

**DEPARTMENT OF SOCIAL SERVICES
REQUEST FOR APPLICATIONS**

Outreach for the HUSKY Program

The HUSKY Plan is a comprehensive health insurance program to help Connecticut families obtain and afford coverage for their children. HUSKY (Healthcare for Uninsured Kids and Youth), is designed to serve thousands of children in working families who now cannot obtain or afford health insurance. In an effort to inform the public about the HUSKY program the Department of Social Services is seeking applications, from a variety of organizations or entities, coalitions and /or collaborations capable of reaching communities throughout the State for outreach efforts and to inform them of the HUSKY Plan. The Department anticipates that it will award multiple contract(s) at three different funding levels; 3 contracts for \$50,000.00 each to provide outreach efforts on a local/municipal level; three (3) contracts at \$75,000.00 each to provide outreach efforts on a regional level and one (1) contract at \$125,000.00 to provide outreach efforts on a statewide level. Interested organizations are invited to submit an application for any or all of the three available funding levels.

Application due dates vary by the funding level requested. Please refer to the procurement schedule on pages 4 and 5 of this RFA. Applications must be received no later than 3:00 p.m. Local Time on the stated due date. Applications received after the scheduled submission date and time may be accepted as a clerical function but will remain unopened and will not be evaluated.

To download the entire RFA access the State's Procurement/Contracting Portal at the State of Connecticut Department of Administrative Services Procurement Services Home Page at www.das.state.ct.us/Purchase/Portal/Portal_Home.asp or contact:

Kathleen M. Brennan
Contract Administration
Department of Social Services
25 Sigourney Street
Hartford, Connecticut 06106
(860) 424-5693 phone, (860) 424-4953 fax
e-mail: kathleen.brennan@ct.gov

The Department is an Equal Opportunity/Affirmative Action 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 proposals or cancel this procurement at any time if it is deemed in the best interest of the State.

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I - INTRODUCTION

A. DEPARTMENT OVERVIEW

The Department of Social Services (the “Department”) is a statewide public service agency which provides a broad range of services to the elderly, 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, it is the state agency responsible for administering a number of programs that arise under federal legislation, including Connecticut’s welfare reform program under the federal Temporary Assistance for Needy Families program (TANF), Medicaid, and Food Stamps. The Department also administers programs under state legislation, such as General Assistance and various childcare programs.

The agency is headed by the Commissioner of Social Services and there are two Deputy Commissioners, one for Programs and one for Administration (including Health Care Financing). There is a regional administrator responsible for each of the three service regions. By statute, there is a statewide advisory council to the Commissioner, and each region has a regional advisory council.

The agency administers most of its programs through offices located throughout the state. In addition, many services funded by the agency are available through community-based agencies, including various workforce development boards, community action agencies and a wide variety of non-profit organizations. The agency also has outstationed employees at hospitals and to expedite Medicaid applications, and funds Healthy Start sites which can accept applications for Medicaid for pregnant women and young children. Many of the services provided by the Department are available via mail or phone call.

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

B. THE HUSKY PLAN

Since the passage of two federal laws, Omnibus Budget Reconciliation Act of 1989, and the Balanced Budget Act (BBA) of 1997, Connecticut, like all states, has had the opportunity to provide public health insurance coverage to eligible but unenrolled children in Medicaid and the State Children’s Health Insurance program.

Under the BBA, Congress created the State Children’s Health Insurance Program (SCHIP), Title XXI of the Social Security Act. Under Title XXI, states were given the option of expanding Medicaid up to 200 percent of the Federal Poverty Level (FPL) or, if their eligibility criteria were already at or above 150 percent FPL, to raise the Medicaid income limit to 50 percentage points higher than the Medicaid limit in effect as of June, 1997. The SCHIP program gave states the option of expanding children’s health insurance to families of higher incomes and providing alternative coverage based on a public employees or private insurance coverage model. In Connecticut the Title XXI plan is known as the HUSKY Plan. The HUSKY Plan includes both Medicaid coverage for children, parents (or other caretaker

relatives) and pregnant women and an SCHIP insurance coverage program. The Medicaid portion of the HUSKY Plan is referred to as Part A and the SCHIP insurance program is referred to as Part B. Under the HUSKY Plan, Part A (Medicaid), the state covers children under age 19 and pregnant women with family income below 185% of FPL, and parents (or other caretaker relatives) up to 150% of FPL. HUSKY Plan, Part B (SCHIP) covers children under age 19 with family income at and above 185%. The children, families, and pregnant women in HUSKY A and B receive most of their health services through private health plans that contract with the state under a managed care system.

HUSKY B also provides additional health services for children with intensive physical and behavioral health care needs who receive subsidized health coverage (under 300% of FPL) to supplement the coverage provided by the managed care plans. HUSKY Plus for Children with Special Physical Health Care Needs is administered by the Connecticut Children's Medical Center's (CCMC) Center for Children with Special Health Care Needs. As of January 1, 2006, the HUSKY Plus Behavioral Health program for children with mental health and substance abuse service needs has been administered through the Connecticut Behavioral Health Partnership (CTBHP).

C. RATIONALE FOR THE HUSKY PLAN

The State of Connecticut is committed to continuing and enhancing its commitment to ensure quality health care for young people in the state. This RFA developed by the Department, strives to achieve the following objectives.

- To increase the number of eligible children in Connecticut with health insurance.
- To maximize participation in the HUSKY Plan, Parts A and B through outreach efforts, a single point of entry (currently ACS), presumptive eligibility, a simplified application process, annual enrollment, and other proven strategies for encouraging enrollment and retention of eligible children.
- To promote the health of children through a health benefit package tailored to the health care needs of children which includes comprehensive preventive services.
- To assist those children enrolled in the HUSKY Plan, Part B who have special physical and behavioral health care needs to receive appropriate care through two supplemental plans (HUSKY Plus).

D. STATEMENT OF PURPOSE

The Department of Social Services is requesting applications from organizations or entities, coalitions and /or collaborations capable of reaching communities throughout the State for outreach efforts and to inform them of the HUSKY Plan. To be considered effective, the outreach campaign, funded by a contract awarded as a result of this RFA, should result in an increase in public's awareness of the HUSKY Plan and an increase in the number of insured children through improved enrollment and retention of children throughout the target area(s).

Applicants may apply for any and all of the three levels of funding:

1. \$50,000.00 – the proposed outreach efforts must be aimed at reaching targeted eligible populations within the local or municipal level in any of the Department's three (3)

regions based on demonstrated need as evidenced by the municipal data set forth in Appendix IX of this RFA. The Department anticipates that it may fund three (3) contracts at this level, however no single municipality will be the focus of more than one contract for outreach efforts. See Appendix for specific municipal data.

2. \$75,000.00 – the proposed outreach efforts must be aimed at reaching targeted eligible populations within one of the Department’s three (3) regions. The Department anticipates that it may fund three contracts, (1) one contract per region. See Appendix IX for specific regional data.
3. 125,000.00 – the proposed outreach efforts must be aimed at reaching targeted eligible populations across the state. The Department anticipates that it may fund one (1) statewide contract at this level.

When preparing their application, applicants are **STRONGLY** encouraged to access OHCA’s publication containing uninsured data: Snapshot: Connecticut’s Health Insurance Coverage <http://www.ct.gov/ohca/lib/ohca/publications/snapshotfinal.pdf>

If, following the evaluation of each of the applications received at the various funding levels the Department determines that it would be in the best interest of the state to redistribute the funding and award more or less than the anticipated number of contracts identified above, the Department reserves the right to do so. Regardless of the total number of contracts awarded, the total of all contracts awarded under this initiative shall not exceed \$500,000.00.

II - OVERVIEW OF THE PROCUREMENT PROCESS

A. ISSUING OFFICE

This Request for Applications (RFA) is being issued by the Connecticut Department of Social Services, Office of Contract Administration. This office is the only contact in the State of Connecticut (State) for this application process. The address of the issuing office is as follows:

Kathleen M. Brennan, Contract Administration
Department of Social Services
25 Sigourney Street, 9th Floor
Hartford, CT 06106
Phone: (860) 424-5693, Fax: (860) 424-4953
kathleen.brennan@ct.gov

B. RFA ISSUANCE AND ADDENDUMS

The Department reserves the right to amend this RFA at any time prior to the application due dates by issuing an addendum. All addenda posted to this RFA shall be available through the “Social Services, Department of” link on the State Contracting Portal found at www.das.state.ct.us/Purchase/Portal/Portal_Home.asp Applicants may also access the “Vendors/Contractors” link on the State of Connecticut Department of Social Services website found at www.dss.state.ct.us to be directed to the posted addenda. Applicants are

solely responsible for accessing the State Contracting Portal to receive any addenda and/or amendments to this RFA and the RFA process.

A formal amendment to this RFA shall be used to provide the answers to applicants' questions and requests for information submitted to the Department. The amendment shall be issued as an addendum and shall be available on the "Social Services, Department of" link on the State Contracting Portal found at www.das.state.ct.us/Purchase/Portal/Portal_Home.asp. Vendors may also access the "Vendors/Contractors" link on the State of Connecticut Department of Social Services website found at www.dss.state.ct.us to be directed to the posted addenda.

C. PROCUREMENT TIMETABLE

Milestones for Applicants Seeking Funding at the \$50,000.00 Level	Ending Dates
RFA Released	September 29, 2006
Submission of MANDATORY Letter of Intent	October 16, 2006
Submission of questions and request for information	October 16, 2006
Department's posting of responses to questions and requests for information (tentative)	October 23, 2006
Submission of Application	November 13, 2006
Applications Evaluated	November 14 – 20, 2006
Optional Interviews of Applicants	Week of November 27, 2006
Contracts Awarded	December 4, 2006
Contracts Negotiated	December 4 – 15
Contracts Begin	January 1, 2007

Milestones for Applicants Seeking Funding at the \$75,000.00 Level	Ending Dates
RFA Released	September 29, 2006
Submission of MANDATORY Letter of Intent	October 16, 2006
Submission of questions and request for information	October 16, 2006
Department's posting of responses to questions and requests for information (tentative)	October 23, 2006
Submission of Application	November 20, 2006
Applications Evaluated	November 21 – 29, 2006
Optional Interviews of Applicants	November 30 – December 7, 2006
Contracts Awarded	December 11, 2006
Contracts Negotiated	December 12 – 22
Contracts Begin	January 8, 2007
Milestones for Applicants Seeking Funding at the \$125,000.00 Level	Ending Dates
RFA Released	September 29, 2006
Submission of MANDATORY Letter of Intent	October 16, 2006
Submission of questions and request for information	October 16, 2006
Department's posting of responses to questions and requests for information (tentative)	October 23, 2006
Submission of Application	November 29, 2006
Applications Evaluated	November 30 – December 7, 2006
Optional Interviews of Applicants	December 8 – December 15, 2006
Contracts Awarded	December 18, 2006
Contracts Negotiated	December 19 – January 1, 2007
Contracts Begin	January 15, 2007

D. LETTER OF INTENT

In order to submit an application, interested applicants are **REQUIRED** to submit a Letter of Intent to the Issuing Office to advise the Department of their intention to present an application in response to this RFA by **3:00 PM Local Time on Monday, October 16, 2006**. The Letter of Intent must state the funding level or levels for which you anticipate submitting an application and the area or areas of the state the applicant's outreach plan intends on reaching.

E. QUESTIONS AND REQUESTS FOR INFORMATION

The Issuing Office will only accept written questions and requests for information submitted by 3:00 PM on Monday, October 16, 2006. **The early submission of written questions is encouraged.** Questions may be submitted to the Issuing Office by facsimile (860) 424-4953 or email (kathleen.brennan@ct.gov). Questions should be submitted clearly and directly to the point, and include the RFA section to which each question applies. It is the Applicants'

responsibility to ensure the Department's timely receipt of any information relative to this procurement.

The Department shall not respond to questions that do not meet the deadlines and criteria listed above.

The Department shall post the official responses to Applicant' questions and requests for information submitted in accordance with the requirements of this section, as an official amendment to this RFA in the form of an addendum to this RFA. While the actual posting date for the official responses will depend upon the volume of questions received, the tentative date for the posting of the official responses is October 23, 2006. Addendums to this RFA will be posted to the "Social Services, Department of" link on the State Contracting Portal found at www.das.state.ct.us/Purchase/Portal/Portal_Home.asp. Applicants may also access the "Vendors/Contractors" link on the State of Connecticut Department of Social Services website found at www.dss.state.ct.us to be directed to the posted addenda. It is the Applicant's responsibility to access the website to obtain any amendments and/or addenda to this RFA.

F. SUBMISSION OF APPLICATIONS

Applicants **MUST** be received by the Issuing Office identified in Section II A of this RFA by the following stated time and dates:

Applications for \$50,000.00 funding – by 3:00 pm on November 13, 2006

Applications for \$75,000.00 funding – by 3:00 pm on November 20, 2006

Applications for \$125,000.00 funding – by 3:00 pm on November 29, 2006

Only those applications received at the Issuing Office by the date and time specified above will be opened. Applicants that are hand-delivering applications will not be granted access to the building without photo id and should allow extra time for security procedures. Delivery of the applications shall be at the bidder's expense. Any and all damage that may occur due to shipping shall be the applicants' responsibility.

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 those found to be responsive to the RFA would be evaluated and scored. A responsive application must comply with all instructions listed in this RFA. **See Section V for specific instructions.**

After the opening of the applications, the Department may ask any applicant for written clarification of their application. In the event this clarification is requested, submission of the clarification shall be required within three (3) business days of the Department's request or as otherwise stated by the Department and shall be considered to be part of the application.

The Department reserves the right to waive minor irregularities in applications, providing such action is in the best interest of the Department. In the event that the Department waives

minor irregularities, such waiver shall in no way modify the RFA requirements or excuse the applicant from full compliance with RFA specifications or other contract requirements if the applicant is awarded the contract. The Department also reserves the right to reject any or all applications received, or withdraw this RFA, if it is deemed to be in the best interest of the Department.

1. Oral Presentations/Interviews

The Department reserves the right to require applicants to participate in an oral interview pertaining to their application. It is in the Department's sole discretion to determine which applicants, if any, shall be invited to the Department to participate in an interview. If the Department elects to conduct interviews, the tentative schedule for the interviews varies by application funding level and is identified in Section II C of this RFA. The Department will provide a minimum of three (3) business days advance notice of the interview schedule. Only key personnel named in the application may attend the interview.

NOTE WELL: During the interview process, original applications may not be supplemented, changed, or corrected in any way. No comments about other applications shall be permitted.

Any and all costs associated with an interview shall be entirely at the applicants' expense.

H. CONTRACT EXECUTION

The pursuant contract developed as a result of this RFA is subject to State contracting procedures which includes approval by the Connecticut State Attorney General's Office. Please note that contracts are executory and that no financial commitments can be made until, and unless, the contracts are approved by the Attorney General.

I. DEBRIEFING

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

Debriefing will not include any comparisons of unsuccessful applications with other applications.

J. SET-ASIDE FOR SMALL, MINORITY OR WOMEN'S BUSINESS ENTERPRISES

Section 4a-60g of the Connecticut General Statutes sets forth the requirements of each executive branch agency relative to the Supplier Diversity program. Pursuant to that statute, Twenty-five (25%) of the average total value of all contracts let for each of the previous three fiscal years are to be set aside.

The Department of Social Services is requesting that between fifteen percent (15%) and twenty-five (25%) of this contract be set aside for a small, minority or women's business

enterprise as a subcontractor or supplier of goods and services. Applicants may obtain a list of firms certified to participate in the Supplier Diversity program by contacting the Department of Administrative Services, Office of Supplier Diversity, 165 Capitol Avenue, Hartford, Connecticut, 06106. The telephone number is (860) 713-5236 and the web address is: www.das.state.ct.us/Purchase/SetAside/default.asp

Applicants may fulfill this obligation through a subcontract for any services related to this contract by utilizing small, minority or women-owned businesses as suppliers of goods or services.

III - GENERAL APPLICATION REQUIREMENTS

A. RESPONSIVE APPLICATIONS

In order to be evaluated and scored, Applicants **must** submit a single responsive application to this RFA. A responsive application is one that, at a minimum, meets all of the requirements in Section V of this RFA.

B. DISPOSITION OF APPLICATIONS

The State reserves the right to reject any and all applications, or portions thereof, received as a result of this request or to negotiate separately any service in any manner necessary to serve the best interest of the State. The State reserves the right to 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.

C. 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 solicitation.

D. RESPONSE DATE AND TIME

In order to be considered for selection, applications must be received by the Issuing Office identified in Section IIA by the date and time identified in the Procurement Timetable in Section IIC of this RFA. Postmark date will not be considered the basis for meeting any submission deadline. Any application received after the deadline will not be accepted. Receipt of an application after the closing date and time as stated herein shall not be construed as acceptance of the application as the actual receipt of the document is a clerical function. If delivery of the application is not made by courier or in person, the use of Certified or Registered mail is suggested. All RFA communications should be addressed to the Issuing Office (Section II - A).

E. ACCEPTANCE OF APPLICATION CONTENT

The contents of this RFA and the application of the successful applicant will become contractual obligations, along with the final contract, if acquisition action ensues. The Application, therefore, must include a Statement of Acceptance (Appendix II), without qualification, of all mandatory terms and conditions as stated within this RFA. Applicants may suggest alternate language after having accepted without qualification the mandatory terms and conditions as specified in Appendix I. The Department may, at its sole discretion, elect to incorporate the alternate language in any resultant contract. Any applicant which fails to comply in any way with this requirement may be disqualified as non-responsive. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

F. INDEPENDENT PRICE DETERMINATION

By submission of an application and through assurances given in its Transmittal Letter, the Applicant certifies that, in connection with this procurement, the following requirements have been met:

1. COSTS

The costs proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such process with any other organization or with any competitor;

2. DISCLOSURE

Unless otherwise required by law, the cost quoted has not been knowingly disclosed by the Applicant on a prior basis directly or indirectly to any other organization or to any competitor;

3. COMPETITION

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

4. PRIOR KNOWLEDGE

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.

5. OFFER OF GRATUITIES

That no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any contract arising from this procurement may be terminated by the Department if it is determined that gratuities of any kind were either offered to or received by any officials or employees from the Applicant, the Applicant's agent or employee's.

G. INCURRING COSTS

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

H. FREEDOM OF INFORMATION

Due regard will be given to the protection of trade secrets and 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, the Privacy Act and all rules, regulations and interpretations resulting therefrom. It will not be sufficient for Applicants to merely state generally that the application is proprietary in nature and not therefore subject to release to third parties. Those particular pages or sections which an Applicant believes to be proprietary must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exception from release consistent with Section 1-210 of the Connecticut General Statutes must accompany the application. 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.

IV - SCOPE OF WORK

A. Introduction

From the inception of the HUSKY program in 1998 until 2002, there was a significant investment of state dollars in outreach and enrollment activities. During that time enrollment steadily increased. Since 2002, state funded outreach efforts were reduced, and within the last year, HUSKY enrollment has declined incrementally. From June 2005 through August 2006 there were 18,000 fewer children enrolled in HUSKY, although there is no corresponding evidence that the availability of children's insurance through non-state subsidized programs increased.

On September 7, 2006, Governor M. Jodi Rell announced the availability of \$1 million in new money to fund outreach efforts to make potentially eligible families aware of the program and to assist them in applying for and renewing coverage. The Department of Social Services (DSS) is issuing this Request for Applications (RFAs) in order to distribute some of these monies to local and statewide organizations to implement outreach strategies to enroll and retain families in HUSKY.

Successful outreach is not a single activity, but a combination of strategies aimed at informing, educating and assisting individuals to take action. The Connecticut Department of Social Services has and will continue to reach out and collaborate with our partners and other state agencies, in providing HUSKY outreach to inform and educate the public about the availability of this federal and state-funded health program that provides comprehensive health coverage to Connecticut's children and families.

Through this RFA the Department seeks organizations or entities, coalitions and/or collaborations to design, implement and administer an outreach campaign that will promote public awareness and increase the enrollment of eligible children in the HUSKY program.

B. Develop a Plan of Outreach

The successful application shall include a plan of outreach that demonstrates an understanding of one or all of the targeted populations throughout the community, the regions and the State. The plan should include a demonstration on how the following activities would be conducted: (1) conducting activities to increase and retain the enrollment of eligible children in the HUSKY Plan (2) conferring with the Department's HUSKY Outreach Team, which includes the Regional Administrators and other Department staff in planning, preparing, and implementing the outreach program/campaign; (3) collecting quantitative and qualitative data in order to track and document the results of the outreach activities, (4) utilizing and distributing culturally and linguistically appropriate HUSKY informational goods, data, and/or information available from Covering Connecticut's Children and Families (CCKF) initiative and the Department to complement existing Department publications and materials; (5) informing targeted eligible persons, groups, and entities about the HUSKY Plan; and (6) reporting to the Department to demonstrate and ensure that outreach activities are effective and successful.

C. Targeted Populations

Targeted populations shall include parents of uninsured children, adolescents who do not have health insurance, and special populations of diverse cultural/ethnic backgrounds. Some of these special populations may not be reached by mainstream communications and outreach activities. The Department is seeking creative applications that identify populations in need of children's health insurance; and specify effective outreach approaches and activities to reach those populations. The applicants have the option of defining the target population in a variety of ways, such as: geographic location, ethnicity and age group.

D. Avenues of General Communication

Successful applications will include a variety of creative avenues of communication to effectively reach targeted populations about the HUSKY Plan and the need to obtain and maintain health insurance for uninsured children. Avenues of general communication may include, but not be limited to, special events, informational gatherings, literature, fliers, bulletins, graphics, local broadcast and cable TV, local news media and publications. To reach the targeted populations, the successful applicant shall communicate/collaborate with community service groups and entities, health service providers and organizations, congregations and clergy, schools and libraries and other stakeholders.

The Department will look favorably upon applicants who use innovative and effective outreach strategies to reach targeted populations. Since emphasis is on targeted populations, applicants should develop one-on-one strategies to reach these populations.

E. Data Collection and Reporting

Successful applications shall identify data that can be used to track, follow up on, evaluate, and document the efforts undertaken in the outreach campaign and the effect of those efforts on

program goals. Reports and documentation of activities and their effects on program goals must be submitted to the Department in accordance with an approved schedule.

V - INSTRUCTIONS FOR PREPARING RESPONSIVE APPLICATIONS

A. FORMAT

1. OVERVIEW

Applicants must adhere to the Department's Rules as established in the RFA for application content and format. The Department reserves the right to reject any or all applications for non-compliance.

2. BINDING OF APPLICATION

Each Applicant must submit an application in a format that will allow updated pages to be easily incorporated into the original application.

a. Copies Necessary:

The original and six (6) exact, legible copies of the Application must be submitted in sealed envelopes or sealed boxes clearly marked "HUSKY Outreach" by the response date and time specified in the Procurement Timetable in Section II C.

b. Electronic Copy

One electronic copy (CD-Rom or disk in Microsoft Word©) of the Application must be submitted with the required original and hard copies by the response date and time specified in the Procurement Timetable in Section II C. The Applicant is not obligated to include with the electronic submission, any of the required documents that cannot be converted to electronic format.

3. PAGE NUMBERS

Each page of the application must be numbered consecutively in Arabic numerals from the beginning of the application through all appended materials.

4. PAGE FORMAT

The standard format to be used throughout the application is as follows:

- Text shall be single-sided, on 8 1/2" x 11" paper in the "portrait" orientation;
- Text shall be single-spaced;
- The binding edge margin of all pages shall be a minimum of one and one half inches (1 1/2"); all other margins shall be 1";
- Graphics may have a "landscape" orientation, bound along the top (11") side; if oversize, graphics may have a maximum of one (1) fold;

- Graphics may have a smaller text spacing, pitch, and font size;
Resumes are considered to be Text not Graphics.

B. APPLICATION CONTENT – MINIMUM SUBMISSION REQUIREMENTS

Each section of the application must cross reference the appropriate section of the RFA that is being addressed. This will allow the Department to determine uniform compliance with specific RFA requirements. Each application must include the following information, or a statement as to why such information is not applicable, in the order specified below:

1. Applicant Identifying Information and Funding Request
 - a. full name and address of the applicant organization
 - b. federal taxpayer id number
 - c. name, title, telephone number, fax number and e-mail address of the individual with the authority to bind the organization to sign a contract with the Department;
 - d. name, title, telephone number, fax number and e-mail address of the organization's principal contact for information on this RFA; and
 - e. a statement of the application funding level.
2. A transmittal letter, limited to two (2) pages which addresses all of the factors outlined in Section III - F.
3. Signed copy of any and all acknowledgments of receipt of posted addenda to this RFA.
4. Table of Contents.
5. Signed copies of the Acceptance Statement (Appendix II) of all Mandatory Terms and Conditions (Appendix I), Workforce Analysis (Appendix III) Notification to Bidders (Appendix IV).
6. An affirmative action policy statement and narrative describing the Applicant's (and subcontractor) affirmative action activities for a two-year period.
7. A smoking policy statement, if the applicant is an employer subject to the provisions of Section 31-40q of the Connecticut General Statutes (See Appendix V).
8. A signed Certification Regarding Lobbying form (Appendix VI).
9. Certification Requirements for State Contracts (Appendix VII)

C. APPLICATION CONTENT - ORGANIZATIONAL CAPACITY

1. ORGANIZATIONAL QUALIFICATIONS

A brief (two (2) pages) summary of the applicant's overall qualifications to carry out a project of this nature and scope. This should include experience and success in designing and implementing an outreach campaign to similar populations. Applicants must provide written references from entities, which may include the State of Connecticut, for which the

Applicant has conducted equivalent projects. References must include the organization name, address, current telephone number, and a specific contact person. The Department expects to utilize these references in its evaluation process. Applicants for the \$50,000 level of funding must submit at least one (1) reference. Other funding levels require the submission of at least two (2) references. If a subcontractor is to be used, the qualifications should also include each subcontractor's qualifications.

This section must describe the background and experience of the Applicant's organization and subcontractors (if any) and include, at a minimum, details regarding:

- size
- resources,
- technological capabilities;
- experience relevant to the functions to be performed under this contract or recent contracts for similar services;
- experience with prior private sector campaigns;
- knowledge of public sector agencies and programs; and
- experience obtaining resources at minimal expense or through donations.

2. PROJECT STAFF

This section will include functional organization charts of the proposed project structure, with proposed personnel, job descriptions and resumes for all personnel

Resumes are limited to two (2) pages per person. Percentage of time dedicated to the project must be included for each person.

The resumes of personnel proposed will include:

- Experience with Applicant (or subcontractor);
- Relevant education experience and training;
- Names, positions, titles, and telephone numbers of persons who can give information on the individual's experience and competence;
- Languages spoken

Each project referenced in a resume should include both the customer, as well as a brief description of the individual's responsibility to the project.

D. APPLICATION CONTENT - PROJECT MANAGEMENT AND WORKPLAN

The Project Management and Workplan section must address each task in Section IV of this RFA, Scope of Work and include the following specific information:

1. Understanding Project

A presentation of the applicant's understanding of the project, identification of the targeted population and the proposed service delivery and management approach.

2. How Outreach Will Be Performed

A description of how the plan of outreach will be implemented, what problems need to be overcome, what function staff will perform, and what assistance will be needed from the Department, if any.

3. Project Timetable

A project timetable from beginning to end. Key dates and key events relative to the project are to be clearly shown.

4. Personnel and Tasks

A statement reflecting the relationship between specific personnel, for whom resumes have been submitted, and the specific tasks and assignment proposed to accomplish the scope of work.

5. Department Support

A statement specifying what type of support from the Department will be needed by the Applicant to carry out the project. Support includes, but is not limited to, Department staff time, Departmental reports or information required, or any other resource the contractor expects the Department to provide.

6. No Rewrites

The Department does not want a "rewrite" of the RFA requirements, since such an application demonstrates a lack of understanding of the project. It is expected that the Project Management portion of the application will outline how the plan of outreach will be executed.

E. APPLICATION CONTENT - SEPARATE BUSINESS (COST) SECTION

The Business material is to be presented in a separate section of the application that is clearly marked "Business Section".

No cost information or other financial information is to be included in any other portion of the application. Any application which fails to adhere to this requirement may be disqualified as non-responsive.

The Business Section must include the following:

1. BUSINESS SUMMARY

The Department has allocated three funding levels to provide outreach for the HUSKY program. These funds are to be used for educating and informing the general public concentrating on the target populations.

Appendix VIII to this RFA must be completed and submitted by each Applicant in the Business Section. While the Department is using Appendix VIII to determine the most cost effective application, actual contract payments will be based upon actual costs

incurred, and the number of targeted persons actually contacted, or any other mutually agreed upon payment method.

The total costs to be shown in Appendix VIII should be determined as follows:

- RESEARCH and OUTREACH ACTIVITIES - The estimated costs of the proposed research and outreach activities, exclusive of producing and publishing actual materials and goods, and the cost of each component. The total to be spent on these activities is to be shown in line 1 of Appendix VIII.
- PRODUCTION OF MATERIALS AND GOODS - The estimated total cost for producing complimentary printed, visible, audible, and other materials and goods. The total to be spent on these materials and goods is to be shown in line 2 of Appendix VIII.
- MATERIALS AND GOODS - The estimated total cost for developing materials and goods to compliment the materials prepared and provided by the Department, including the cost of distributing, mailing, displaying, and otherwise disseminating the materials and goods, or the information and data contained therein, to the targeted populations. The total to be spent in publishing materials and goods is to be shown in line 3 of Appendix VIII.
- OTHER OUTREACH ACTIVITIES - The estimated total costs for other outreach initiatives, by activity. The total to be spent on these activities is to be shown in line 4 of Appendix VIII.
- MONITORING, FOLLOWING-UP, AND EVALUATING - The estimated costs for monitoring, following-up on, and evaluating the results and consequences of the outreach, marketing, and publishing activities that will be components of the campaign. The total to be spent in monitoring, following-up on, and evaluating the activities is to be shown in line 5 of Appendix VIII.
- DOCUMENTING AND REPORTING - The estimated costs for establishing an information and data collection system and a reporting system that tracks, follows up on, evaluates, and documents the efforts undertaken in the outreach efforts and the effect of those efforts on program goals, as well as submitting reports on and documentation of activities and their effects on campaign goals to the department, the total to be shown in line 6 of Appendix VIII.

2. BUSINESS NARRATIVE

A narrative which explains and details the proposed costs is to be included in the Business Section. The narrative must include itemized estimates of costs for each component identified in Appendix VIII and based on the categories shown in the Scope of Work, Section IV, of this RFA. The category of staff to perform the duties must also be indicated. The Business Narrative is limited to five (5) pages.

3. FINANCIAL STATEMENTS

Financial statements (or acceptable alternative documentation) for the applicable legal entity (Applicant) must be provided for the last appropriate fiscal year.

4. SET-ASIDE FOR SMALL, MINORITY OR WOMEN'S BUSINESS ENTERPRISES

Section II - I of the RFA sets forth the Department's requirements for the Supplier Diversity program. This section of the Business (Cost) Application section should state the organization's qualification as a certified small, minority or women's business enterprise or their commitment to set aside a portion of this contract to a small, minority or women's business enterprise as a subcontractor or supplier of goods and services.

VI. APPLICATION EVALUATION

The successful Applicant will demonstrate ability in working with the targeted populations, success in developing and implementing outreach programs, and experience with existing relevant community resources. The successful Applicant also will demonstrate:

1. knowledge, experience, ability, and creativity in effective plans of outreach relative to the substance of this RFA;
2. the ability to collaborate effectively and creatively with Department staff, employers, clients, service providers, community based organizations, and related persons and entities to implement and meet the requirements of the project;
3. the ability to effectively serve and communicate with non-English speakers, people who live in poverty, and special needs populations;
4. knowledge, experience, and ability in utilizing an effective and creative variety of methods and avenues for outreach;
5. an ability to leverage other sources of funding, support, in-kind goods, in-kind labor, and in-kind services to fortify and augment the funds available to the Department; and
6. an ability to use the available funds effectively and cost-efficiently, within the purposes of the campaign and the campaign goals.

The Department will look favorably on Applicants who demonstrate the ability to utilize a variety of outreach methods and intervention strategies in dealing with a targeted population that might be resistant or otherwise unresponsive to an outreach campaign.

A. EVALUATION PROCESS

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

An Evaluation Team has been established to assist the Department in selection of Contractors. The Department reserves the right to alter the composition of this team. The Evaluation Team will be responsible for the review and scoring of all written applications (including supporting materials) and the recommendation of selected Applicants to the Commissioner of the Department.

The Department reserves the right to request that Applicants respond to questions from the Team regarding their application. The Department also reserves the right to request written documentation to support information provided in the application. Failure to respond to such requests can result in disqualification of the application.

Each application must meet the minimum requirements set forth in this RFA before a complete evaluation will be performed. The evaluation of applications will be conducted as follows:

1. Evaluation of Minimum Requirements – Sections V-A and V-B. If the requirements are met, then:
2. Evaluation of Organizational Capacity, Project Management and Workplan – Sections V-C and V-D. If the application has achieved 55% of the available points, then:
3. Evaluation of Business Section – Section V-E.
4. Ranking of Applications
5. Impact of Optional Interviews
6. Calculation of Final Scores
7. Presentation of recommendations to Commissioner

While cost is a consideration and is included in the evaluation criteria, the Department reserves the right to award this contract to the Applicant whose application is most advantageous to meeting the needs of the Department, cost and all factors considered.

The Commissioner will notify the selected Applicant that the organization has been awarded the right to negotiate a contract with the Department for this project. All Applicants will be notified by mail of the disposition of their application.

B. - EVALUATION OF MINIMUM REQUIREMENTS

The purpose of this phase is to determine if each application is sufficiently responsive to the minimum RFA requirements, including but not limited to the requirements set forth in Section V-A and V-B, to permit a complete evaluation of the Applications. Applications must comply with the instructions to Applicants contained throughout. Failure to comply with the instructions shall deem the application non-responsive and subject to rejection without further consideration. The Department reserves the right to waive minor irregularities.

The minimum requirements for an application to be given consideration are:

1. TRANSMITTAL LETTER

The application contains a transmittal letter as provided in Section III - F.

2. CLOSING DATE

The original application and required copies must have been received, as provided in Section III - D, before the closing of acceptance of applications.

3. COMPLIANCE

The application must comply with all of the requirements outlined in Section III.

4. MANDATORY CONDITIONS

RFA Mandatory Terms and Conditions (Appendix I) must be accepted by signing the Acceptance Statement (Appendix II).

5. OTHER

All other requirements as set forth in the RFA.

C. - EVALUATION OF THE ORGANIZATIONAL CAPACITY, PROJECT MANAGEMENT AND WORKPLAN – SECTIONS V-C AND V-D.

Only those applications passing the minimum requirements will receive further consideration. The Department reserves the right to reject any and all applications.

1. The Department will evaluate the experience, corporate and individual resources, and corporate qualifications of the Applicant and any subcontractor(s). The Department will determine to what extent the organization and its key personnel has the capability to take on the additional workload that would be generated by this contract and the Applicant's financial ability to undertake the contract. References will be checked.
2. The Project Management and Workplan for all tasks in the scope of work will be evaluated, including the organization, completeness, and logic of the proposed plan and the approach to monitoring and managing each project task and service delivery components.

D. - EVALUATION OF THE BUSINESS SECTION - SECTION V-E

The information in the Business Section will only be considered for Applicants who have met the minimum requirements of and achieved a minimum of 55% of the available points in the evaluation of the Organizational Capacity, Project Management and Workplan Sections.

The Business Section material will be examined to determine if it meets all minimum requirements, is consistent with the services proposed, and that calculations are accurate. Any Business Section that is incomplete or in which there are significant inconsistencies or inaccuracies may cause the entire application to be rejected by the Department. The Department reserves the right to reject all applications.

20% of the total possible points will be awarded to the Business Section.

E. - RANKING OF THE APPLICATIONS

After the applications have been scored by the Evaluation Team, the points awarded will be totaled to determine the ranking.

F. – IMPACT OF THE OPTIONAL INTERVIEWS

Following the ranking of the applications the Department may invite Applicants to an interview to discuss their Application. The purpose of the interview is to clarify the contents of an Application. Supplemental or new information is not permitted. An application’s score may only be reduced following an interview if the clarification/validation process resulted in an inconsistency from the information provided in the written application. Scores cannot be improved.

G. - APPLICATION ELEMENT WEIGHTING

Each application will be evaluated and assigned point scores for the following categories according to pre-established criteria in accordance with the approximate weighting as follows:

APPLICANT’S QUALIFICATIONS	
Organizational Capacity, Project Management and Workplan	
	80%
Business Section (including Set-aside plans	20%
TOTAL	100%

APPENDIX I

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:*

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 fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:

- (1) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A 100 of the Conn. Gen. Statutes or
- (2) 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 in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order 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 is 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

ACCEPTANCE STATEMENT

PROCUREMENT AND CONTRACTUAL AGREEMENTS

The terms and conditions contained in this Request for Application constitute a basis for this procurement. 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.

ACCEPTANCE STATEMENT

On behalf of _____, I, _____

agree to accept the Mandatory Terms and Conditions as set forth in the Department of Social Services' HUSKY Outreach Request for Application.

Signature

Title

**APPENDIX III
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: _____													

APPENDIX III

Workforce Analysis

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

[WFA 5/93]

**APPENDIX IV
NOTIFICATION TO BIDDERS**

The contract to be awarded in response to this RFP is subject to contract compliance requirements mandated by Section 4a-60 of the Connecticut General Statutes, and when the awarding agency is the State, Section 46a-71(d) of the Connecticut General Statutes. Contract Compliance Regulations codified at Section 4a-60 et. seq. of the Regulations of the Connecticut State Agencies establish a procedure for the awarding of all contracts covered by Section 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 4-114a-3(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance regulations has an obligation to “aggressively solicit participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock or assets belong to a person or persons: “(1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans..(2) Hispanic Americans..(3) Women..(4) Asian Pacific Americans and Pacific Islanders; or (5) American Indians” The above definitions apply to the contract compliance requirements by virtue of Section 4-114a (10) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

1. The bidder’s success in implementing an affirmative action plan;
2. The bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Regulations of Connecticut State Agencies, inclusive;
3. The bidder’s promise to develop and implement an affirmative action plan;
4. The bidder’s submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market;
5. The bidder’s promise to set aside a portion of the contract for legitimate minority businesses. See section 4-114a3 (10) of the Contract Compliance Regulations.

INSTRUCTION TO THE BIDDER: The Bidder must sign the acknowledgement below and return it to the Awarding Agency along with the bid proposal. Retain a signed copy in your files.

The undersigned acknowledges receiving and reading a copy of the “Notification to Bidders” form:

Signature

Date

On Behalf of:

Organization Name _____ Address _____

APPENDIX V
CONNECTICUT GENERAL STATUTES
SECTION 31-40q

Sec. 31-40q. Smoking in the workplace: Definitions; employers to establish nonsmoking areas; exemptions. (a) As used in this section:

(1) "Person" means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives or any organized group of persons.

(2) "Employer" means a person engaged in business that has employees, including the state and any political subdivision thereof.

(3) "Employee" means any person engaged in service to an employer in the business of his employer.

(4) "Business facility" means a structurally enclosed location or portion thereof at which twenty or more employees perform services for their employer.

(5) "Smoking" means the burning of a lighted cigar, cigarette, pipe or any other matter or substance that contains tobacco.

(b) Each employer shall establish one or more work areas, sufficient to accommodate nonsmokers who request to utilize such an area, within each business facility under its control, where smoking is prohibited. The employer shall clearly designate the existence and boundaries of each nonsmoking area by posting signs that can be readily seen by employees and visitors. In the areas within the business facility where smoking is permitted, existing physical barriers and ventilation systems shall be used to the extent practicable to minimize the effect of smoking in adjacent nonsmoking areas. Nothing in this section may be construed to prohibit an employer from designating an entire business facility as a nonsmoking area.

(c) The Labor Commissioner may exempt any employer from the provisions of this section if the Commissioner finds that (1) the employer made a good faith effort to comply with the provisions of this section and (2) any further requirement to so comply would constitute an unreasonable financial burden on the employer.

(P.A. 83-268; P.A. 87-149, S.1, 3; P.A. 91-94; P.A. 95-79, S. 109, 189.)

History: P.A. 87-149 amended Subsec. (b) to require employers to establish sufficient nonsmoking areas in business facilities and added Subsec. (c) to enable the labor Commissioner to exempt certain employers from compliance with those requirements, effective April 1, 1988; P.A. 91-94 amended Subsec. (a) by reducing the minimum number of employees from fifty to twenty in Subdiv. (4); P.A. 95-79 amended Subsec. (a) to redefine "person" to include limited liability companies, effective May 31, 1995.

Cited. 24C. 666,672-674.

Subsec. (b):
Cited. 224C. 666, 674.

**APPENDIX VI
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 or 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) at 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 than \$100,000 for each such failure.

SIGNATURE

TYPED NAME & TITLE

FIRM/ORGANIZATION

DATE

STATE OF CONNECTICUT
Gift Certification

Gift certification to accompany State Contracts with a value of \$50,000 or more in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 4-252, and Governor M. Jodi Rell's Executive Order No. 7C, para. 10.

I, Type/Print Name, Title and Name of Firm or Corporation, am authorized to execute the attached contract on behalf of the Name of Firm or Corporation (the "Contractor"). I hereby certify that between mm/dd/yy (planning date) and mm/dd/yy (date of the execution of the attached contract) that neither myself, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation of this contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the contracting state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract (if applicable) or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the state agency or quasi-public agency executing this contract, except the gifts listed below:

<u>Name of Benefactor</u> <u>Date of Gift</u>	<u>Name of recipient</u>	<u>Gift Description</u>	<u>Value</u>
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List information here

Further, neither I nor any principals or key personnel of the Contractor, nor any agent of the above, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, the Contractor made its bid or proposal without fraud or collusion with any person.
Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature
Sworn and subscribed before me on this _____ day of _____, 200__

Date

Commissioner of the Superior Court/Notary Public

STATE OF CONNECTICUT

Campaign Contribution Affidavit
(Bid or Proposal)

Campaign contribution affidavit to accompany bids or proposals for Large State Contracts (having a total cost to the State of more than \$50,000), pursuant to Governor M. Jodi Rell's Executive Order No. 1, para 8. and Conn. Gen. Stat. § 4-250

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that during the two-year period preceding the submission of this bid or proposal, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-333b, except as listed below:

<u>Contributor</u>	<u>Recipient</u>	<u>Amount/Value</u>	<u>Date of Contribution</u>
<u>Contribution Description</u>			

List information here

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature

Date

Sworn and subscribed before me on this _____ day of _____, 200__

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT
Consulting Agreement Affidavit

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.

This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

Yes No Is the Consultant a former state employee or public official?

If yes, provide the following information about the former state employee or public official:

- Former Agency:
- Date Such Employment Terminated:

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature

Date

Sworn and subscribed before me on this _____ day of _____, 200__

Commissioner of the Superior Court/Notary Public

**APPENDIX VIII
HUSKY OUTREACH RFA
BUSINESS SUMMARY INFORMATION**

APPLICATION FOR FUNDING LEVEL:

- \$50,000.00
- \$75,000.00
- \$125,000.00

Research and outreach	\$
Production of materials and goods	\$
Development and Distribution of materials and goods	\$
Other outreach initiatives	\$
Monitoring, following up, evaluation	\$
Documenting and reporting	\$
Other related costs	\$
TOTAL:	\$

ALL COSTS REPRESENTED ABOVE SHALL BE EXPLAINED IN DETAIL IN THE BUSINESS NARRATIVE.

Change in HUSKY Enrollment of Children Northern Region

Town	Enrollment Jun-05	Enrollment Jul-06	Change Jun-05 to Jul-06	% Change Jun-05 to Jul-06
Hartford	25,340	22,943	-2,397	-9.46%
New Britain	10,056	9,496	-560	-5.57%
Manchester	4,020	3,654	-366	-9.10%
East Hartford	5,259	4,900	-359	-6.83%
Bristol	3,896	3,552	-344	-8.83%
Killingly	1,721	1,440	-281	-16.33%
West Hartford	1,923	1,699	-224	-11.65%
Windham	3,251	3,027	-224	-6.89%
Enfield	2,051	1,856	-195	-9.51%
Windsor	1,366	1,183	-183	-13.40%
Bloomfield	1,217	1,056	-161	-13.23%
Southington	1,251	1,109	-142	-11.35%
Plymouth	670	549	-121	-18.06%
Vernon	1,747	1,626	-121	-6.93%
Wethersfield	696	585	-111	-15.95%
Newington	887	787	-109	-11.27%
East Windsor	629	542	-87	-13.83%
Plainville	778	694	-84	-10.80%
Putnam	761	687	-74	-9.72%
Coventry	436	378	-58	-13.30%
Hebron	213	157	-56	-26.29%
Ellington	299	248	-51	-17.06%
Berlin	390	340	-50	-12.82%
Ashford	252	202	-50	-19.84%
Plainfield	1,162	1,114	-48	-4.13%
Thompson	442	397	-45	-10.18%
Windsor Locks	573	531	-42	-7.33%
Mansfield	456	414	-42	-9.21%
Canton	182	141	-41	-22.53%
Marlborough	140	100	-40	-28.57%
South Windsor	485	446	-39	-8.04%
East Granby	128	94	-34	-26.56%
Stafford	580	546	-34	-5.86%
Burlington	147	114	-33	-22.45%
Woodstock	233	202	-31	-13.30%
Pomfret	154	127	-27	-17.53%
Suffield	249	225	-313	-9.64%
Glastonbury	539	515	-24	-4.45%
Avon	180	157	-23	-12.78%
Canterbury	228	209	-19	-8.33%
Tolland	231	213	-18	-7.79%
Chaplin	113	103	-10	-8.85%
Andover	91	84	-7	-7.69%
Willington	176	169	-7	-3.98%
Granby	147	142	-5	-3.40%
Somers	179	176	-3	-1.68%
Union	16	14	-2	-12.50%
Rocky Hill	300	299	-1	-0.33%
Farmington	438	438	0	0.00%
Eastford	33	34	1	3.03%

Scotland	60	62	2	3.33%
Sterling	189	192	3	1.59%
Hampton	98	101	3	3.06%
Simsbury	276	291	15	5.43%
Columbia	137	153	16	11.68%
Brooklyn	226	249	23	10.18%
Bolton	103	127	24	23.30%
Northern Region	77,800	70,889	-6,911	-8.88%

Change in HUSKY Enrollment of Children Southern Region

Town	Enrollment Jun-05	Enrollment Jul-06	Change Jun-05 to Jul-06	% Change Jun-05 to Jul-06
New Haven	19,761	18,227	-1,534	-7.76%
Meriden	6,635	5,944	-691	-10.41%
West Haven	4,964	4,537	-427	-8.60%
Middletown	2,943	2,600	-343	-11.65%
Norwich	3,778	3,465	-313	-8.28%
Milford	1,763	1,550	-213	-12.08%
Groton	1,849	1,649	-200	-10.82%
New London	3,460	3,278	-182	-5.26%
Hamden	2,715	2,575	-140	-5.16%
Derby	968	840	-128	-13.22%
Brandford	883	763	-120	-13.59%
Ansonia	1,879	1,768	-111	-5.91%
East Haven	1,695	1,586	-109	-6.43%
Wallingford	1,379	1,277	-102	-7.40%
Stonington	818	725	-93	-11.37%
Montville	814	722	-92	-11.30%
Clinton	427	350	-77	-18.03%
Madison	266	192	-74	-27.82%
East Hampton	370	298	-72	-19.46%
Ledyard	558	492	-66	-11.83%
Shelton	1,088	1,025	-63	-5.79%
Griswold	750	687	-63	-8.40%
Old Saybrook	310	249	-61	-19.68%
Cromwell	419	364	-55	-13.13%
Sprague	235	182	-53	-22.55%
Guilford	356	305	-51	-14.33%
East Haddam	239	190	-49	-20.50%
Deep River	258	214	-44	-17.05%
Lebanon	280	243	-37	-13.21%
North Haven	550	514	-36	-6.55%
Lisbon	180	145	-35	-19.44%
Colchester	588	555	-33	-5.61%
Chester	103	72	-31	-30.10%
Durham	168	140	-28	-16.67%
Seymour	629	603	-26	-4.13%
East Lyme	441	415	-26	-5.90%
Portland	309	285	-24	-7.77%
North Brandford	355	332	-23	-6.48%
North Stonington	220	197	-23	-10.45%
Haddam	172	153	-19	-11.05%
Old Lyme	125	108	-17	-13.60%
Westbrook	190	173	-17	-8.95%
Preston	162	146	-16	-9.88%
Bozrah	91	76	-15	-16.48%
Salem	108	95	-13	-12.04%
Essex	142	130	-12	-8.45%
Orange	177	168	-9	-5.08%
Killingsworth	107	98	-9	-8.41%
Franklin	47	38	-9	-19.15%
Bethany	69	61	-8	-11.59%

Change in HUSKY Enrollment of Children Southern Region

Town	Enrollment Jun-05	Enrollment Jul-06	Change Jun-05 to Jul-06	% Change Jun-05 to Jul-06
Lyme	41	36	-5	-12.20%
Woodbridge	92	90	-2	-2.17%
Voluntown	103	111	8	7.77%
Waterford	669	677	8	1.20%
Middlefield	62	78	16	25.81%
Southern Region	67,760	61,793	-5,967	-8.81%

Change in Husky Enrollments Western Region

Town	Enrollment Jun-05	Enrollment Jul-06	Change Jun-05 to Jul-06	% Change Jun-05 to Jul-06
Bridgeport	21,517	19,350	-2,167	-10.07%
Stamford	6,620	5,642	-978	-14.77%
Waterbury	16,639	15,730	-909	-5.46%
Norwalk	4,636	4,127	-509	-10.98%
Stratford	2,585	2,250	-335	-12.96%
Naugatuck	2,076	1,808	-268	-12.91%
Danbury	4,798	4,559	-239	-4.98%
Torrington	2,649	2,435	-214	-8.08%
Trumbull	583	474	-109	-18.70%
Winchester	890	798	-92	-10.34%
Fairfield	793	707	-86	-10.84%
Watertown	729	655	-74	-10.15%
Wolcott	568	495	-73	-12.85%
Greenwich	901	832	-69	-7.66%
New Fairfield	330	265	-65	-19.70%
Litchfield	364	299	-65	-17.86%
Newtown	416	358	-58	-13.94%
Cheshire	387	330	-57	-14.73%
Beacon Falls	196	141	-55	-28.06%
New Milford	912	859	-53	-5.81%
Thomaston	324	271	-53	-16.36%
Southbury	231	180	-51	-22.08%
Oxford	298	249	-49	-16.44%
Bethel	573	526	-47	-8.20%
Morris	95	57	-38	-40.00%
Wilton	78	41	-37	-47.44%
Woodbury	221	194	-27	-12.22%
Ridgefield	166	140	-26	-15.66%
Kent	108	82	-26	-24.07%
New Canaan	92	67	-25	-27.17%
Prospect	224	199	-25	-11.16%
Brookfield	274	250	-24	-8.76%
Middlebury	107	85	-22	-20.56%
Washington	128	107	-21	-16.41%
North Canaan	192	172	-20	-10.42%
Redding	82	67	-15	-18.29%
New Hartford	151	136	-15	-9.93%
Roxbury	38	23	-15	-39.47%
Salisbury	118	103	-15	-12.71%
Goshen	75	61	-14	-18.67%
Norfolk	69	55	-14	-20.29%
Westport	172	160	-12	-6.98%
Bethlehem	106	96	-10	-9.43%
Sharon	98	90	-8	-8.16%
Cornwall	58	51	-7	-12.07%
Sherman	90	84	-6	-6.67%
Monroe	302	297	-5	-1.66%
Colebrook	24	19	-5	-20.83%
Canaan	66	62	-4	-6.06%
Hartland	51	48	-3	-5.88%

Barkhamstead	122	121	-1	-0.82%
Easton	53	53	0	0.00%
Bridgewater	32	32	0	0.00%
Darien	92	93	1	1.09%
Warren	26	27	1	3.85%
Weston	22	24	2	9.09%
Harwington	117	125	8	6.84%
Western Region	73,664	66,561	-7,103	-9.64%

Change in HUSKY Enrollment of Children All Regions

Town	Enrollment Jun-05	Enrollment Jul-06	Change Jun-05 to Jul-06	% Change Jun-05 to Jul-06
Andover	91	84	-7	-7.69%
Ansonia	1,879	1,768	-111	-5.91%
Ashford	252	202	-50	-19.84%
Avon	180	157	-23	-12.78%
Barkhamstead	122	121	-1	-0.82%
Beacon Falls	196	141	-55	-28.06%
Berlin	390	340	-50	-12.82%
Bethany	69	61	-8	-11.59%
Bethel	573	526	-47	-8.20%
Bethlehem	106	96	-10	-9.43%
Bloomfield	1,217	1,056	-161	-13.23%
Bolton	103	127	24	23.30%
Bozrah	91	76	-15	-16.48%
Brandford	883	763	-120	-13.59%
Bridgeport	21,517	19,350	-2,167	-10.07%
Bridgewater	32	32	0	0.00%
Bristol	3,896	3,552	-344	-8.83%
Brookfield	274	250	-24	-8.76%
Brooklyn	226	249	23	10.18%
Burlington	147	114	-33	-22.45%
Canaan	66	62	-4	-6.06%
Canterbury	228	209	-19	-8.33%
Canton	182	141	-41	-22.53%
Chaplin	113	103	-10	-8.85%
Cheshire	387	330	-57	-14.73%
Chester	103	72	-31	-30.10%
Clinton	427	350	-77	-18.03%
Colchester	588	555	-33	-5.61%
Colebrook	24	19	-5	-20.83%
Columbia	137	153	16	11.68%
Cornwall	58	51	-7	-12.07%
Coventry	436	378	-58	-13.30%
Cromwell	419	364	-55	-13.13%
Danbury	4,798	4,559	-239	-4.98%
Darien	92	93	1	1.09%
Deep River	258	214	-44	-17.05%
Derby	968	840	-128	-13.22%
Durham	168	140	-28	-16.67%
East Granby	128	94	-34	-26.56%
East Haddam	239	190	-49	-20.50%
East Hampton	370	298	-72	-19.46%
East Hartford	5,259	4,900	-359	-6.83%
East Haven	1,695	1,586	-109	-6.43%
East Lyme	441	415	-26	-5.90%
East Windsor	629	542	-87	-13.83%
Eastford	33	34	1	3.03%
Easton	53	53	0	0.00%
Ellington	299	248	-51	-17.06%
Enfield	2,051	1,856	-195	-9.51%
Essex	142	130	-12	-8.45%

Fairfield	793	707	-86	-10.84%
Farmington	438	438	0	0.00%
Franklin	47	38	-9	-19.15%
Glastonbury	539	515	-24	-4.45%
Goshen	75	61	-14	-18.67%
Granby	147	142	-5	-3.40%
Greenwich	901	832	-69	-7.66%
Griswold	750	687	-63	-8.40%
Groton	1,849	1,649	-200	-10.82%
Guilford	356	305	-51	-14.33%
Haddam	172	153	-19	-11.05%
Hamden	2,715	2,575	-140	-5.16%
Hampton	98	101	3	3.06%
Hartford	25,340	22,943	-2,397	-9.46%
Hartland	51	48	-3	-5.88%
Harwington	117	125	8	6.84%
Hebron	213	157	-56	-26.29%
Kent	108	82	-26	-24.07%
Killingly	1,721	1,440	-281	-16.33%
Killingsworth	107	98	-9	-8.41%
Lebanon	280	243	-37	-13.21%
Ledyard	558	492	-66	-11.83%
Lisbon	180	145	-35	-19.44%
Litchfield	364	299	-65	-17.86%
Lyme	41	36	-5	-12.20%
Madison	266	192	-74	-27.82%
Manchester	4,020	3,654	-366	-9.10%
Mansfield	456	414	-42	-9.21%
Marlborough	140	100	-40	-28.57%
Meriden	6,635	5,944	-691	-10.41%
Middlebury	107	85	-22	-20.56%
Middlefield	62	78	16	25.81%
Middletown	2,943	2,600	-343	-11.65%
Milford	1,763	1,550	-213	-12.08%
Monroe	302	297	-5	-1.66%
Montville	814	722	-92	-11.30%
Morris	95	57	-38	-40.00%
Naugatuck	2,076	1,808	-268	-12.91%
New Britain	10,056	9,496	-560	-5.57%
New Canaan	92	67	-25	-27.17%
New Fairfield	330	265	-65	-19.70%
New Hartford	151	136	-15	-9.93%
New Haven	19,761	18,227	-1,534	-7.76%
New London	3,460	3,278	-182	-5.26%
New Milford	912	859	-53	-5.81%
Newington	887	787	-100	-11.27%
Newtown	416	358	-58	-13.94%
Norfolk	69	55	-14	-20.29%
North Brandford	355	332	-23	-6.48%
North Canaan	192	172	-20	-10.42%
North Haven	550	514	-36	-6.55%
North Stonington	220	197	-23	-10.45%

Norwalk	4,636	4,127	-509	-10.98%
Norwich	3,778	3,465	-313	-8.28%
Old Lyme	125	108	-17	-13.60%
Old Saybrook	310	249	-61	-19.68%
Orange	177	168	-9	-5.08%
Oxford	298	249	-49	-16.44%
Plainfield	1,162	1,114	-48	-4.13%
Plainville	778	694	-84	-10.80%
Plymouth	670	549	-121	-18.06%
Pomfret	154	127	-27	-17.53%
Portland	309	285	-24	-7.77%
Preston	162	146	-16	-9.88%
Prospect	224	199	-25	-11.16%
Putnam	761	687	-74	-9.72%
Redding	82	67	-15	-18.29%
Ridgefield	166	140	-26	-15.66%
Rocky Hill	300	299	-1	-0.33%
Roxbury	38	23	-15	-39.47%
Salem	108	95	-13	-12.04%
Salisbury	118	103	-15	-12.71%
Scotland	60	62	2	3.33%
Seymour	629	603	-26	-4.13%
Sharon	98	90	-8	-8.16%
Shelton	1,088	1,025	-63	-5.79%
Sherman	90	84	-6	-6.67%
Simsbury	276	291	15	5.43%
Somers	179	176	-3	-1.68%
South Windsor	485	446	-39	-8.04%
Southbury	231	180	-51	-22.08%
Southington	1,251	1,109	-142	-11.35%
Sprague	235	182	-53	-22.55%
Stafford	580	546	-34	-5.86%
Stamford	6,620	5,642	-978	-14.77%
Sterling	189	192	3	1.59%
Stonington	818	725	-93	-11.37%
Stratford	2,585	2,250	-335	-12.96%
Suffield	249	225	-24	-9.64%
Thomaston	324	271	-53	-16.36%
Thompson	442	397	-45	-10.18%
Tolland	231	213	-18	-7.79%
Torrington	2,649	2,435	-214	-8.08%
Trumbull	583	474	-109	-18.70%
Union	16	14	-2	-12.50%
Vernon	1,747	1,626	-121	-6.93%
Voluntown	103	111	8	7.77%
Wallingford	1,379	1,277	-102	-7.40%
Warren	26	27	1	3.85%
Washington	128	107	-21	-16.41%
Waterbury	16,639	15,730	-909	-5.46%
Waterford	669	677	8	1.20%
Watertown	729	655	-74	-10.15%
West Hartford	1,923	1,699	-224	-11.65%

West Haven	4,964	4,537	-427	-8.60%
Westbrook	190	173	-17	-8.95%
Weston	22	24	2	9.09%
Westport	172	160	-12	-6.98%
Wethersfield	696	585	-111	-15.95%
Willington	176	169	-7	-3.98%
Wilton	78	41	-37	-47.44%
Winchester	890	798	-92	-10.34%
Windham	3,251	3,027	-224	-6.89%
Windsor	1,366	1,183	-183	-13.40%
Windsor Locks	573	531	-42	-7.33%
Wolcott	568	495	-73	-12.85%
Woodbridge	92	90	-2	-2.17%
Woodbury	221	194	-27	-12.22%
Woodstock	233	202	-31	-13.30%
All Regions	219,224	199,243	-19,981	-9.11%

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Census Bureau reports increase in CT poverty and uninsured rates despite improving economy

State group calls on CT Congressional delegation to reject federal estate tax cut that could result in further cuts for poor and uninsured

Findings released today from two national surveys by the U.S. Census Bureau reveal that over the past five years, an increasing number of Connecticut residents are in poverty and without health insurance. The findings are released as Congress plans in September to consider legislation that would further reduce taxes paid by the wealthiest Americans, including a dramatic cut in the tax paid on multi-million dollar estates. Connecticut Voices for Children, a research and public policy organization, called on the state's Congressional delegation to reject the proposed repeal of the federal estate tax, as well as the Bush administration's proposed cuts in federal funding for programs that help families in poverty-wage jobs better afford child care, heating costs, and other basic needs.

Census data from the Current Population Survey (CPS) show that, in 2005, 9.3% of Connecticut residents (326,000) had incomes under the Federal Poverty Level (\$19,961 for a family of four). For the two-year period of 2004-05, the poverty rate increased significantly from 7.5% in 2000/2001 to 9.7% in 2004-2005. This increase occurred despite the state's recent economic recovery.

In 2005, 12.4% of Connecticut children under 18 (103,000 children) lived in families with incomes under the Federal Poverty Level, a slight, but not statistically significant increase from the levels of recent years despite the state's economic recovery. Further, the 2005 Connecticut child poverty estimate represents no progress over the 1990 child poverty rate of 10.4%, despite record-low unemployment in the 1990s, ten straight years of growth in productivity in Connecticut's economy, and an aggressive 10-year effort to move welfare recipients into the workforce.

"In the nation's wealthiest state, parents who are working full-time should have sufficient income to afford decent housing, a good education, quality child care, and health care for their children" said Shelley Geballe, President of Connecticut Voices for Children. "Yet the thousands of Connecticut parents who work at jobs that pay poverty-level wages or that don't

offer health insurance benefits find that -- no matter how hard they work -- there's never enough income to make ends meet."

In addition, the Census Bureau reported that 11.3% (394,000) of Connecticut residents in 2005 were without health insurance coverage for the entire previous 12-month period. For the two-year period of 2004-05, the percentage of uninsured residents increased significantly from 10% in 2000/2001 to 11.3% in 2004-2005. This increase occurred despite the state's recent economic recovery.

In 2005, among Connecticut children under 18, 8.2% (68,000 children) were uninsured for the entire year, unchanged from the recent years, despite signs of an improving Connecticut economy. In Connecticut, 76.4% of residents were covered by employer-based or privately-purchased insurance in 2005.

In a troubling trend, while uninsured rates have stagnated, enrollment in the state's HUSKY health insurance program has dropped precipitously since June 2005, with 25,000 fewer residents enrolled in August 2006. Most of this drop was among children, with 18,000 fewer children enrolled. This decline appears to be due primarily to increased complexity in enrolling and confusion about the frequent program changes made by state lawmakers, as well as the elimination of state-funded HUSKY outreach to let uninsured, eligible parents and children know how to enroll. (Recently, the state legislature and Governor restored a more simplified application process; however, the impact of this welcome change may be undermined by new federal documentation requirements.)

Nationally, 15.9% of Americans were uninsured in 2005 (46.6 million), an increase over the 2004 rate (15.6%). Eight in ten uninsured Americans come from working families, according to the Kaiser Family Foundation, and 81% of uninsured workers are employed by firms that do not offer health benefits or are not eligible for their employer's plan.

"We know how to make the HUSKY program more accessible to uninsured families," said Sharon Langer, Senior Policy Fellow at CT Voices for Children. "Make the application process user-friendly and get the word out in every community of the state that HUSKY is there to help all Connecticut children who need health insurance."

For the first time, the American Community Survey provided poverty, median income, and other estimates for several Connecticut cities, as well as for counties and Congressional districts. The proportion of people living in poverty varied across Connecticut's cities: Bridgeport (17.9%), Danbury (11.4%), Hartford (32%), New Britain (18.8%), New Haven (27.2%), Norwalk (8.1%), Stamford (8.7%), and Waterbury (18%). The percentage of children under 18 in poverty in Connecticut cities was also reported: Bridgeport (27.3%), Danbury (8.2%), Hartford (42.5%), New Britain (30.3%), New Haven (39.8%), Norwalk (13.2%), Stamford (12.1%), and Waterbury (26.8%).

These new Census data are released as Congress is expected to once again consider a repeal of the federal estate tax as early as the second week in September. Repeal, which would benefit only the very wealthiest Americans, is being considered even as the Bush administration has

proposed severe reductions in federal funding for programs that effectively help low-income families, including energy assistance (\$40.1 million cut to Connecticut), child care (\$7.1 million cut), K-12 education (\$82.4 million cut), and Community Development Block Grants (\$61 million cut). (All cuts over 5 years.) Connecticut ranks 14th hardest hit among all states in the President's budget proposal (inflation-adjusted per capita cut in federal funding). Connecticut Voices for Children coordinates a diverse coalition of dozens of organizations in the state that have called on Connecticut's Congressional delegation to:

- Support a balanced approach to federal deficit reduction that includes retaining the federal estate tax and reversing tax cuts for the wealthiest Americans, rather than only cutting federal funding for programs that help the most vulnerable.
- Oppose the program changes and funding cuts proposed by President Bush that would fall most heavily on low-income children and their families, and other vulnerable populations.
- Protect federal funding for energy assistance, child care, and K-12 education programs that have proven track records of promoting the health and well-being of hundreds of thousands of Connecticut residents.

“Congressional leadership and the Bush administration are increasing our national debt and shifting the burden of repayment onto our poorest residents and our children and grandchildren in order to give tax cuts to the very wealthiest Americans,” said Ellen Scalettar, Senior Policy Fellow at CT Voices for Children. “Today’s findings remind us again that the rising tide of today’s economy is *not* lifting all boats. We call on our elected officials to make reducing poverty and increasing access to health care higher priorities and to resist tax cuts for the very wealthy and spending cuts for the poor that exacerbate inequality”

As one would expect from the one of the wealthiest states in the nation, Connecticut's child poverty rate compares favorably to national estimates. Nationally, 17.6% of children and 12.6% of all Americans were under the federal poverty level in 2005.

“Though some might say that having 12% of kids living in poverty isn't that bad, we can't be complacent. In this fiercely competitive global economy, Connecticut can't afford to 'bench' 12% of its farm team with the many challenges inherent in growing up poor. Connecticut has the means to provide *all* its children with the tools necessary to reach their full potential. The question is whether it has the wisdom and political will,” commented Shelley Geballe, President of CT Voices for Children.

National and state-level data on poverty, income, and health insurance coverage are available on the U.S. Census Web site at www.census.gov. **(See attached data tables for more state and local data and visit www.ctkidslink.org/census.html for links to additional city, county, and Congressional district Census data.)**

Connecticut Voices for Children is a statewide, research and policy organization that works at the state and federal levels to advance strategic public investment and wise public policies to benefit our state's children, youth and families. (www.ctkidslink.org).

Data notes: Data are drawn from the Current Population Survey (CPS) and American Community Survey (ACS). Because the surveys use different methodologies, ACS data should not be compared to CPS data. When looking at change in poverty or health insurance coverage over time, the Census Bureau considers two-year average rates more reliable, particularly in a small state like Connecticut.

-END-



**Poverty, Income & Health Insurance in Connecticut:
Summary of 2005 U.S. Census Data**

August 29, 2006

Poverty & Income – Connecticut & Nation – 2005 & 2004

Poverty/income indicator & data source	Connecticut 2005 % and #	Connecticut 2004 % and #	United States 2005 % and #	United States 2004 % and #
Persons with income less than Federal Poverty Level (CPS)	9.3% (326,000)	10.0% (348,000)	12.6% (36,950,000) no significant change	12.7% (36,997,000)
Children under 18 with income under FPL (CPS)	12.4% (103,000)	12.2% (102,000)	17.6% (12,896,000) no significant change	17.8% (13,027,000)
Median household income in 2005 dollars (CPS)	one-year estimate not avail. (see 2-yr below)	\$57,242	\$46,326 significant increase (1.1%)	\$45,873

Data from the U.S. Census Current Population Survey (CPS). For CT data, statistical significance of one-year change not calculated due to small sample size of the CPS.

Change Over Time in Poverty & Income – Connecticut

Poverty/income indicator & data source	Connecticut 2004/2005 Average % and #	Connecticut 2003/2004 Average %	Connecticut 2000/2001 Average %
Persons with income less than Federal Poverty Level (CPS)	9.7% significant increase from 2000/2001	9.1%	7.5%
Children under 18 with income under FPL (CPS)	12.3%	11.2%	9.3%
Median household income in 2005 dollars (CPS)	\$56,889	\$57,636	\$57,853

Data from the U.S. Census Current Population Survey (CPS). Percent of children in poverty for 2004-2005 calculated by CT Voices for Children. Statistical significance of change in persons in poverty for 2004-2005 calculated with assistance from Coalition on Human Needs (chn.org). Unless specifically noted, there were no statistically significant changes.

Poverty & Income – Connecticut Cities - 2005

City	Persons with income less than Federal Poverty Level (ACS)	Children under 18 in families with income under FPL (ACS)	Median household income in 2005 dollars (ACS)
Bridgeport	17.9%	27.3%	\$36,976
Danbury	11.4%	8.2%	\$55,881
Hartford	32.0%	42.5%	\$26,032
New Britain	18.8%	30.3%	\$39,303
New Haven	27.2%	39.8%	\$30,603
Norwalk	8.1%	13.2%	\$65,741
Stamford	8.7%	12.1%	\$66,638
Waterbury	18.0%	26.8%	\$36,120

Data from the U.S. American Community Survey (ACS). No previous city-level data available from ACS. Numbers of people under poverty not available from ACS summary – only percentages.

Poverty & Income – Connecticut Counties - 2005

County	Persons with income less than Federal Poverty Level (ACS)	Children under 18 with income under FPL (ACS)	Median household income in 2005 dollars (ACS)
Fairfield	7.3%	8.8%	\$71,633
Hartford	9.4%	13.3%	\$57,939
Litchfield	4.0%	2.3%	\$65,544
Middlesex	5.5%	8.0%	\$70,821
New Haven	11.2%	17.7%	\$53,591

New London	5.5%	7.7%	\$59,268
Tolland	5.5%	4.9%	\$73,919
Windham	8.5%	12.7%	\$47,684

Data from the U.S. American Community Survey (ACS). Numbers of people under poverty not available from ACS summary – only percentages.

Poverty & Income – Connecticut Congressional Districts - 2005

Congressional District	Persons with income less than Federal Poverty Level (ACS)	Children under 18 with income under FPL (ACS)	Median household income in 2005 dollars (ACS)
1 st Congressional District (Rep. Larson)	9.6%	14.0%	\$57,981
2 nd Congressional District (Rep. Simmons)	5.5%	7.5%	\$63,097
3 rd Congressional District (Rep. DeLauro)	10.2%	14.2%	\$54,933
4 th Congressional District (Rep. Shays)	7.5%	10.3%	\$74,504
5 th Congressional District (Rep. Johnson)	8.8%	12.2%	\$57,666

Data from the U.S. American Community Survey (ACS). Numbers of people under poverty not available from ACS summary – only percentages.

Health Insurance - Connecticut & Nation – 2005 & 2004

Uninsured indicator & data source	Connecticut 2005 % and #	Connecticut 2004 % and #	United States 2005 % and #	United States 2004 % and #
Children uninsured, entire previous 12 months (CPS)	8.2% (68,000)	8.5% (71,000)	11.2% (8.3 million) significant increase	10.8% (7.9 million)
Persons uninsured, previous 12 months (CPS)	11.3% (394,000)	11.6% (407,000)	15.9% (46.6 million) significant increase	15.6% (45.3 million)

Data from the U.S. Census Current Population Survey (CPS). Unless specifically noted, there were no statistically significant changes. Census news release says 15.6% and 45.3 million of all U.S. residents uninsured, but CPS health insurance data page indicates 15.7% and 45.8 million. Also, the CPS health insurance page indicates 11.2% and 8.3 million children were uninsured. (www.pubdb3.census.gov/macro/032005/health/h05_000.htm).

Change Over Time in Health Insurance – Connecticut

Uninsured indicator & data source	Connecticut 2004/2005 Average % and #	Connecticut 2003/2004 Average	Connecticut 2002/2003 Average % and #	Connecticut 2000/2001 Average % and #
Children uninsured, entire previous 12 months (CPS)	8.4% (69,500)	8.4% (71,000)	8.2% (71,000)	7.3% (60,000)
Persons uninsured, previous 12 months (CPS)	11.3% significant increase from 2000-2001	10.8%	Unavailable	10.0%

Data from the U.S. Census Current Population Survey (CPS). Two-year averages for uninsured children calculated by CT Voices for Children. Unless specifically noted, there were no statistically significant changes.

Source: U.S. Census Bureau (www.census.gov)

Unless specifically noted in the comparison charts above, there were no statistically significant changes in most indicators. The estimate of children in poverty is an estimate for all children, not only “related children.” Median income figures in 2005 dollars (inflation adjusted, so they do not match earlier estimates.) CT Voices has used ACS data for estimates at the city, county, and Congressional District levels, since the annual CPS does not gather this data.

Because the surveys use different methodologies, ACS data should not be compared to CPS data.