's use of any equipment, materials or information prepared or developed by the Contractor in conjunction with the performance of this contract. The Contractor shall not be liable hereunder to the extent such suit is attributable to the acts or omissions of the State or the Department. The Contractor shall, in any such suit, satisfy any and all damages directly or indirectly assessed against the State or its Departments, be it resolved by settlement, final judgment, consent or any other manner.

### **13. Settlement of Disputes and Claims Commission**

- a. Any dispute concerning the interpretation or application of this contract shall be decided by the commissioner of the Department or his/her designee whose decision shall be final subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the commissioner pursuant to this provision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Department shall proceed diligently with the performance of the contract.
- b. Claims Commission. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

### **14. Litigation**

- a. The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this contract, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the contract.
  - b. The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, executive orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.
15. **Lobbying:** The Contractor agrees to abide by State and Federal lobbying laws and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.

## **B. STATUTORY AND REGULATORY COMPLIANCE**

1. **Compliance with Law and Policy:** Contractor shall comply with all pertinent provisions of local, state and federal laws and regulations as well as Departmental policies and procedures applicable to Contractor's programs as specified in this contract. The Department shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures that the Department has responsibility to promulgate or enforce.
2. **Suspension or Debarment**
  - a. Signature on contract certifies the Contractor or any person (including subcontractors) involved in the

administration of Federal or State funds:

- i is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental Department or agency (Federal, State or local);
- ii within a three year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- iii is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the above offenses; and
- iv has not within a three year period preceding this agreement had one or more public transactions terminated for cause or fault.

b. Any change in the above status shall be reported to the Department immediately.

3. **Non-discrimination Regarding Sexual Orientation:** Unless otherwise provided by Conn. Gen. Stat. §46a-81p, the Contractor agrees to the following provisions required pursuant to §4a-60a of the Conn. Gen. Stat.:

a. The Contractor agrees:

- i and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut and that employees are treated when employed without regard to their sexual orientation;
- ii to provide each labor union or representatives of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- iii to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to §46a-56 of the Conn. Gen. Stat.;
- iv to provide the commission on human rights and opportunities with such information requested by the commission and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to provisions of this section and §46a-56 of the Conn. Gen. Stat.

b. The Contractor shall include the provisions of Subsection a of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with §46a-56 of the Conn. Gen. Stat. provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

#### 4. Executive Orders Nos. 3, 16, 17, and 7C

- a. **Executive Order No. 3: Nondiscrimination:** This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated before completion. The Contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three and that the Contractor will not discriminate in employment practices or policies, will file all reports as required and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
- b. **Executive Order No. 16: Violence in the Workplace Prevention Policy:** This contract is also subject to provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that:
- i Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Subsection (ii) to follow.
  - ii Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury.
  - iii Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.
  - iv Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules.
  - v Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions (i) through (iv), above.
- c. **Executive Order No. 17: Connecticut State Employment Service Listings:** This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

- d. This Agreement is subject to **Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006**. The Parties to this Agreement, as part of the consideration hereof, agree that:
- i The State Contracting Standards Board (“the Board”) may review this contract and recommend to the state contracting agency termination of the contract for cause. The State contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than 15 days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:
    - a) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A 100 of the Conn. Gen. Statutes or
    - b) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
  - ii For the purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.
  - iii Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

5. **Nondiscrimination and Affirmative Action Provisions in Contracts of the State and Political Subdivisions Other Than Municipalities:** The Contractor agrees to comply with provisions of § 4a-60 of the Connecticut General Statutes.

- a. Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
  - i The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;
  - ii the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
  - iii the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments

under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

iv the Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f;

v the Contractor agrees to provide the commission of human rights and opportunities with such information requested by the commission and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

b. For the purposes of this section, "minority business enterprise" means any small Contractor or supplier of materials 51% or more of capital stock, if any, or assets of which is owned by a person or persons:

i who are active in the daily affairs of the enterprise,

ii who have the power to direct the management and policies of the enterprise and

iii who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Stat. § 32-9n;

- c. "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
  - d. Determinations of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative action advertising; recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
  - e. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
  - f. Contractor shall include the provisions of Subsection a of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provision shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
6. **Americans with Disabilities Act of 1990:** This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USCS §§12101-12189 and §§12201-12213) (Supp. 1993); 47 USCS §§225, 611 (Supp. 1993). During the term of the contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the state harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor agrees to abide by provisions of Sec. 504 of the federal Rehabilitation Act of 1973, as amended, 29 U.S.C. §794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
  7. **Utilization of Minority Business Enterprises:** It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government contracts. The Contractor agrees to use best efforts consistent with 45 C.F.R. 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§13a-95a, 4a-60, to 4a-62, 4b-95(b) and 32-9e of the Conn. Gen. Stat. to carry out this policy in the award of any subcontracts
  8. **Non-Smoking:** If the Contractor is an employer subject to the provisions of Section 31-40q of the Connecticut General Statutes, the Contractor agrees to provide the Department with a copy or its written rules concerning smoking. The rules or a statement that the Contractor is not subject to the provisions of Section 31- 40q of the Connecticut General Statutes must be received by the Department prior to this contract's approval.
  9. **Government Function & Freedom of Information:** If the amount of this contract exceeds \$2,500,000.00 and the contract is for the performance of a governmental function, as that term is defined in Conn. Gen. Stat. Sec. 1-200(11), as amended by Pubic Act 01-169, the Department is entitled to receive a copy of the records and files related to the Contractor's performance of the governmental function and may be disclosed by the Department pursuant to the Freedom of Information Act.
  10. **HIPAA Requirements**

*NOTE: Numbering in this Section may not be consistent with the remainder of this contract as much of it is presented verbatim from the federal source.*

- a. If the Contactor is a Business Associate under HIPAA, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- b. The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for and all clients who receive, services under the contract in accordance “with all applicable federal and state law regarding confidentiality, which includes but is not limited to the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C and E; *and*
- c. The State of Connecticut Department named on page 1 of this Contract (hereinafter “Department”) is a “covered entity” as that term is defined in 45 C.F.R. §160.103; *and*
- d. The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. §160.103 ; *and*
- e. The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. §160.103; *and*
- f. The Contractor and the Department agree to the following in order to secure compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C and E:

### **Definitions**

Business Associate. “Business Associate” shall mean the Contractor.

Covered Entity. “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.

B1 Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. §164.501.

Individual. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. §164.502(g).

Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.

Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. §160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

Required by Law. “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. §164.103.

Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

More Stringent. "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. §160.202.

Section of Contract. "(T)his Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. §164.304.

Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Parts 164, subpart A and C.

#### Obligations and Activities of Business Associates

- A. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law
- B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- B1. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic protected health information that it creates, receives, maintains or transmits on behalf of the Covered Entity.
- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- D. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- E. Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- F. Business Associate agrees to provide access, at the request of the Covered Entity and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524.
- G. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of the Covered Entity and in the time and manner agreed to by the parties.
- H. Business Associate agrees to make internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered

Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

I. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

J. Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

K. Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.

### III. Permitted Uses and Disclosure by Business Associate

A. General Use and Disclosure Provisions: Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

B. Specific Use and Disclosure Provisions:

1. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

2. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).

### IV. Obligations of Covered Entity

A. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

V. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

VI. Term and Termination

- A. Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
2. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

- C. Effect of Termination.

1. Except as provided in paragraph (ii) of this Subsection c, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

## VII. Miscellaneous HIPAA Provisions

- A. **Regulatory References.** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- B. **Amendment.** The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- C. **Survival.** The respective rights and obligations of Business Associate under Section 6, Subsection c of this Section of the Contract shall survive the termination of this Contract.
- D. **Effect on Contract.** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the contract shall remain in force and effect.
- E. **Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies and is consistent with, the Privacy Standard.
- F. **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, Contractors or agents, or any third party to whom Business Associate has disclosed PHI pursuant to paragraph II D of this Section of the Contract. Business Associate is solely responsible for all decisions made and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- G. **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract.

## D. MISCELLANEOUS PROVISIONS

1. **Assignment:** The Contractor shall not assign or transfer any interest in this Contract without the prior written approval of the Contract Administrator. This shall not be construed as limiting the Contractor's rights to subcontract some of the services to be performed hereunder as provided in this Contract.
2. **Subcontracting:** None of the services to be provided by the Contractor shall be subcontracted or delegated to any other organization, subdivision, association, individual, corporation, partnership or group of individuals or other such entity without the prior written consent of the Department. Any subcontract to which the State has consented in writing shall be in writing attached to the contract and made a part thereof and shall in no way alter the contract terms and conditions. Said subcontract shall contain the access to the books, document and records, provided for in paragraph 18 infra. No subcontract or delegation shall relieve or discharge the Contractor from any obligation, provision or liability thereunder. The Contractor agrees to

make a good faith effort to award a reasonable proportion of subcontracts to small and minority businesses in accordance with CGS Section 4a-60g.

3. **Choice of Law and Forum:** The Contractor agrees to be bound by the law of the State of Connecticut and the federal government where applicable and agrees that this contract shall be construed and interpreted in accordance with Connecticut law and federal law where applicable.
4. **Mergers and Acquisitions**
  - a. Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department.
  - b. At least 90 days before the effective date of any fundamental changes in corporate status, including merger, acquisition, transfer of assets and any change in fiduciary responsibility, the Contractor shall provide the Department **with written notice of such changes.**
  - c. The Contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will provide prior written agreement as required by Section II.D.3 above. The Department shall notify the Contractor of such determination not later than 45 business days from the date the Department receives such requested documentation.
5. **Equipment:** In the event this contract is terminated or not renewed, the Department reserves the right to recoup any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this contract. For purposes of this provision, equipment means tangible personal property with a normal useful life of at least one year and a value of at least \$2,500. Equipment shall be considered purchased from Contractor funds and not from Department funds if the equipment is purchased for a program that has other sources of income equal to or greater than the equipment purchase price.
6. **Independent Capacity of Contractor:** The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in the performance of this contract will act in an independent capacity and not as officers or employees of the state of Connecticut or of the Department.
7. **Severability:** If any provision of this contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this contract shall be enforced to the fullest extent permitted by law.
8. **Non-enforcement not to constitute waiver:** The failure of either party to insist upon strict performance of any terms or conditions of this agreement shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.

## **E. REVISIONS, REDUCTIONS, DEFAULT, AND CANCELLATION**

### **1. Contract Revisions and Amendments**

- a. A formal contract amendment, in writing, shall not be effective until executed by both parties to the contract and, where applicable, the Attorney General. Such amendments shall be required for extensions to the final date of the contract period and to terms and conditions specifically stated in Part I of this contract, including but not limited to revisions to the maximum contract payment, to the unit cost of service, to the contract's objectives, services, or plan, to due dates for reports, to completion of objectives or services and to any other contract revisions determined material by the Department.
- b. The Contractor shall submit to the Department in writing any proposed revision to the contract and the Department shall notify the Contractor of receipt of the proposed revision. Any proposal deemed material shall be executed pursuant to (a) of this section. The Department may accept any proposal as a

technical amendment and notify the Contractor in writing of the same. A technical amendment shall be effective on the date approved by the Department, unless expressly stated otherwise.

- c. No amendments may be made to a lapsed contract.

## **2. Contract Reduction**

- a. The Department reserves the right to reduce the contracted amount of compensation at any time in the event that:
  - i. the Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld; or
  - ii. Federal funding reductions result in reallocation of funds within the Department.
- b. The Contractor and the Department agree to negotiate on the implementation of the reduction within 30 days of receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within 30 calendar days of such formal notification and a contract amendment has not been executed, the Department may terminate the contract 60 days from receipt of such formal notification. The Department will formally notify the Contractor of the termination date.

## **3. Default by the Contractor**

- a. If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this contract the Department may:
  - i. withhold payments until the default is resolved to the satisfaction of the Department;
  - ii. temporarily or permanently discontinue services under the contract;
  - iii. require that unexpended funds be returned to the Department;
  - iv. assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Department;
  - v. require that contract funding be used to enter into a sub-contract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance;
  - vi. terminate this contract;
  - vii. take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this contract or both;
  - viii. any combination of the above actions.
- b. In addition to the rights and remedies granted to the Department by this contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of this contract.
- c. Prior to invoking any of the remedies for default specified in this paragraph except when the Department deems the health or welfare of service recipients is endangered as specified in Part II Section A.1 of this agreement or has not met requirements as specified in clause 8, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within 5 business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within 5 business days of the written request. At the meeting, the Contractor shall be given an

opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within 5 business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the commissioner shall be considered final.

- d. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.

#### **4. Cancellation and Recoupment**

- a. This agreement shall remain in full force and effect for the entire term of the contract period specified on page 2 of this agreement, unless either party provides written notice 90 days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.
- b. In the event the health or welfare of the service recipients is endangered, the Department may cancel the contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The Department shall notify the Contractor of the specific reasons for taking such action in writing within 5 business days of cancellation. Within 5 business days of receipt of this notice, the Contractor may request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within 5 business days of the written request. At the meeting, the Contractor shall be given an opportunity to present information on why the Department's actions should be reversed or modified. Within 5 business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Department. This action of the commissioner shall be considered final.
- c. The Department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.
- d. The Department reserves the right to recoup any deposits, prior payment, advance payment or down payment made if either party terminates the contract. Allowable costs incurred to date of termination for operation or transition of program(s) under this contract shall not be subject to recoupment. The Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under this contract or any other contract between the state and the Contractor.

**Appendix II**  
**PROCUREMENT AND CONTRACTUAL AGREEMENTS**

**Statement of Acceptance**

The terms and conditions contained in this Request for Applications constitute a basis for this procurement. These terms and conditions, as well as others so labeled elsewhere in this document are mandatory for the resulting contract. The Department 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 as set forth in the Department of Social Services' **“Head Start Collaboration RFA”**.

\_\_\_\_\_  
Signature

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Date**

**APPENDIX III**

**CERTIFICATION REGARDING LOBBYING**

**Contractor:** \_\_\_\_\_

**Period:** \_\_\_\_\_

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member or Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more that \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name & Title

\_\_\_\_\_  
Firm/Organization

\_\_\_\_\_  
Date

## APPENDIX IV

### WORKFORCE ANALYSIS FORM

Contractor Name: \_\_\_\_\_ Total number of CT employees:

Address: \_\_\_\_\_ Full-time \_\_\_\_\_ Part-time \_\_\_\_\_

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

Job Categories	Totals for all Columns - Male & Female	White (NOT OF HISPANIC ORIGIN)		Black (NOT OF HISPANIC ORIGIN)		Hispanic		Asian Or Pacific Islander		American Indian Or Alaskan Native		People With Disabilities	
		male	female	male	female	male	female	male	female	male	female	male	female
Officials & Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craft Workers (Skilled)													
Operators (Semi Skilled)													
Laborers (Unskilled)													
Totals Above													
Totals One Year Ago													
Formal On-The-Job-Trainees (Enter figures for the same categories as shown above)													
Apprentices													
Trainees													
Employment Figures were obtained from _____ Visual Check _____ Employment Records _____ Other: _____													

**Workforce Analysis (cont'd)**

1. Have you successfully implemented an Affirmative Action Plan? Yes \_\_\_\_\_ No \_\_\_\_ Date of Implementation \_\_\_\_\_ If the answer is "No", explain.

1.a. Do you promise to develop and implement a successful Affirmative Action Plan? Yes \_\_\_ No \_\_\_ Not Applicable \_\_\_\_\_ Explanation:

2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-17 of the Connecticut Department of Labor Regulations, inclusive: Yes \_\_\_ No \_\_\_ Not Applicable \_\_\_\_\_ Explanation:

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

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

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

\_\_\_\_\_  
Date