

Addendum 4

Request for Applications State of Connecticut Department of Social Services Residential Care Home Medication Administration Training

The State of Connecticut Department of Social Services (DSS) is issuing Addendum 4 to the Residential Care Home (RCH) Medication Administration Training (MAT) Request for Applications (RFA).

Questions submitted by interested parties and DSS' official responses follow. These responses shall clarify the requirements of the RFA. In the event of any inconsistency between information provided in the RFA and information in these responses, the information in these responses shall control.

1. *Question:* Is this something that DSS will utilize a Staffing Agency for or is this for 1099 providers?

Answer: The applicant may be either an individual, a private provider organization (defined as a non-state entity that is either a nonprofit or proprietary corporation or partnership) or a municipality.

2. *Question:* Are all trainers required to have a Connecticut license?

Answer: Yes

3. *Question:* Will the Department consider a Webinar solution for the 24 hours of classroom training?

Answer: The essential core elements that are highlighted in yellow below could be offered via a webinar. The contractor shall provide assurances that security mechanisms are established and maintained, for example, training program participants must attest that they have viewed the webinar and that the webinar is interactive at the time it is viewed.

- a. Classroom Module 1
 1. Regulations and Statutes
 2. Scope of duties to be performed
 3. Vital signs – staff limitations
 4. Medication terminology
 5. Drug classification
 6. Generic versus brand name of medication
 7. Medication administration, routes, dosages, forms, and techniques
 8. Math for medication administration
 9. Accepted abbreviations
 10. 5 Rights (Right Person, Right Medication, Right Dosage, Right Time, Right Method)

11. Administration of PRN (as needed) medication upon the request of the resident
 12. Classroom medication administration demonstration
 13. Classroom return medication administration demonstration
- b. Classroom Module 2
1. Medical conditions
 2. Adverse behaviors
 3. Physician's orders
 4. Resident rights
 5. Managing difficult behaviors during medication administration including the refusal of medication
 6. Recognizing side effects and adverse drug reactions and appropriate follow-up to such
 7. Communicating with the prescribing health care provider
 8. Managing emergencies related to medication administration

Addendum 3

**Request for Applications
State of Connecticut
Department of Social Services
Residential Care Home
Medication Administration Training**

The State of Connecticut Department of Social Services (DSS) is issuing Addendum 3 to the Residential Care Home (RCH) Medication Administration Training (MAT) Request for Applications (RFA).

Questions submitted by interested parties and DSS' official responses follow. These responses shall clarify the requirements of the RFA. In the event of any inconsistency between information provided in the RFA and information in these responses, the information in these responses shall control.

1. *Question:* I am inquiring about the above RFP, can we as a nursing company contract for this since we have employees who are Registered Nurses and pharmacists?

Answer: Yes, your organization may submit an application provided it meets the eligibility requirements set forth in the RFA.

Addendum 2

Request for Applications State of Connecticut Department of Social Services Residential Care Home Medication Administration Training

The State of Connecticut Department of Social Services (DSS) is issuing Addendum 2 to the Residential Care Home (RCH) Medication Administration Training (MAT) Request for Applications (RFA).

Questions submitted by interested parties and DSS' official responses follow. These responses shall clarify the requirements of the RFA. In the event of any inconsistency between information provided in the RFA and information in these responses, the information in these responses shall control.

1. *Question:* I was sent the link for the RFA on Medication Administration Training. Our agency has an RN who is endorsed to teach the Dept. of Developmental Disabilities' 21-hour initial certification course. Are the two programs comparable? Would she meet the requirements for participating as a provider for this training program?

Answer: The essential core elements of the RCH MAT program are similar to the State Department of Developmental Disabilities' initial certification course. However, the RCH MAT program must consist of 32 hours of instruction pursuant to the "Program Requirements" included in Attachment A of the RFA. The applicant must meet all the requirements set forth in the RFA.

2. *Question:* I am considering sending an application. However, I had a question on whether or not I could use the MAT curriculum from other State Departments- ie. DDS.

Answer: Applicants may use the resources they choose to develop a RCH MAT program. However, the program must consist of 32 hours of instruction pursuant to the "Program Requirements" included in Attachment A of the RFA. A responsive application subject to complete review by DSS must include proof that DPH has reviewed and approved the applicant's qualifications and training program.

Addendum 1
Request for Applications
State of Connecticut
Department of Social Services
Residential Care Home
Medication Administration Training

The State of Connecticut Department of Social Services (DSS) is issuing Addendum 1 to the Residential Care Home (RCH) Medication Administration Training (MAT) Request for Applications (RFA).

Questions submitted by interested parties and DSS' official responses follow. These responses shall clarify the requirements of the RFA. In the event of any inconsistency between information provided in the RFA and information in these responses, the information in these responses shall control.

Background

1. *Question:* Is RCH licensed?

Answer: Yes. The State Department of Public Health (DPH) licenses RCH facilities under Section 19-13-D6 of the Regulations of Connecticut State Agencies.

2. *Question:* What are the locations of the Residential Care Homes?

Answer: A list of licensed Residential Care Homes (RCHs) sorted by town is attached.

3. *Question:* Who supervises the staff in these homes?

Answer: Staff supervision is the responsibility of the RCH's licensed administrator.

MAT Requirements

4. *Question:* Could the certification course be provided at the agency location rather than the RCH?

Answer: The location of the training is at the discretion of the trainer except that Practicum Module 2 of the training program must take place at the RCH that employs the training program participant.

5. *Question:* How will the certification test be given?

Answer: The trainer shall administer written and practical examinations to participants upon completion of the training program, pursuant to the “Program Requirements” included in Attachment A of the RFA.

6. *Question:* Is the trainer expected to provide the final examination or a state agency?

Answer: See answer to question 5 above.

7. *Question:* Our agency DDS Medication Certification Trainers recommend a maximum of 12 participants per class. We wish to limit the class to 12. Is this permitted?

Answer: Yes. There is no minimum class size requirement.

Payment Information

8. *Question:* When is the \$400 compensation paid to the eligible trainer or agency?

Answer: Payment shall be made upon the participant’s completion of the training program and DSS’ review and acceptance of a properly executed request for payment. Pursuant to the RFA, requests for payment shall be submitted by the contractor in a format provided by DSS. The request for payment shall include but not be limited to the following data elements: RCH facility name; training program participant name and signature; RCH administrator or owner name and signature; trainer name and signature; training dates and locations; and whether the participant completed the training.

9. *Question:* If the RCH employee fails the certification test, is the \$400 compensation provided?

Answer: Yes. However, participants that do not achieve passing grades shall receive any necessary review of training program elements and may request to take the written and practical examinations again, pursuant to the “Program Requirements” included in Attachment A of the RFA.

Connecticut Residential Care Homes

Facility	Street Address	Town	Zip Code
Evangelical Baptist Home	574 Ashford Center Road	Ashford	06278
Bethel Health Care/The Cascades (RCH)	13 Parklawn Drive	Bethel	06801
Seabury Health Center	200 Seabury Drive	Bloomfield	06002
Fitchville Residential Care Home,LLC	187 Fitchville Rd.	Bozrah	06334
Park City Residential Care Home	752 Park Avenue	Bridgeport	06604
Holly View Manor, Inc.	38 Prospect Place	Bristol	06010
Shady Oaks Rest Home, Inc.	344 Stevens Street	Bristol	06010
Pierce Memorial Baptist Home, Inc.	44 Canterbury Rd.	Brooklyn	06234
Roseland LLC	39 Canterbury Road	Brooklyn	06234
Meadowbrook Manor, LLC	Westbrook Road	Centerbrook	06409
Elim Park Baptist Home	140 Cook Hill Rd	Cheshire	06410
Marbridge Rest Home	665 West Main Street+B85	Cheshire	06410
Eagle Landing Residential Care Home	268 Middlesex Avenue	Chester	06412
Brookside Rest Home	134 Franklin Street Ext.	Danbury	06811
Westcott - Wilcox Home	50 Capron Street	Danielson	06239
Riverview Lodge, Inc.	10 Prospect Street	Deep River	06417
Worthington Manor	316 Berlin St.	East Berlin	06023
Westside Manor	9 West High Street	East Hampton	06424
Caroline Manor	37 Clark Avenue	East Haven	06512
Stewart Rest Home	93 High Street	East Haven	06512
Teresa Rest Home	57 Main Street	East Haven	06512
Saint Joseph's Residence	1365 Enfield Street	Enfield	06082
Essex Village Manor, LLC	59 South Main Street	Essex	06426
Parsonage Cottage Senior Residence	88 Parsonage Rd.	Greenwich	06830
Groton Regency Center	1145 Poquonock Road	Groton	06340
Green Grove	148 Whitfield Street	Guilford	06437
Shailerville Manor, LLC	1179 Saybrook Rd.	Haddam	06438
Garden View Manor, Inc.	1840 State Street	Hamden	06514
Highvue Manor	2730 State Street	Hamden	06514
Fernwood Manor, Inc.	27-29 Girard Avenue	Hartford	06105
Westway Manor, Inc.	38 Girard Avenue	Hartford	06105
Avery Nursing Home	705 New Britain Avenue	Hartford	06106
Maple Leaf Manor, Inc.	614 New Britain Avenue	Hartford	06106
Alberta Manor, Inc	21 Victoria Street	Hartford	06114
Morning Star Res. Care Home LLC	38 Elizabeth Street	Kent	06757
Fernwood Rest Home, Inc.	400 Torrington Road	Litchfield	06759
Rose Haven, Ltd.	31 North Street	Litchfield	06759
April Time Residential Care Center	91 Chestnut Street	Manchester	06040
Greenlodge of Manchester, Inc.	612 East Middle Turnpike	Manchester	06040
Holiday Manor, Inc.	29 Cottage Street	Manchester	06040
Bradley Home & Pavilion	320 Colony Street	Meriden	06450
Corner House Residential Care LLC	1 Griswold Street	Meriden	06450
Curtis Home/St. Elizabeth Center	380 Crown Street	Meriden	06450
East Ridge Manor, Inc.	43 Preston Avenue	Meriden	06450
Silver Manor Residential Care Home	128 Curtis Street	Meriden	06450
Newfield Rest Home	876 Newfield Street	Middletown	06457
Four Corners Rest Home, Inc.	306 Naugatuck Avenue	Milford	06460
Mystic River Residential Care	14 Godfrey Street	Mystic	06355
Freelove Manor, LLC	246 Quinn Street	Naugatuck	06770
Jerome Home, The	975 Corbin Avenue	New Britain	06052
Park Hill Manor, Inc.	105 Vine Street	New Britain	06052
Saint Lucian's Home for the Aged	532 North Burritt Street	New Britain	06053
Hannah Gray Residential Care Home	235 Dixwell Avenue	New Haven	06350
University Place Residential Care, LLC	5 University Place	New Haven	06511
Marionette Manor	289 Quinpiac Avenue	New Haven	06513

Connecticut Residential Care Homes

Facility	Street Address	Town	Zip Code
Mary Wade Home, Inc., The	118 Clinton Avenue	New Haven	06513
Riverview Rest Home	92-94 Lexington Avenue	New Haven	06513
Bacon & Hinkley Home, Inc.	581 Pequot Avenue	New London	06320
Briarcliff Convalescent Corp.	179 Coleman Street	New London	06320
Sunny Lodge Guest Home	47 Cedar Grove Avenue	New London	06320
Carlson Place	17 Nelson Avenue	Norwalk	06851
Crestwood Manor, Inc	90 Broad Street	Norwich	06360
Eliza Huntington Mem. Home, Inc.	99 Washington Street	Norwich	06360
Johnson Home, The	100 Town Street	Norwich	06360
Sachem Home	33 Sachem Street	Norwich	06360
United Community and Family Svcs.	165 McKinley Avenue	Norwich	06360
BellMarie, Inc.	122 East Main St.	Plainville	06062
Greystone Rest Home, Inc.	44 High Street	Portland	06480
Holy Spirit Health Care Center, Inc	72 Church Street	Putnam	06260
Char-Laine Manor, Inc	15 Ellington Ave	Rockville	06066
Elm Hill Manor, Inc.	37 Elm Street	Rockville	06066
Massack Memorial Home	30 Davis Avenue	Rockville	06066
Noble Horizons	17 Cobble Road	Salisbury	06068
Apple Rehab Shelton Lakes	5 Lake Road	Shelton	06484
McLean Health Center	75 Great Pond Road	Simsbury	06070
Gilmore Manor, Inc.	1381 Main Street	South Glastonbury	06073
Lutheran Home of Southbury, Inc.	990 Main Street North	Southbury	06488
White Oak Manor	688 Main Street	Southbury	06488
Scofield Manor	614 Scofield Road	Stamford	06903
Saint Joseph's Manor	6448 Main Street	Trumbull	06611
Houghton Cove Manor, Inc.	841 Norwich-New London Tpke.	Uncasville	06382
Shantok Home	254 Norwich -New London Turnpike	Uncasville	06382
Masonicare Health Center	22 Masonic Avenue	Wallingford	06492
Elton Residential Care Home	30 West Main Street	Waterbury	06702
Carriage Manor, LLC	157 Hillside Avenue	Waterbury	06710
Southmayd Home	250 Columbia Boulevard	Waterbury	06710
The Manor on Pine Street	53 Pine Street	Waterbury	06710
Garden Brook Residential Care LLC	470 Straits Turnpike	Watertown	06795
Pleasant View Manor, Inc.	225 Bunker Hill Road	Watertown	06795
Fernwood West	521 Prospect Avenue	West Hartford	06105
Frances Warde Towers	2021 Albany Avenue	West Hartford	06117
Tracy Manor, Inc	22 Fenway Street	West Hartford	06119
Forest Hills Guest Home	462 Derby Avenue	West Haven	06516
Seacrest Retirement Center	588 Ocean Avenue	West Haven	06516
Tidelawn Manor Rest Home	97 Seaside Avenue	Westbrook	06498
Card Home for the Aged, Inc.	154 Pleasant Street	Willimantic	06226
Lyon Manor	140 River Rd.	Willington	06279
Julie House	425 Poquonock Ave	Windsor	06095
Premier Care of Woodbury, LLC	280 Middle Road Turnpike	Woodbury	06798

**REQUEST FOR APPLICATIONS
STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES
RESIDENTIAL CARE HOME
MEDICATION ADMINISTRATION TRAINING**

The Department of Social Services (DSS) is requesting applications from physicians, physician's assistants, advanced practice registered nurses, registered nurses, and pharmacists to provide Medication Administration Training (MAT) to unlicensed Residential Care Home (RCH) personnel to allow such personnel to administer medication to RCH residents.

To be eligible to submit a response to this Request for Applications (RFA) the applicant must hold a current license to practice in good standing in the State of Connecticut, and be an individual, a private provider organization (defined as a non-state entity that is either a nonprofit or proprietary corporation or partnership) or a municipality.

Background

DSS and the Connecticut Department of Public Health (DPH) are working together to implement the RCH MAT initiative. Through this initiative, the number of RCH personnel authorized to administer medication to RCH residents shall be increased, which should result in a decrease in the number of home health agency nursing medication administration visits paid for through the Medicaid program.

Public Act 09-05, September Special Session (PA 09-5, SSS) made statutory changes to DPH medication administration provisions and DSS rate setting for RCHs. Section 44 of PA 09-5, SSS, provides that DPH: 1) establish criteria to be used by RCHs to determine the appropriate number of personnel to obtain medication administration certification; 2) require that RCHs designate unlicensed personnel to obtain certification for medication administration and to ensure that such staff are trained and certified; and 3) establish training requirements for initial and on-going certification.

Through this RFA process, DSS shall identify those applicants that have met all the requirements set forth in this RFA, and each successful applicant shall enter into an individual Personal Service Agreement (PSA) with DSS as an eligible trainer qualified to provide MAT. Each eligible trainer that enters into a PSA with DSS shall be placed in a pool of other eligible trainers from which each RCH may select to provide MAT.

MAT Requirements

MAT shall be conducted in accordance with a training program that has been developed by the applicant and approved by DPH. A responsive application subject to complete review by DSS must include proof that DPH has reviewed and approved the applicant's qualifications and training program. *See ATTACHMENT A: DPH MAT Program Requirements and Submission Instructions.*

Contract Awards

While the award of any specific contract resulting from this RFA is dependent upon the availability of funding to DSS, DSS does anticipate awarding contracts to multiple applicants in order to develop a pool of eligible trainers from which each RCH may select. Specific contracts shall begin no earlier than January 1, 2011 and shall terminate no later than December 31, 2011. Any contract developed and executed as a result of this RFA is subject to DSS' contracting procedures, which may include approval by the Department of Administrative Services and the Office of the Attorney General.

DSS does not guarantee that any or all contractors in the pool of eligible trainers will be selected by an RCH to perform MAT. An RCH shall select a contractor based on the training needs of the RCH personnel and the contractor's ability to meet those needs.

RFA Procedures

Applications will be accepted by DSS beginning December 1, 2010 through 3:00 p.m. on June 30, 2011. An original application carrying original signatures, and two conforming copies of the original application, must be mailed or hand-delivered to:

Linda Burns, Contract Administration
Department of Social Services
25 Sigourney Street, 9th Floor
Hartford, CT 06106

Any questions **regarding this RFA or the DSS procurement process** must be directed in writing to Linda Burns, through e-mail at Linda.burns@ct.gov or via fax at 860-424-5800. Questions will be accepted beginning October 27, 2010 through 3:00 p.m. on June 8, 2011. Questions and answers will be compiled into written amendments to this RFA. DSS will release any questions it receives and the answers to those questions on a biweekly basis beginning November 3, 2010 through June 15, 2011.

DSS will designate a Screening Committee to review applications submitted in response to this RFA. Applications will be reviewed for compliance with the following established criteria: 1) Proof that DPH has reviewed and approved the applicant's qualifications and training program; and 2) Completeness and quality of the application including presentation of all requested and required documentation.

Payment Information

By submitting an application in response to this RFA, the applicant implicitly agrees to the following payment terms. Applicants that enter into a PSA with DSS and are selected by an RCH to perform MAT shall be compensated at the all-inclusive fixed rate of \$400.00 per participant who completes the training program pursuant to the requirements of Attachment A. This rate is inclusive of all costs associated with the training program including but not limited to trainer compensation, travel, materials, audiovisual equipment, and classroom rental.

Training program participants must be employed by the RCH for at least 60 days prior to training and be approved by DSS in advance of the training. The total number of RCH personnel that will be approved by DSS to participate in the training offered through this initiative shall be limited to a maximum of 830 statewide.

Requests for payment shall be submitted by the contractor in a format provided by DSS. The request for payment shall include but not be limited to the following data elements: RCH facility name; training program participant name and signature; RCH administrator or owner name and signature; trainer name and signature; training dates and locations; and whether the participant completed the training.

Specific terms and conditions pertaining to the payment process shall be set forth in the terms of the PSA.

Application Format (to be submitted to DSS, after the applicant receives DPH approval of the applicant's qualifications and training program pursuant to the requirements of Attachment A)

To be reviewed for compliance with the established criteria, an original application and copies as specified in the RFA Procedures section must be received by DSS on or after December 1, 2010 but before 3:00 p.m. on June 30, 2011. In addition to the submission requirements set forth in the RFA Procedures section, each application must also include all of the following information:

1. Cover Sheet [Attachment J];
2. Formal, written approval of the applicant's qualifications and training program, which the applicant must receive from DPH prior to submitting an application to DSS;
3. A statement of the geographic areas of the State where the applicant prefers to conduct the training program;
4. Any geographic area of the State where the applicant would not be willing to conduct the training program;
5. The days of the week and hours the applicant would be available for the classroom and practicum modules including any restrictions in the applicant's schedule of availability;
6. A statement that the applicant agrees to provide the training program at the all-inclusive fixed rate of \$400.00 per participant who completes the training program pursuant to the requirements of Attachment A, inclusive of all costs associated with the training program;
7. Procurement and Contractual Agreements Signatory Acceptance [Attachment D]
8. Certification Regarding Lobbying [Attachment E];
9. Acknowledgement of Contract Compliance/Notification to Bidders [Attachment G];

10. Commission on Human Rights and Opportunities, Contract Compliance Regulations, Notification to Bidders, Parts I – V (CHRO) [Attachment H]
11. Consulting Agreement Affidavit (OPM Ethics Form 5) [Attachment I].

ATTACHMENT A: Department of Public Health MAT Program Requirements and Submission Instructions

Program Requirements

The training program must consist of 32 hours of instruction comprised of classroom and practicum hours. Upon completion of the training program, participants must complete and pass both written and practical examinations to achieve certification. A grade of at least 85% is considered passing for the written examination and 100% is considered passing for the practical examination. Participants that do not achieve passing grades shall receive any necessary review of training program elements and may request to take the written and practical examinations again.

The trainer shall:

1. Provide a total of 24 classroom hours and 8 practical hours;
2. Administer written and practical examinations to participants upon completion of the training program; and
3. Train a maximum of 30 participants per training program.

The training program must at a minimum include training in the following essential core elements:

- a. Classroom Module 1 (8 contact hours)
 1. Regulations and Statutes
 2. Scope of duties to be performed
 3. Vital signs – staff limitations
 4. Medication terminology
 5. Drug classification
 6. Generic versus brand name of medication
 7. Medication administration, routes, dosages, forms, and techniques
 8. Math for medication administration
 9. Accepted abbreviations
 10. 5 Rights (Right Person, Right Medication, Right Dosage, Right Time, Right Method)
 11. Administration of PRN (as needed) medication upon the request of the resident
 12. Classroom medication administration demonstration
 13. Classroom return medication administration demonstration
- b. Classroom Module 2 (8 contact hours)
 1. Medical conditions
 2. Adverse behaviors
 3. Physician's orders
 4. Resident rights
 5. Managing difficult behaviors during medication administration including the refusal of medication
 6. Recognizing side effects and adverse drug reactions and appropriate follow-up to such

7. Communicating with the prescribing health care provider
 8. Managing emergencies related to medication administration
- c. Classroom Module 3 (8 contact hours)
1. Identifying, documenting and reporting medication errors
 2. Proper storage and control of medication
 3. Proper disposal of medication
 4. Documentation of medication administration
 5. Documentation of medication refusals and omissions
 6. Ensuring an adequate supply of medications
 7. Procuring medication from the pharmacy
 8. Infection prevention and control
- d. Practicum Module 1 (4 contact hours)
1. Onsite medication administration demonstration
 2. Onsite return medication administration demonstration
- e. Practicum Module 2 (4 contact hours) – onsite observation of each participant performing two full medication administration passes independently. These medication administration passes shall include an entire medication pass encompassing the primary administration time of the RCH and shall reflect each route of administration.

The MAT elements pertain to the administration of oral, topical, and inhalant medication.

All RCH personnel currently certified to administer medications must successfully complete an approved MAT program consisting of these elements upon expiration of their current certification or by December 31, 2011, whichever occurs first.

Those RCH personnel certified to administer pre-measured commercially prepared injectable medications for emergency situations only must complete additional classroom and practicum training and examination, consistent with existing DPH regulations. The training shall include indications, side effects, adverse drug reactions and handling, safe disposal and administration of injectable medication. This certification shall be valid for one (1) year.

The RCH shall maintain a copy of the documentation identifying each staff member's successful completion of the training program. This documentation shall be maintained on file throughout the staff member's employment and ten (10) years post separation from employment.

If the RCH permits the administration of medication by certified staff, an RCH staff member trained and certified to administer medication by the route ordered by the authorized prescriber, shall be present at all times when a resident has orders to receive scheduled medication or as needed medication requested by the resident.

DPH Submission Instructions

The following items must be submitted **to DPH** for review and approval **prior to submitting an application to DSS** in response to this RFA:

- Training manual – The training manual shall include, but not be limited to, a detailed curriculum, attendance forms, class handouts, presentation slides and any other relevant information necessary for the class.
- Participant manual – The participant manual shall include study materials, handouts, quick reference guides, contact information, listings of additional resources, etc.
- Written examination – The written examination shall consist of a minimum of 40 multiple choice questions of varying complexity.
- Elements of the practical examination – Define the key components of the demonstration and observation components of the practicum. Provide five questions to be addressed during each dispensing.
- Copy of the certificate to be issued upon completion of the program – The certificate shall include appropriate letterhead, watermarks and signatures in order to demonstrate authenticity.
- Additional training elements, testing and certificate for the training in the use of commercially prepared injectable emergency medications (as applicable).
- Timeline/schedule of the proposed training – The timeline and schedule of the proposed training shall include specific locations and accommodations. Include any scheduled make-up classes or re-test dates.
- Resume(s) for all trainer(s).
- A copy of the trainer's current license to practice as a physician, physician's assistant, advanced practice registered nurse, registered nurse or pharmacist in Connecticut.
- A daytime telephone number in case DPH has questions concerning the submission.

Submissions must be mailed or hand-delivered to:

Cher Michaud
Supervising Nurse Consultant
Facility Licensing and Investigation Section
Department of Public Health
410 Capitol Avenue
Hartford, CT 06134

Telephone: 860-509-7400
Fax: 860-509-7538
E-mail: cher.michaud@ct.gov



STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106 – 1628

ATTACHMENT B: SEEC FORM 11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF
CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

ATTACHMENT C: PART II PSA - MANDATORY TERMS AND CONDITIONS

The Contractor agrees to comply with the following mandatory terms and conditions.

A. CONTRACTOR OBLIGATIONS**1. Credits and Rights in Data.**

- (a) 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. 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. 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." 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. The Department 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.
- (b) "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.

2. Organizational Information, Conflict of Interest, IRS Form 990. Annually during the term of the contract, the Contractor shall submit to the Department the following:

- (a) a copy of its most recent IRS Form 990 submitted to the federal Internal Revenue Service, and
- (b) its most recent Annual Report as filed with the Office of the Secretary of the State or such other information that the Department deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

3. Federal Funds. The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Department shall specify all such requirements in Part I of this contract.**4. Audit Requirements.** The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall

have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and state single audit standards as applicable.

5. **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.
6. **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.
7. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this clause, to the Department on an annual basis in the appropriate fiscal report as specified in Part I 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 directly or indirectly exercise influence or control. "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.
8. **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.
9. **Suspension or Debarment.**
 - (a) Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or local);
 - (2) 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;

(3) 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;

(4) 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 immediately reported to the Department.

10. Liaison. Each party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Department in the performance and administration of this contract.

11. Subcontracts. For purposes of this clause subcontractors shall be defined as providers of direct human services. Vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program. The subcontractor's identity, services to be rendered and costs shall be detailed in Part I of this contract. Notwithstanding the execution of this contract prior to a specific subcontractor being identified or specific costs being set, no subcontractor may be used or expense under this contract incurred prior to identification of the subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly provided in Part I of this contract. No subcontractor shall acquire any direct right of payment from the Department by virtue of the provisions of this clause or any other clause of this contract. The use of subcontractors, as defined in this clause, shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall make available copies of all subcontracts to the Department upon request.

12. 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.

13. Indemnification.

(a) The Contractor shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:

(1) claims arising directly or indirectly, in connection with the contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and

(2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this contract. The contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopied compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the contract.

- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (d) The Contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient general liability insurance to satisfy its obligations under this contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the termination, cancellation or expiration of the Contract, and shall not be limited by reason of any insurance coverage.

14. Choice of Law and Choice of Forum, Settlement of Disputes, Office of the Claims Commission.

- (a) The Contractor agrees to be bound by the laws 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.
- (b) 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.
- (c) 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.

15. 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 which the Department has responsibility to promulgate or enforce.

16. Facility Standards and Licensing Compliance. The Contractor will comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as

well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

- 17. Reports.** The Contractor shall provide the Department with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor agrees to provide the Department with such reports as the Department requests.
- 18. Delinquent Reports.** The Contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the Contractor and an opportunity for a meeting with a Department representative, the Department reserves the right to withhold payments for services performed under this Contract if the Department has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with the Department.
- 19. 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 three (3) years after the completion and submission to the state of the Contractor's annual financial audit.
- 20. Workforce Analysis.** The Contractor shall provide a workforce analysis affirmative action report related to employment practices and procedures.

21. 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 and 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

B. ALTERATIONS, CANCELLATION AND TERMINATION

1. Contract Revisions and Amendments.

- (a) 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.
- (b) Contract amendments must be in writing and shall not be effective until executed by both parties to the contract, and, where applicable, approved by the Attorney General.

- (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:
 - (1) 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
 - (2) 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 thirty (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 sixty (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:
 - (1) withhold payments until the default is resolved to the satisfaction of the Department;
 - (2) temporarily or permanently discontinue services under the contract;
 - (3) require that unexpended funds be returned to the Department;
 - (4) assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Department;
 - (5) require that contract funding be used to enter into a subcontract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance;
 - (6) terminate this contract;
 - (7) 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;
 - (8) 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 of

this contract or has not met requirements as specified in this contract, 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 five (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 five (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 five (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. 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.

5. Cancellation and Recoupment.

- (a) This agreement shall remain in full force and effect for the entire term of the contract period, above, unless either party provides written notice 30 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 five (5) business days of cancellation. Within five (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 five (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 five (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 the contract is terminated by either party. 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.

6. **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 \$5,000. 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.
7. **Termination.** All notices of termination as defined in the subsections below shall be signed by the Contract Administrator and/or designee, shall specify a date of termination and shall be delivered to the Contractor no less than 30 days prior to the specified date of termination.
 - a. ***Termination for Convenience:***
 - i. The Department may terminate performance of work under the Contract in whole or in part whenever for any reason the Department shall determine that such termination is in the best interest of the Department and/or the State of Connecticut.
 - ii. In the event that the Department elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.
 - b. ***Termination for Financial Instability:***
 - i. In the event that the Contractor becomes financially unstable to the point of threatening the ability of the Department to obtain the services provided for under this contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets, the Department may, at its option, immediately terminate this contract.
 - ii. In the event the Department elects to terminate this contract under this provision, it shall do so by the Contract Administrator and/or designee sending notice of termination to the Contractor by certified mail, return receipt requested, specifying the date of termination.
 - iii. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the Contractor shall immediately so advise the Department. The Contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of the contract and agrees that the filing of a petition in bankruptcy by or against a subcontractor shall, in no way, relieve Contractor of its duties under this contract.

c. ***Procedure for Termination:***

In addition to the requirements set forth above, upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

- i. Stop work under the contract on the date and to the extent specified in the Notice of Termination.
- ii. If the Department so directs in writing, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination or assign to the Department in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the Contractor under the subcontracts not so terminated, in which case the Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts.
- iii. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- iv. Be entitled to payment for services rendered through the effective date of termination.

8. Transition after Termination or Expiration of Contract. In the event that this contract is terminated for any reason except where the health and welfare of service recipients is endangered or if the Department does not offer the Contractor a new contract for the same or similar service at the contract's expiration, the Contractor will assist in the orderly transfer of clients served under this contract as required by the Department and will assist in the orderly cessation of operations under this contract. Prior to incurring expenses related to the orderly transfer or continuation of services to service recipients beyond the terms of the contract, the Department and the Contractor agree to negotiate a termination amendment to the existing agreement to address current program components and expenses, anticipated expenses necessary for the orderly transfer of service recipients and changes to the current program to address service recipient needs. The Contractual agreement may be amended as necessary to assure transition requirements are met during the term of this contract. If the transition cannot be concluded during this term, the Department and the Contractor may negotiate an amendment to extend the term of the current contract until the transition may be concluded.

9. Program Cancellation. Where applicable, the cancellation or termination of any individual program or services under this Contract will not, in and of itself, in any way affect the status of any other program or service in effect under this Contract.

10. 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 ninety (90) days prior to 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. The

Department shall notify the Contractor of such determination not later than forty-five (45) business days from the date the Department receives such requested documentation.

C. STATUTORY AND REGULATORY COMPLIANCE

1. Health Insurance Portability Act of 1996 (“HIPAA”).

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“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 (“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 HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
 - (1) “Business Associate” shall mean the Contractor.
 - (2) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.
 - (3) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (4) “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).
 - (5) “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.

- (6) "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.
 - (7) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (9) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (10) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (11) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (12) "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.
- (h) Obligations and Activities of Business Associates.
- (1) 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.
 - (2) 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.
 - (3) 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.
 - (4) 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.
 - (5) 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.
 - (6) 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.
 - (7) 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.

- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to make PHI available for amendment 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.
 - (9) 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.
 - (10) 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.
 - (11) 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.
 - (12) Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) 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.
 - (2) Specific Use and Disclosure Provisions
 - (A) 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.
 - (B) 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.
 - (C) 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).
- (j) Obligations of Covered Entity.

- (1) 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.
 - (2) 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.
 - (3) 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.
- (k) 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.
- (l) Term and Termination.
- (1) 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.
 - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) 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
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
 - (3) Effect of Termination
 - (A) Except as provided in (l)(2) above, 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.
 - (B) 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.

(m) Miscellaneous Provisions.

- (1) 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.
- (2) 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.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) 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.
- (5) 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.
- (6) 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 this 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.
- (7) 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.

2. 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 U.S.C. §§ 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 § 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.

3. **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 4a-60q of the Connecticut General Statutes to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time limited welfare and must find employment. The Contractor and the Department will work cooperatively to determine the number and types of positions to which this paragraph shall apply. The Department of Social Services regional office staff or staff of Department of Social Service Contractors will undertake to counsel and screen an adequate number of appropriate candidates for positions targeted by the Contractor as suitable for individuals in the time limited welfare program. The success of the Contractor's efforts will be considered when awarding and evaluating Contracts.
5. **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 Connecticut General Statutes:
 - (a)
 - (1) 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 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;
 - (2) the Contractor agrees 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;
 - (3) the Contractor agrees 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 Connecticut General Statutes;
 - (4) the Contractor agrees 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 Connecticut General Statutes.
 - (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 Connecticut General Statutes provided, if such Contractor becomes involved in, or is threatened

