

STATE OF CONNECTICUT PROCUREMENT NOTICE

**Request for Applications (RFA)
for
Health Disparities and Prevention Grant (HDPG)**

Issued by:



Department of Public Health

August 11, 2022

This Request for Application is available in electronic format on the Department's website at <http://www.ct.gov/dph/rfa> "Request for Applications" A printed copy of the RFA can be obtained from the Official Contact upon request:

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Deadline for submission of applications is August 31, 2022 at 4:00 P.M.

Request for Applications

Health Disparities and Prevention Grant Program

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Introduction

The Department of Public Health (DPH) hereby issues this Request for Applications (RFA) for the Health Disparities and Prevention Grant (HDPG) program. The purpose of the HDPG program is to provide grants to Federally Qualified Health Centers (FQHCs) and Behavioral Health and Substance Use Treatment Providers with one-time grant funding for capital projects to strengthen the operations, effectiveness, and accessibility of FQHCs and mental health and substance use treatment providers and accelerate the post-COVID-19 pandemic recovery.

Abbreviations and Definitions

- HDPG:** Health Disparities and Prevention Grant program
- DMHAS:** Department of Mental Health and Addiction Services
- DPH:** Department of Public Health
- FQHC:** Federally Qualified Health Center
- OPM:** Office of Policy and Management
- SVI:** Social Vulnerability Index

A. What is a Health Disparity and Prevention Grant Program?

Section 13(h) of Public Act 21-111, as amended by Section 471 of Public Act 21-2, June 2021 Special Session authorizes up to twenty-five million dollars in bond proceeds from the state general obligation bonds for capital grants to establish a HDPG program to support FQHCs and behavioral health and substance treatment providers to strengthen the operations, effectiveness, and accessibility of community health centers and mental health and substance use treatment providers to address disparities in public health and accelerate the post-COVID-19 pandemic recovery. Specifically, the HDPG will award capital bond funding as follows: (1) up to fifteen million in to FQHCs and FQHC 'look-alikes' as defined in F & G under abbreviations and definitions of this RFA; and (2) up to ten million to mental health and substance use treatment providers as noted under **Attachment A. General Application (C)**

B. What are Capital Expenditures?

Capital expenditures refer to funds that are used by organizations for the purchase, improvement, or maintenance of long-term assets to improve the efficiency or capacity of the organization. Long-term assets are usually physical, fixed and non-consumable assets such as property, equipment, or infrastructure, and that have a useful life of more than one accounting period. Also known as CapEx or capital expenses, capital expenditures include the purchase of items such as new equipment, machinery, land, plant, buildings or warehouses, furniture and fixtures, software, or intangible assets such as name recognition.

C. What are the types of Capital Expenditures?

There are normally two forms of capital expenditures: (1) expenses to maintain levels of operation present within the organization and (2) expenses that will enable an increase in future growth. A capital expense can either be tangible, such as a machine, or intangible, such as goodwill, name recognition and intellectual property. Both intangible and tangible capital expenditures are usually considered assets since they can be sold when there is a need. **It is important to note that funds spent on repair or in**

conducting continuing, normal maintenance on assets is not considered capital expenditure.

D. What are the goals of the Health Disparities and Prevention Grant Program?

To identify which applications best meet the definition of “HDPG” and the rating criteria established in Attachment A of this RFA, to be awarded grants under the HDPG Grant Program

E. Community Health Centers: For purposes of this RFA, Community Health Centers include Health Resources & Services Administration (HRSA)-funded Health Centers or HRSA-designated Health Center Program look-alikes as defined under the Consolidated Health Center Program, section 1905(l)(2)(B) of the Social Security Act.

F. Federally Qualified Health Center (FQHC): Health Resources Services Administration (HRSA) funded health centers under the consolidated health centers program, section 1905(1)(2)(B) of the Social Security Act.

G. Federally Qualified Health Center (FQHC) Look-Alikes: HRSA-designed health center programs FQHC ‘look-alikes’ under the consolidated health centers program, section 1905(1)(2)(B) of the Social Security Act.

H. Health Disparities: The CDC defines health disparities as "preventable differences in the burden of disease , injury , violence , or in opportunities to achieve optimal health experienced by socially disadvantaged racial, ethnic, and other population groups, and communities."

I. Social Vulnerability Index (SVI): The Centers for Disease Control (CDC) developed the SVI to help local officials identify communities that may need support before, during, or after disasters , using fifteen census variables. Within the fifteen variables, there are four main subgroups which include: 1) Socioeconomic status: below poverty, unemployed, income, no high school diploma.

a. 2) Household composition and disability: persons over age 65, persons under age 17, persons over age 5 with a disability, single-parent households; 3) Minority Status and Language: Race/ethnicity, ability to speak English “less than well”; 4) Housing or transportation status: multi-unit structures, mobile homes, crowding, no vehicle ownership, group living quarters.

b. To learn more about the SVI visit the CDC’s webpage <https://data.cdc.gov/Health-Statistics/CDC-Social-Vulnerability-Index-SVI-/u6k2-rtt3>.

J. Substance Use Treatment is defined in Connecticut state statute as “any emergency, outpatient, intermediate and inpatient services and care, including diagnostic evaluation, medical, psychiatric, psychological and social services, vocational and social rehabilitation and other appropriate services, which may be extended to alcohol-dependent persons, drug-dependent persons and intoxicated persons.”

K. Substance Use Treatment Facilities: Facilities that provide treatment and operate under the direction and control of Connecticut’s Department of Mental Health and Addiction Services (DMHAS), or private facilities licensed and providing services under CGS Sections 19a-490 to 19a-503 as well as smaller community substance abuse providers.

- L. **Mental Health Treatment Provider:** Entities that provide inpatient or outpatient services to individuals who have one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", school based mental health programs, and community behavioral health programs, including those that address wellness.

- M. **Health Equity:** According to the Centers of Disease Control and Prevention (CDC), health equity is achieved when every person has the opportunity to attain his or her full health potential and no one is disadvantaged from achieving this potential because of social position or other socially determined circumstances. To learn more about Health Equity go to:
<https://www.cdc.gov/chronicdisease/healthequity/index.htm>

- N. **Social Determinants of Health:** Healthy People 2030 describes social determinants of health as the conditions in the environments where people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning and quality-of-life outcomes and risks. These may include employment status, social support networks, access to health care providers, housing, access to affordable and nutritious food, civic participation, crime, and violence.

- O. **Department of Public Health:** <https://portal.ct.gov/DPH> . The Department of Public Health provides services with primary focus on prevention of illness. Some specific areas of focus are programs addressing Asthma, Cancer, Chronic Diseases, Epidemiology and Emerging Infections Program, Immunization Program, Vaccines, Injury and Violence Prevention, Oral Health, and Tobacco Use disorders. The department also focuses on healthy Drinking Water and Environmental Health. The Department has subject matter experts working to provide services and guidance for all services provided. As part of the DPH ongoing development of services Health Equity is a guiding principle in the delivery of all services. The mission of the Connecticut DPH Office of Health Equity is to facilitate improvements in health care delivery and health outcomes to eliminate health disparities due to Race, Ethnicity, Age, Gender, Geography and Socioeconomic status. The DPH continues to look to the future of the health of Connecticut residents by using a community-based forum called the State Health Improvement Plan (SHIP) working with the community to study, plan, and communicate ongoing health and wellness needs of the residents of the state of Connecticut. The DPH is also Accredited by the Public Health Accreditation Board (PHAB). The Accreditation purpose is to ensure states' processes for improved health assessment to foster health improvement plan, and ongoing strategic planning.

- P. **Department of Mental Health and Addiction Services:** The Connecticut Department of Mental Health and Addiction Services is a health care agency whose mission is to promote the overall health and wellness of persons with behavioral health needs through an integrated network of holistic, comprehensive, effective, and efficient services and supports that foster dignity, respect, and self-sufficiency in those we serve. For more information visit: [Connecticut Department of Mental Health and Addiction Services](#)

- Q. **Office of Policy and Management:** OPM functions as the Governor's staff agency and provides the information and analysis used to formulate public policy for the State and assists State agencies and municipalities in implementing policy decisions on the Governor's behalf. Through intra-agency and inter-agency efforts, OPM strengthens and improves the delivery of services to the citizens of Connecticut and increases the efficiency and effectiveness of state government

through integrated processes and system improvements. For more information visit: www.ct.gov/OPM.

R. What projects are eligible for funding under the Health Disparities and Prevention Grant Program?

1. Enhance a facility or space, purchase equipment, build a new space, and complete renovations, retrofits, or repairs.
2. Multiple capital improvements within one facility (e.g., touchless entry and widening of doorways at local community centers) or organizations can request funding for the same capital improvements at multiple facilities (e.g., HVAC retrofits at 3 municipal arenas)
3. Improve existing community-based facilities to facilitate positive health outcomes (e.g., repairs to community center sports facility).
4. Increase use of facility or space by expanding functionality, square footage, participation rates and/or usable hours (e.g., outdoor lighting, wall partitions, new changing room, added play area, new or expanded kitchen facilities).
5. Enhance capacity for activities such as Alcoholics Anonymous (AA), Narcotics Anonymous (NA), community drop-in centers and other community-based services.
6. Improve facility or space to make it accessible to all people (e.g., ramps, washrooms, automated door openers, elevators).
7. Increase capacity of organizational outreach and education to targeted communities and/or populations regarding prevention and treatment and/or control of specific health issues.
8. Enhance program and service delivery through the purchase of fixed and non-fixed equipment (e.g., curriculum-oriented software, sports equipment, multi-sensory equipment, workstations, maintenance equipment, sound system, kitchen appliances, mobile mental and physical clinics).
9. Technology upgrade install or purchase telehealth components, such as video platforms or peripheral devices for remote patient monitoring.
10. Upgrade, install, or purchase electronic Health Record (EHR) software/hardware, software/hardware to improve data sharing capabilities or to improve standardization of race and ethnicity documentation in accordance with [Public Act No. 21-35](#).
11. Upgrade, install, purchase license for Geographic Information Systems software (GIS) to map hotspots of health issues among marginalized communities as well as create geographic targeted outreach.
12. support infrastructure for dashboard development to identify disparities and develop optimized workflows and address and measure outcomes.

S. Which Organizations Eligible to apply?

Any Connecticut Federally Qualified Health Center or Federally Qualified Health Center Look-Alike and/or Substance Use Treatment Facility or Mental Health Treatment Provider as defined in Section B of this RFA or combination thereof, are encouraged to apply for the Health Disparities and Prevention Grant Program. Evidence-based initiatives are encouraged along with new innovative initiatives. This funding is for the capital projects that will support such programs. There are no limits on the size of the organization.

T. What are the funding limits?

Grant awards under this program shall be not less than ten thousand dollars (\$10,000) and not more than five hundred thousand dollars (\$500,000). Nothing in this RFA shall preclude two or more qualified applicants from submitting a joint application.

Rights Reserved to The State.

1. The State reserves the right to award in part, to reject all bids in whole or in part for misrepresentation or if the proposer is in default of any prior State contract, or if the bid or application limits or modifies any of the terms and conditions and/or specifications of the RFA. The State also reserves the right to waive technical defect, irregularities, and omissions if, in its judgment, the best interest of the State will be served. The State reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a grant already made to a proposer and subsequently awarding the grant to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the grant with the initial proposer is deemed to be void ab initio and of no effect as if no grant ever existed between the State and the proposer.
2. The State may amend or cancel this RFA, prior to the due date and time, if the State deems it to be necessary, appropriate, or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's application not being considered.
3. Any costs and expenses incurred by proposers in preparing or submitting applications are the sole responsibility of the proposer.
4. No additions or changes to the original application will be allowed after submission. While changes are not permitted, clarification of applications may be required by the State at the proposer's sole cost and expense.
5. All responses to the RFA must conform to instruction. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFA may be considered appropriate cause for rejection of the response.
6. This RFA is not an offer and neither this RFA nor any subsequent discussions shall give rise to any commitment on the part of the State or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the State and will supersede all prior negotiations,

representations, or agreements, alleged, or made, between the parties. The State shall assume no liability for payment of services under the terms of the grant until the successful proposer is notified that the grant has been accepted and approved by the State. The grant may be amended only by means of a written instrument signed by the State and the proposer.

Attachment A
Health Disparities and Prevention Grant Program

General Application Guidelines

A. Project Narrative/Written application

Applicants must provide a narrative for the application, including, the information as detailed in Section H and the following format:

1. Maximum 10 pages (double line spacing)
2. Calibri, 11 pt.
3. One-inch margins
4. All pages must be numbered consecutively from beginning to end.
5. Applicant must send signed application electronically to dph-healthequity.hdpbond@ct.gov
6. Signed by an authorized signer for the organization
7. The proposer's name must be displayed in the header of each page

B. What constitutes a complete application?

To apply for a grant under this program, an applicant must provide all the following:

- I. A formal project narrative/written application submitted by the Chief Executive Officer of the organization, as outlined in **Attachment A (General Application)** of this RFA.
- II. A complete budget explaining all expense line items for the duration of the project.
- III. An overview of COVID-19 impacts and a detailed description of how the capital improvements will aid in addressing health disparities. Specifically explain how the capital improvement will strengthen one or more of the following for the community health center/mental health and substance use treatment providers, a) operations, b) effectiveness, c) accessibility.

C. Milestone dates

- I. August 17, 2022 (4:00 p.m.) – Deadline to submit written questions on the RFA.
- II. August 23, 2022 – Deadline for DPH to post responses to RFA questions on its website.
- III. August 31, 2022 (4:00 p.m.) – Deadline to submit completed application as specified in attachment A
- IV. September 30, 2022 -Deadline for DPH to complete the rating and selection of Health Disparities and Prevention Grant Projects and to announce grant awards.
- V. The award of any contract pursuant to this RFA is dependent upon the availability of funding to the agency.
- VI. The agency anticipates total available funding of fifteen (15) million for FQHC's and FQHC's Look - alike and Ten (10) million for Behavioral Health Programs and Substance Use Treatment Programs.

D. Inquiry Procedures.

All questions regarding this RFA or the Agency's procurement process must be directed, in writing, electronically, (e-mail) to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions **will not** be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline(s) will be answered. However, the Agency will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFA will not be answered. The Agency may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFA. If any answer to any question constitutes a material change to the RFA, the question and answer will be placed at the beginning of the amendment and duly noted as such. The agency will release the answers to questions on the date (s) established in the RFA Schedule. The Agency will publish any and all amendments to this RFA on the DPH website.

E. What is the format for the project narrative/written application?

The application must follow the format requirements described in under **General Application (A)** and the written application must answer all the questions below using the exact numbering configuration with

the question stated and answer provided immediately following. Applications that do not comply with these instructions will not be evaluated.

- I. What programs or services does the applying organization currently provide in Connecticut?
- II. A statement of the organization's vision and timeline for the planned project.
- III. A narrative description of current conditions in the existing or proposed project site (i.e., facilities, parking lot, clinic etc.)
- IV. A detailed description of the application (e.g., work plan, budget, site map, etc.) and how it relates to both the existing conditions and the future vision.
- V. A description of how the application will support improved delivery of care and promote health equity and decrease health disparities.
- VI. A brief assessment of what is the most critical hurdle(s) to overcome to realize the organization's vision, and to what extent, if any, state agencies might be needed to facilitate a coordinated solution.
- VII. Explain how this capital improvement project enhances access or outcomes to treatment and services for individuals who belong to underserved and marginalized communities that have been denied such treatment, such as Black, Latino and Indigenous and Native American persons ; Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender and queer persons and other persons comprising the LGBTQ+ community; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

- VIII. What is the applying organization’s experience related to providing services to assess and analyze disparities in public health? Please describe in detail.
- IX. What is the applying organization’s experience working in the areas of mental health, substance use disorder, social determinants of health, health equity and public health? Please describe in detail.
- X. What are the indicators of “success” for this capital improvement project? How do you propose to measure progress towards the identified challenges for the identified target population? Please use SMART indicators (Specific. Measurable. Achievable. Realistic. Time-Bound.).

F. The following forms and information are required:

- I. State of Connecticut, Nondiscrimination Certification, Form C. Link: [Nondiscrimination Certification \(ct.gov\)](#)
- II. State of Connecticut, Acknowledgement of Contract Compliance and Monitoring Report , Notification to Bidders Link: [NotificationtoBidderspdf.pdf \(ct.gov\)](#)
 - a. Financial Audits – State Single audit for the two most recent years; if no Single State Audit completed, please submit copies of any independent financial audits and IRS Form 990 (Return of Organization Exempt Form Income Tax) for the two most recent years plus any additional forms or attachments submitted to IRS with the return.
 - b. **Note:** Formal written applications should be no more than 10 pages in length, excluding necessary attachments. By submitting a application, the applicant agrees to accept DPH’s General Grant. Conditions, which can be reviewed in Attachment B of this RFA.

G. Official State Contact.

- 1. The Agency has designated the individual below as the Official Contact for purposes of this RFA. The Official Contact is the only authorized contact for this procurement and, as such, handles all related communications on behalf of the Agency. Proposers, prospective proposers, and other interested parties are advised that any communication with any other Agency employee(s) (including appointed officials) or personnel under contract to the Agency about this RFA is strictly prohibited. Proposers or prospective proposers who violate this instruction may risk disqualification from further consideration.
- 2. Name: **Chioma Ogazi, MPH** Address: 410 Capitol Avenue MS#13COM, Hartford, CT 06106 E-Mail: **dph-healthequity.hdpbond@ct.gov**
- 3. Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.
- 4. Applications and any questions related to this RFA shall **ONLY** be submitted in writing to : Chioma Ogazi, Department of Public Health, 410 Capitol Avenue MS#13COM, Hartford, CT 06106, as well as in a Portable Document File (PDF) to: dph-healthequity.hdpbond.ct.gov

H. Communications Notice.

All communications with the State or any person representing the State concerning this RFA are strictly prohibited, except as permitted by this RFA. Any violation of this prohibition by proposers or their representatives may result in disqualification or other sanctions, or both.

I. Inquiry Procedures.

All questions regarding this RFA and submission requirements must be directed, electronically to the Official State Contact by 4:00 PM on Wednesday August 17, 2022. Proposers are required to limit their contact regarding this RFA to the person(s) named herein. Written responses to all questions received will be posted to the Department of Public Health website at <http://www.ct.gov/dph/rfa> by **Thursday, August 23, 2022.**

J. INITIAL SCREENING CRITERIA

- I. Did the applicant complete the application as outlined under **Attachment A?**
- II. Does the application meet the definition of “Health Disparities and Prevention Grant”, in accordance with Section 13h of Public Act 21-111 as amended by Section 471 of Public Act 21-2 of the Connecticut General Statutes, or is it directly supportive of such efforts?
- III. Any application that does not pass the Initial Screening Criteria will not be rated.

K. RATING CRITERIA

The following criteria shall be those utilized in the selection process. They are presented as a guide for the proposer in understanding the State's requirements and expectations for this project and are not necessarily presented in order of importance.

- I. Local & Regional Supporting Actions
- II. Leverages Other Funding
- III. Sustainability
- IV. Timeline to Implementation
- V. Supportive of Health Disparities Prevention Initiatives within your municipality and or local district & State Health Disparities and Equity Initiatives
- VI. Effective work plan
- VII. Defined as capital projects

VIII. Evaluation of Applications

Evaluation Process. It is the intent of the Agency to conduct a comprehensive, fair, and impartial evaluation of applications received in response to this RFA.

IX. Evaluation Review Committee.

The Agency will designate a Review Committee to evaluate applications submitted in response to this RFA. The Review Committee will be composed of Agency staff or other designees as deemed appropriate. The contents of all submitted applications, including any confidential information, will be shared with the Review Committee. Only applications found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. applications that fail to comply with all instructions will be rejected without further consideration. The Review Committee shall evaluate all applications that meet the Minimum Submission Requirements by score and rank ordered and make recommendations for awards. The Commissioner for the Department of Public Health will make the final selection. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Review Committee may result in disqualification of the proposer.

X. Evaluation Criteria (and Weights).

applications meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Review Committee will use to evaluate the technical merits of the applications. Only the criteria listed below will be used to evaluate applications. The weights are disclosed below.

Item Description	Percentage Weight (100%)
1. Organizational Profile	5%
2. Scope of Services	10%
3. Work Plan	15%
4. Financial Profile	5%
5. Clearly responsive to Health Disparities	20%
6. Succinct, Clear Budget and Budget Narrative	15%
7. Meet eligibility for Capital project as defined in B & C	30%

XI. Proposer Selection.

Upon completing its evaluation of applications, the Review Committee will submit the rankings of all applications to the Commissioner or Agency Head. The final selection of a successful applications is at the discretion of the Commissioner or Agency Head.

XII. Debriefing.

Within ten (10) days of receiving notification from the Agency, unsuccessful proposers may contact the Official Contact and request information about the evaluation and proposer selection process. The e-mail sent date will be considered “day one” of the ten (10) days. If unsuccessful proposers still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Agency to discuss the evaluation process and their applications. If held, the debriefing meeting will not include any comparisons of unsuccessful applications with other applications. The Agency may schedule and hold the debriefing meeting within fifteen (15) days of the request. The Agency will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.

XIII. Local & Regional Supporting Actions

The applicant should provide evidence of local and regional commitment to advancing HDPG goals and their specific application(s). Any actions previously taken in support of HDPG goals and application specific objectives should be provided. Such actions can include, but are not limited to, addressing community needs, enhance a facility or space , purchase equipment, complete renovations, retrofit or repairs.

XIV. Leverages Other Funding

The applicant should indicate if the HDPG funds requested will help leverage other past or future proposed public or private funding to provide a larger positive health impact . These can include , but are not limited to, investments or financial commitments made by private , municipal , state , federal or non-governmental organizations.

XV. Sustainability

The applicant should describe the sustainability of HDPG in the proposed project area, as well as the viability of their specific project application. This should include, but is not limited to, an assessment of the proposed project’s potential to progress as envisioned, and to ultimately be successful.

XVI. Timeline to Implementation

The applicant should provide a realistic project schedule or timeline that includes, but is not limited to, the amount of time needed to implement the proposed plan. If funding is being requested to determine economic viability of a project through a market analysis, to the extent possible, the applicant should provide an estimate of the time needed to complete the market analysis, as well as to advance the proposed project to full build- out (i.e., construction).

XVII. Supportive of HDPG & State and Local

Infrastructure The applicant should:

- I. Describe the HDPG qualities of the proposed project, including how the application will enhance HDPG in the community and the state.
- II. Describe how the proposed project (s) supports key elements of related state or local plans, such as, HEC Health Enhancement Communities collaboration with DPH, OHS (Office of Health Strategies) and or local organizations
- III. Redevelop and Revitalize Areas with existing or currently planned Infrastructure ; this includes development of infrastructure that bridges some of the services delayed during Covid.

Attachment B
Health Disparities and Prevention Grant
DPH General Grant Conditions

SECTION 1: Use of Grant Funds.

The Grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as Grantee. Grant funds shall not, without advance written approval by the Department of Public Health (DPH), be obligated prior to the starting date or subsequent to the end date of the grant period.

SECTION 2: Fiscal Control.

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to ensure that expenditures charged to grant activities are made for allowable purposes only.

SECTION 3: Retention of Records and Records Accessibility.

3.1 All services performed by Grantee shall be subject to the inspection and approval of DPH at all times, and Grantee shall furnish all information concerning the services.

DPH or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its subcontractors or subgrantees pertaining to work performed under this agreement and shall allow such representatives free access to any and all such plants, places of business, books, and records. DPH or its representatives will give the Grantee or its subcontractors or subgrantees at least twenty-four (24) hours' notice of such intended examination. At DPH's request, the Grantee, or subcontractors or subgrantees shall provide DPH with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or subgrantee which pertains to DPH's business under this agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by DPH or its representative:

a. If any litigation, claim, or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.

3.3 Any subcontractor or subgrantee under this agreement shall retain and maintain accurate

records and documents relating to performance of services under this agreement for a minimum of three (3) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by DPH or its representative.

3.4 The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or subgrantee providing services under this agreement.

SECTION 4: Insurance.

The Grantee agrees that while performing any service specified in this grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to “save harmless” DPH and the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with DPH prior to the award of funding.

SECTION 5: Conflict of Interest.

No person who is an officer, employee, consultant, or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons.

SECTION 6: Reports.

The Grantee shall submit such reports as DPH shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and subgrantee packets and budgets. Cash requests may be withheld by DPH until complete and timely reports are received and approved.

SECTION 7: Funding Limitation.

Funding of this project in no way obligates DPH to fund the project in excess of this grant, beyond the period of this grant, or in future years.

SECTION 8: Revised Budget.

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the Grantee agrees to submit to DPH a revised budget and budget narrative equal to and in the same distribution as the grant award not later than thirty (30) days after signing of the grant. Cash requests will be withheld until the revision is received and approved.

SECTION 9: Audits

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to DPH two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.

9.2 If the Grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, the Grantee is required to submit a State Single Audit Report to DPH. Connecticut General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from DPH for this grant and it is the only State Financial Assistance that the Grantee has received during this fiscal period. The State Single Audit Report should be filed with DPH no later than six months after the end of the audit period.

9.3 If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, and meets the requirements of Uniform Guidance (2 CFR 200): The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as Uniform Guidance (2 CFR 200): The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$750,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee receives Financial Assistance under only one federal program. For audit purposes, State, or grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. Uniform Guidance (2 CFR 200): The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

SECTION 10: Unexpended Funds and/or Disallowed Costs.

If project costs are less than the grant, and/or any project costs have been disallowed, the Grantee agrees to return the unexpended/disallowed funds to DPH no later than sixty (60) days following closeout of the grant.

SECTION 11: Nondiscrimination and Affirmative Action.

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "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;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by 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 Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (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 race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability 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; and the Contractor further agrees to take affirmative action to ensure 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide

each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the 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; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) 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 as relate to the provisions of this Section and Connecticut General Statutes § 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 projects.

- (c) Determination 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 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.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) 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 Connecticut General Statutes §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 any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (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 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 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 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 Connecticut General Statutes § 46a-56; and

(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 the provisions of this Section and Connecticut General Statutes § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph 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 Connecticut General Statutes § 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 any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a application question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

SECTION 12: Executive Orders and Other Enactments

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and

(2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

SECTION 13: Americans with Disabilities Act.

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the grant award period. The Grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the period of the grant, as it may be amended, will render the grant voidable at the option of DPH upon notice to the Grantee. The Grantee warrants that it will hold DPH and the State harmless from any liability, which may be imposed upon DPH and the State as a result of any failure of the Grantee to be in compliance with this Act.

SECTION 14: Independent Contractor.

The Grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee will notify DPH of the contractor's identity.

SECTION 15: Federal Compliance and Assurances.

If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, the Grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

SECTION 16: Non-Supplanting.

16.1 If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees that these grant funds will be used to supplement and increase, but not supplant, the level of state, local, private and federal funds that would, otherwise, be made available for this project and to serve this target population and will in no event replace such state, local, private and federal funds.

16.2 The Grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. DPH may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

SECTION 17: Additional Federal Conditions.

If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to DPH and which are, hereby, made a part of this grant award.

SECTION 18: Indemnification.

The Grantee, hereby, agrees to indemnify, defend, and save harmless the State of Connecticut, including, but not limited to, DPH, their respective officers, employees, and agents for any breach of this agreement.

SECTION 19: Large State Contracts.

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large state contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes, and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

SECTION 20: State Contracting Standards Board.

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for DPH's consideration and final DPH determination, termination of this grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 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.

Section 21: Large State Contract Representation for Official or Employee of State Agency.

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

SECTION 22: Campaign Contribution and Solicitation Prohibitions.

For all State contracts as defined in Section 9-612 of the Connecticut General Statutes having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. **See Attachment C.**

SECTION 23: Non-Discrimination Certification.

Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), every Grantee is required to provide the State with a non-discrimination certificate for all State contracts regardless of type, term, cost, or value. The appropriate form must be submitted to the awarding State agency prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the

statutory requirements may be found on DPH's website. The applicable certification form must be signed by an authorized signatory of the Grantee.

SECTION 24: Additional Restrictions on Use of Federal Funds.

Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

SECTION 25: Iran Certification.

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

SECTION 26: Consulting Agreement Representation.

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract.

"Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title	Name of Firm (if applicable)

Start Date	End Date	Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

Is the consultant a former State employee or former public official? YES NO
 If YES:

Name of Former State Agency	Termination Date of Employment

PLEASE NOTE, THE CONSULTING AGREEMENT SWORN STATEMENT IS NO LONGER REQUIRED BY STATUTE. AS SUCH, THERE IS NO LONGER ANY NEED TO OBTAIN A SEPARATE, NOTARIZED SIGNATURE FROM THE PERSON SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR.

SECTION 27: Forum and Choice of Law.

The parties deem the Grant to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Grant to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Grantee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

SECTION 28: Special Grant Conditions.

The Grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific grant award, and which are hereby made a part of this award

Attachment C

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

Please Note: A copy of, or a hyperlink to, the electronic version of this notice must be provided in the bid specifications or requests for applications for a state contract. Notice of the contribution certification requirements detailed below must also be given. No state agency or quasi-public agency shall execute a state contract unless such contract contains a representation that the chief executive officer or authorized signatory of the contract has received such notice and the written certifications have been provided by the state contractor.

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor 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.

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.

CERTIFICATION REQUIREMENT

A state contractor or prospective state contractor submitting a bid or application for a state contract must disclose on the certification form (typically OPM Form 1,) all contributions made by any of its principals to any party committee, exploratory committee, candidate for state- wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for the benefit of such candidates *for a period of four years prior* to the signing of the contract or date of the response to the bid, whichever is longer, and certify that all contributions have been disclosed.

Furthermore, a state contractor or prospective state contractor submitting a bid or application for a state contract shall certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, *in the previous four years*, that were determined by the State Elections Enforcement Commission to be in violation of General Statutes § 9-612, without mitigating circumstances being found.

Each certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an up- dated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or application for a state contract, whichever is earlier.

For further information on the notice and certifications, and to find answers to many questions raised by this notice, please see the Frequently Asked Questions – State Contractors section of the Commission 's website at <https://seec.ct.gov/Portal/SCCB/FAQs>.

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—Up to \$2,000 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 up to \$2,000 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 not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 about state contractors campaign finance limitations may be found on the website of the State Elections Enforcement Commission, <https://portal.ct.gov/seec>. Click on the link to “State Contractor and Lobbyist Provisions.”

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 application in response to a request for applications 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 them-selves 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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department

of Defense. “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 applications, 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 fundraising 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, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, 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.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) 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 (ii) 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 subcontractor” 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.



**STATE OF CONNECTICUT
CAMPAIGN CONTRIBUTION CERTIFICATION**

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

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

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 2022.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires