



PSA

Original Contract Number:	999ICS-CTF-01/15DSS8303FN		
Amendment Number:	_____		
Maximum Contract Value:	\$100,000.00		
Contractor Contact Person:	Joseph Waters	Tel: 8643313863	
DSS Contact -Contract:	Olga Coleman-Williams	Tel: (860) 424-5661	
Program:	Karen Foley-Schain	Tel: (860) 424-5623	

**STATE OF CONNECTICUT
PERSONAL SERVICE AGREEMENT
("PSA", "Contract" and/or "contract")
Revised February 2010**

The State of Connecticut DEPARTMENT OF SOCIAL SERVICES
 Street: 55 FARMINGTON AVENUE
 City: HARTFORD State: CT Zip: 06105
 Tel#: (800) 842-1508 ("Agency" and/or "Department"), hereby enters into a Contract with:

Contractor's Name: INSTITUTE FOR CHILD SUCCESS, INC.
 Street: 105 EDINBURGH COURT
 City: GREENVILLE State: SC Zip: 29607
 Tel#: (864) 331-3863 FEIN/SS#: 271904900

("Contractor"), for the provision of services outlined in Part I and for the compliance with Part II. The Agency and the Contractor shall collectively be referred to as "Parties". The Contractor shall comply with the terms and conditions set forth in this Contract as follows:

Contract Term	This Contract is in effect from 01/01/15 through 12/31/15 .
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 4-8, 4-98 as applicable, and 17b-3 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
Effective Date	This Contract shall become effective only as of the date of signature by the Agency's authorized official(s) and, where applicable, the date of approval by the Office of the Attorney General ("OAG"). Upon such execution, this Contract shall be deemed effective for the entire term specified above.
Contract Amendment	This Contract may be amended only by means of a written instrument signed by the Agency, the Contractor, and, if required, the OAG.

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively called "Notices") shall be deemed to have been effected at such time as the Notice is hand-delivered; placed in the U.S. mail, first class and postage prepaid, return receipt requested; or placed with a recognized, overnight express delivery service that provides for a return receipt. Said notices shall become effective on the date of receipt as specified above or the date specified in the notice, whichever comes later. All such Notices shall be in writing and shall be addressed as follows:

If to the Agency:	STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES 55 FARMINGTON AVENUE HARTFORD, CT 06105 Attention: Olga Coleman-Williams	If to the Contractor:	INSTITUTE FOR CHILD SUCCESS, INC. 105 EDINBURGH COURT GREENVILLE, SC 29607 Attention: Joseph Waters
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A party may modify the addressee or address for Notices by providing 10 days' prior written Notice to the other party. No formal amendment is required.

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PART I. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, AND PROGRAM- AND AGENCY-SPECIFIC SECTIONS

Whereas, the Department of Social Services (Department or DSS) in partnership with the Office of Early Childhood (OEC) and the Department of Children and Families (DCF), were awarded funding from the Hartford Foundation for Public Giving, Early Childhood Investments, and the Grossman Family Foundation to complete a feasibility study of the Positive Parenting Program (System) (hereinafter “Triple P”) see proposal in the form of attachment A.

Whereas, the Triple P study, backed by thirty (30) years of research, objective is as a universal prevention program that aims to increase the skills and confidence of parents in order to prevent the development of serious behavioral and emotional problems in their children. Specific focus is placed upon: promoting the independence and health of families through the enhancement of parents’ knowledge, skills, confidence, and self-sufficiency; promoting the development of non-violent, protective, and nurturing environment for children, promoting the development, growth, health, and social competence of young children; and reducing the incidence of child maltreatment and behavioral/emotional problems in childhood and adolescence. Triple P is currently used in twenty-three (23) countries, twenty-seven (27) states, and has evidenced efficacy across cultures, socio-economic groups and in all kinds of family structures.

Whereas, the Institute for Child Success, Inc. (Contractor, or the Contractor) has been selected by the Department and its partners to enter into a contract for the performance of a feasibility study of Triple P and determine whether a social impact bond would be an appropriate funding vehicle for the Triple P in Connecticut. The study’s focus will be in whether a large scale implementation of the program is likely to prevent problems in early childhood, including child maltreatment, enhance the well-being of children and save remediation costs for the State of Connecticut and other parties concerned about the well-being of children.

The Contractor shall provide the following specific services for the Department, and its partners, and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget.

A. TERM - This contract shall be in effect from **01/01/15** through **12/31/15**.

B. CONTRACTOR RESPONSIBILITIES

1. It is the understanding of the parties that the Contractor shall: work with the lead staff from the Departments’-(Linda Harris, Program Director of the State Healthy Start Program, and Karen Foley-Schain, Director of Family Support Services in the Office of Early Childhood,) to complete and produce a feasibility study that addresses the following seven (7) major components:
 - a. EXPERIENCE WITH TRIPLE P IN CONNECTICUT:
 - i In this section the Contractor shall assess the experience and progress of Connecticut’s current efforts with the program. Contractor shall address the implementation strategy for the program, the success of organizations and individual providers involved with the implementation, and the experiences of families that have participated in the program.
 - ii The assessment shall involve a review of the program development and training efforts, focus groups and conducting interviews and meeting with program leaders. Information and insight obtained from this component of the report will help to inform the proposed plan for a high-quality implementation of the Triple P program, including cost of implementation.

- b. COST-BENEFIT ANALYSIS IN CONNECTICUT:
 - i In this section the Contractor shall assess the cost of child maltreatment and poor parenting outcomes in Connecticut. Connecticut specific data shall be used to determine the baseline measures for outcomes in the target population and projected change in outcomes that would result from an expansion of the program.

- c. DETERMINE BENEFITS AND SAVINGS FROM TRIPLE P:
 - i In this section the Contract shall evaluate the cost savings that are likely to result for the State of Connecticut from large-scale implementation of Triple P. The cost-benefit analysis conducted by Washington State Institute for Public Policy (see Lee, S., Aos, S., Drake, E., Pennucci, A., Miller, M., & Anderson, L (2012) Return on investment: Evidence-based options to improve statewide outcome, April 2012 (Document No. 12-04-1201), Olympia: Washington State Institute of Public Policy.) shall be the primary source for this section of the evaluation.

- d. PLAN FOR AND COST OUT TRIPLE P SCALE-UP IN CT:
 - i In this section the Contractor shall use the information from the earlier sections of the analysis to determine the target population, the location, and whether all, or some, of the program components should be implemented.
 - ii A cost estimate for the program expansion, including training, contract with local providers, infrastructure necessary for effective implementation, data collection and evaluation shall be included in this section.

- e. PLAN FOR ADMINISTRATION AND IMPLEMENTATION OF THE TRIPLE P PROGRAM:
 - i In this section the Contractor shall determine how, and by whom, the program would be administered and implemented.
 - ii This section shall address several concerns, including:
 - a) Would one state agency, or all three funding partners be responsible for the program, or various aspects of the program;
 - b) What are their capabilities;
 - c) What would be required for full implementation;
 - d) Is there a need for state level “hub” or training, or technical assistance center needed for implementing the program; and
 - e) Additional factors may be as may be required by the Departments.

- f. WHICH OUTCOME MIGHT BE USED TO TRIGGER PAYMENT AND HOW MIGHT THEY BE MEASURED:
 - i In this section the Contractor shall assess, in detail, the key program outcomes tied to cost savings.
 - ii The assessment shall address:
 - a) The various means the outcomes can be measured, tracked and evaluated;
 - b) Key stakeholders in child abuse prevention, parenting education, and the social financing fields will be consulted for their experience and advice to ensure that the outcomes selected for payments to investors are measurable and tied to actual cost savings.
 - c) The current child abuse and neglect status in Connecticut will guide the selection of key outcomes that should be used in a social impact bond contract.

- g. SUMMARIZE ANALYSIS AND PROPOSAL:
 - i In this section the Contractor shall summarize the findings from the feasibility study including the proposal to expand Triple P in Connecticut. The Contractor shall include a presentation to potential investors, payers, and other interested parties, a list of potential investors, a plan to approach those investors.
 - ii The study will take approximately eight (8) months to complete.

- C. DEPARTMENT RESPONSIBILITIES** - To complete the tasks herein the Department shall:
1. Work collaboratively with the Contractor through the study, always leading the initiative from a policy perspective.
 2. Provide feedback as required to the Contractor.
 3. Initiate all discussion amongst the partnership, unless the Departments' decide to delegate that responsibility to the Contractor.

D. CONTRACTOR PAYMENT

1. For the performance of the services and tasks described herein, based upon review and approval by the Department, the Contractor shall receive a maximum dollar amount not to exceed \$100,000.00 in accordance to the following payment schedule.

Payment Schedule	
Payment 1	Payment 2
Upon Execution of Contract	8/30/2015

2. All payments to the Contractor will be contingent upon the Department's receipt and approval of an itemized invoice with a detailed description of the work completed.

Reporting Schedule	
Semi-Annual Report Due	8/30/2015
Report should detail study activities and preliminary findings	

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

F. NOTICES

1. In addition to the persons listed on page 1 of this contract, notices shall be addressed as follows:

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

Karen Foley-Schain
 Director, Family Support Services
 Office of Early Childhood
 165 Capitol Avenue
 Hartford, CT 06106
 Phone: 869.713.5013
 Email: Karen.Foley-Schain@ct.gov

Linda Harris
 Program Director, Office of Early Childhood
 Family Support Services Division
 165 Capitol Avenue Room 285
 Hartford, CT 06106
 Phone: 860-713-5009 (office)
 Email: Linad.harris@ct.gov

b. In case of notice to the Department regarding fiscal matters:

Michael Gilbert
 Director, Division of Financial Services
 Department of Social Services

55 Farmington Avenue
Hartford, CT 06105
Phone: (860) 424-5841
Email: Mike.gilbert@ct.gov.

- c. **Contract Administration:**
Olga Coleman-Williams
Contracts Administration
Department of Social Services
55 Farmington Avenue
Hartford, CT 06105
Phone: 860.424.5661
Email: olga.coleman-williams@ct.gov

BUDGET PAGE

	Project Budget
Expenses	
STAFF TIME	\$ 85,000.00
Megan Golden	\$ 60,000.00
Joe Waters	\$ 15,000.00
Research Director	\$ 5,000.00
Administrative Assistant	\$ 2,500.00
Student Intern	\$ 2,500.00
TRAVEL	\$ 9,500.00
5 trips for Megan & student to CT	\$ 1,500.00
3 trips for Joe, Research Director to CT	\$ 6,000.00
travel to 1 national meeting on Pay for Success and child welfare	\$ 2,000.00
MISCELLANEOUS	\$ 5,500.00
Printing and other expenses	\$ 2,500.00
Hosting national convening on PFS and child welfare in CT	\$ 3,000.00
Total Expenses	\$ 100,000.00

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

A. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

1. **“Bid”** shall mean a bid submitted in response to a solicitation.
2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
5. **“Confidential Information”** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
6. **“Confidential Information Breach”** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
7. **“Contract”** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
8. **“Contractor Parties”** shall mean a Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, 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.
9. **“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, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically

prepared presentations, 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.

10. **“Day”** shall mean all calendar days, other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
11. **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
12. **“Force Majeure”** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
13. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
14. **“Services”** shall mean the performance of Services as stated in Part I of this Contract.
15. **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Contractor Obligations.

1. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended 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 Agency 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 and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: “This publication does not express the views of the [insert Agency name] or the State of Connecticut. The views and opinions expressed are those of the authors.” Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency 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 Agency of such Data.
2. **Federal Funds.**
 - (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
 - (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.

- i. Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
 - ii. This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

3. Annual Financial Audit; Audit and Inspection of Plants and Places of Business; and Records.

- a. **Financial Audit Requirements.** For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. 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.
- b. **Audits and Inspections.**
 - i. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
 - ii. All audits and inspections described in sections b through h of this section shall be at the State's expense.
 - iii. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - iv. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection

date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice

- v. The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

c. **Records.**

- i. The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- ii. The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

4. **Reports.** The Contractor shall provide the Agency 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 shall provide the Agency with such reports as the Agency requests as required by this Contract.
5. **Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.
6. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency 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 or Contractor Party 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 or Contractor Party.
7. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section D.4:
- a. The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
 - i. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);

- ii. within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them 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; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
 - iv. Have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
 - b. Any change in the above status shall be immediately reported to the Agency.
8. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
9. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
10. **Sovereign Immunity.** The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
11. **Indemnification; Insurance.**
 - a. The Contractor shall indemnify, defend and hold harmless the State 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 section. 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 Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
 - b. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
 - c. 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.
 - d. 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.

- e. **Insurance.** 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. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- f. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

12. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.

- a. The Contract shall be deemed 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 Contract 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 Contractor 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.
- b. Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head 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 Agency Head pursuant to this section, 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 Agency 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 Title 4, 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.

13. Litigation.

- a. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
- b. The Contractor shall provide written Notice to the Agency 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 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any

other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

14. Compliance with Law and Policy, Facility Standards and Licensing. Contractor shall comply with all:

- a. pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
- b. 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.

15. Representations and Warranties. Contractor shall:

- a. perform fully under the Contract;
- b. pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
- c. adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

16. Protection of Confidential Information

- a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - i. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - ii. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - iii. A process for reviewing policies and security measures at least annually;
 - iv. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - v. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the

notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

C. Changes to the Contract, Termination, Cancellation and Expiration.

1. Contract Amendment.

- (a) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the OAG.
- (b) The Agency may amend this Contract to reduce the contracted amount of compensation if:
 - (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
 - (2) federal funding reduction results in reallocation of funds within the Agency.
- (c) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) Days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) Days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
 - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) days from the effective date of any change in:
 - (A) its certificate of incorporation or other organizational document;

- (B) more than a controlling interest in the ownership of the Contractor; or
 - (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) **Assignment.** The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
- (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.
 - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) Days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
- (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;

- (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) 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; or
 - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.
 - (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency 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.
 - (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
 - (f) **Non-enforcement Not to Constitute Waiver of Breach.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

4. Ending the Contractual Relationship; Termination.

- a. This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled.
- b. If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- c. **Termination.**
 - i. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - ii. The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.

- iii. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- iv. Notwithstanding any provisions in this Contract, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required 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.
- v. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- vi. Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- vii. The Contractor shall return to the Agency 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 Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.
- viii. The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Part I in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- ix. For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- x. Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the

parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

- xi. Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

d. **Transition after Termination or Expiration of Contract.**

- i. If this Contract is terminated for any reason or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- ii. If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

D. Statutory and Regulatory Compliance.

1. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("Act") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the Act. 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 shall 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 shall comply with section 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
2. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
3. **Non-discrimination.**
 - a. For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "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.

- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "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;
- (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) "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;
- (9) "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
- (10) "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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

b.

- i. The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, 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 insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, 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;
- ii. 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;
- iii. 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;

- iv. 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
 - v. 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.
4. **Executive Orders.** 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 the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor. .
5. **Campaign Contribution Restrictions.** For all State contracts as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's ("SEEC") notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice reproduced below:

http://www.ct.gov/seec/lib/seec/forms/contractor_reporting/_seec_form_11_notice_only.pdf

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11
Page 1 of 2



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

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.

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 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



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, 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 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.

"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.

6. Health Insurance Portability and Accountability Act of 1996.

- (a) If the Contactor 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 Agency named on page 1 of this Contract (“Agency”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Agency, 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 Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423), and 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) “Breach” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(1)).
 - (2) “Business Associate” shall mean the Contractor.
 - (3) “Covered Entity” shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
 - (6) “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).
 - (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) “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.
 - (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

- (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).
- (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 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 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection (h)(10) 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 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate
 - (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the individual's PHI; or
 - (C) provide a copy of the individual's PHI in an electronic health record,
 - (D) the Business Associate agrees to notify the covered entity, in writing, within five (5) business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without
 - (A) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
 - (B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.
 - (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b)) and this Section of the Contract.
 - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official

pursuant to section 13402(g) of HITECH (42 U.S.C. § 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- (D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site or a postal address. For breaches involving ten or more individuals whose contact information is insufficient or out of date to allow written notification under 45 C.F.R. § 164.404(d)(1)(i), the Business Associate shall notify the Covered Entity of such persons and maintain a toll-free telephone number for ninety (90) days after said notification is sent to the Covered Entity. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- (E) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (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 the information collected in accordance with provision (h)(10) of this Section of the Contract is provided to the Covered Entity and 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) of this Section of the Contract, 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. Business Associate shall also provide the information collected in accordance with section (h)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section 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 Sections.
- (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, civil or criminal penalty, 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 contrary to the sections of this Contract or applicable law. 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 any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, 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, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

7. **Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
8. **Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
9. **Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
<http://www.ct.gov/ethics/cwp/view.asp?a=2313&q=432632#part4>

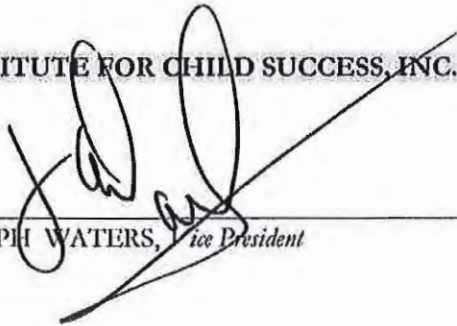
Original Contract
 Amendment # _____
(For Internal Use Only)

SIGNATURES AND APPROVALS

The Contractor IS NOT a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

Documentation necessary to demonstrate the authorization to sign must be attached.

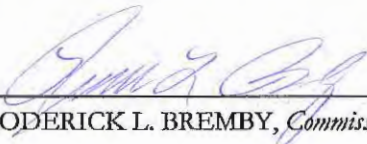
INSTITUTE FOR CHILD SUCCESS, INC.



JOSEPH WATERS, *ice President*

3/9/15
Date

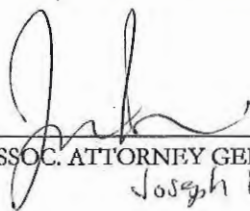
DEPARTMENT OF SOCIAL SERVICES



RODERICK L. BREMBY, *Commissioner*

3/12/2015
Date

OFFICE OF THE ATTORNEY GENERAL



ASSOC. ATTY. GENERAL

ASST. / ASSOC. ATTORNEY GENERAL (Approved as to form)

Joseph Rubin

3/23/15
Date

Attachment A

**The Positive Parenting Program-Triple P
Proposal for a Feasibility Study for Social
Impact Financing**

The Positive Parenting Program – Triple P Proposal for a Feasibility Study for Social Impact Financing

Submitted by: Commissioner Roderick Bremby
State of Connecticut Department of Social Services
55 Farmington Avenue, Hartford CT 06105
September 26, 2014 2

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Project Narrative

Brief Description of the Purpose for the Grant Funds

The Department of Social Services (DSS), in partnership with the Office of Early Childhood (OEC) and the Department of Children and Families (DCF) is seeking \$40,000 in funding, \$20,000 from the Hartford Foundation for Public Giving, Early Childhood Investments, and \$20,000 from the Grossman Family Foundation for a feasibility study of the Positive Parenting Program, known as Triple P.

The study will determine if a large scale implementation of the program is likely to prevent problems in early childhood, including child maltreatment, enhance the well-being of children and save remediation costs for the State of Connecticut and other parties concerned about the well-being of children. If the study shows significant cost savings and benefits to children from the Triple P program, DSS and its partners will pursue funding for the expansion of the program through the use of a 'social impact bond' and other funding vehicles.

Through the use of a social impact bond private investors and other funding partners provide the initial capital to scale up successful programs usually funded by government agencies. Under this funding approach, the government does not pay for the expansion; instead it pays for agreed upon outcomes. The social impact bond resolves the common problem of limited government funding – government entities not having sufficient resources to expand proven successful prevention programs – by providing capital from private sources.

This is how it works:

1. A feasibility study is conducted to determine if a large-scale implementation of an evidence-based program in a particular geographic area or community is likely to save costs to a governmental or other entity.
2. Through this process cost savings to the state or governmental or other entity are pegged to specific measurable outcomes.
3. Private investors invest capital upfront to implement the evidence-based program on a large scale.
4. A governmental or other entity establishes a formal agreement with the investor to pay them back, with a premium, if and only if the program achieves agreed-upon results.
5. An intermediary familiar with social impact financing usually helps to manage the project, including contracts with the investors, the government or other entities and service providers.
6. An impartial evaluator is hired to determine whether the agreed upon outcomes are achieved. 4

The Funding Partnership

While DSS, OEC and DCF are each charged with a unique mandate and the responsibility for administering a wide variety of services, they share a common vision that all children in Connecticut are safe, healthy, learning and thriving and surrounded by a strong network of nurturing adults that are able to meet their needs.

Each of these agencies recognizes the potential for Triple P to serve as a vehicle for helping to achieve this vision by involving entire communities across the state in efforts to prevent emotional and developmental problems in children, child abuse and neglect, and long term dependence on state systems by enhancing the knowledge, skills, and confidence of parents.

The three state agencies have come together as funding partners to conduct a feasibility study for the Triple P program for social impact financing. Based on the outcome of the study, the partners will pursue a social impact bond and other funding to enhance and expand the Triple P program across Connecticut. The overarching goal of this effort is to improve the well-being of children and the lives of Connecticut's families.

The state agencies are inviting the Hartford Foundation for Public Giving and the Grossman Family Foundation to join in this effort as philanthropic partners. The state agencies envision working together with the foundations to oversee the work of the feasibility study, to engage a broad network of stakeholders and community organizations in the development of the social financing effort in Connecticut, and ultimately to enhance and expand the Triple P program. This public-private partnership would bring a wealth of knowledge, experience, perspectives and resources to this new and innovative undertaking.

The Children's Trust Fund (formerly at DSS and DCF, and now with OEC) has a long and rich history of successful collaboration with the Hartford Foundation. The Trust Fund, which was a part of DCF for 14 years, and merged with the Department of Social Services (DSS) in 2009 and the OEC in 2013, has worked closely with the Foundation on three highly successful efforts, and a new effort to pilot Triple P in the city of Hartford.

- The Foundation funded the pilot for what is known today as the Help Me Grow program. The program trains community and health care providers to identify children at risk for developmental delays and refers them to services that can help. The program has received national recognition and is being replicated by the Kellogg Foundation in 20 states across the country.
- The Foundation also supported the Family Development Training and Credentialing program by providing funding for classes within the city. This training helps human services staff to better engage and support families in prevention efforts. The program's success in promoting strength-based family centered human services practice has led the Mayor of the City of Hartford to train all recreation staff, members of the police force and staff working with families in the FDC program. Across the state more than 1,000 human services staff have been trained and credentialed in FDC.

- The Foundation supported the expansion of the Nurturing Families Network program in the city of Hartford. Under this joint effort, the Trust Fund established program sites in six Brighter Futures Family Centers in 2004. The Foundation provided a three-year grant for roughly \$485,000 to assist with the expansion. The efforts have been sustained through public support since that time. All Family Center sites are meeting all program expectations, and two of the sites have received national recognition for their efforts by the Catholic Archdioceses. The Trust Fund efforts to establish a high-quality statewide evidence-based home visiting program positioned the state to receive a three year 27 million dollar competitive federal grant to support the expansion of evidence-based home visiting in Connecticut.

While the Trust Fund has not been a direct recipient of funding from the Grossman Family Foundation, it was pleased to support the United Way Child Development Infoline on a recent Foundation grant to enhance the efforts of the Help Me Grow program by improving screening, early identification and referrals for children in Norwalk, Connecticut.

The Trust Fund's Nurturing Families Network home visiting program and Family Empowerment parenting programs have program sites in Fairfield County including the towns of Bridgeport, Stamford, Greenwich, Norwalk, and Danbury. In addition, the Trust Fund's statewide initiatives including Help Me Grow, The Stranger You Know... child sexual abuse prevention program, Period of Purple Crying shaken baby prevention program, the FDC and other professional development programs have been offered in communities throughout Fairfield County, reaching hundreds of providers and parents. These programs have also been successfully offered in Hartford County.

The DSS, DCF and OEC support social services, child welfare and children's mental health, early care and education, and prevention and intervention services for families across the state with proportional representation based on need in Hartford and Fairfield Counties.

About the Triple P Program

Triple P is an evidence-based program that provides information and skills to service providers and others working with families. The program is used to help parents respond to challenging situations and build positive relationships with their children.

Triple P has been used by individuals working with children and families in many settings and in a variety of ways. Triple P is able to do this because its approach varies based on the time and intensity a practitioner has to spend with a parent on parenting education - whether it's a brief interaction or intensive long-term intervention. The approach is structured with five levels. The first level takes a universal approach and includes a public awareness campaign focused on the entire population of parents. Each subsequent level is progressively more involved, targeted and intensive. Triple P offers training and accreditation for practitioners at each of the levels.

In this way, Triple P reaches parents where they are turning for help. It provides them easy to use information, tips and referrals for more in-depth Triple P or other services that can make parenting more manageable and enjoyable.

Evaluations of Triple P

There is a large and growing body of evidence that supports the Triple P program in the United States and across the world. Triple P has been implemented successfully in 13 countries. Evaluators have conducted 22 randomized control trials of these efforts. These studies provide evidence of the efficacy and effectiveness of the program. The evidence has shown the program to be effective across high-risk groups of parents including depressed mothers, families with high levels of conflict, living in high-risk urban neighborhoods, and rural and remote areas. The studies have found more positive relationships between parents and their children and more satisfaction among parents and reduced rates of:

- Child abuse and neglect
- Out-of-home placements
- Children using the emergency room
- Conduct problems among preschoolers
- Children with attention problems

A study conducted of the program in the United States found:

When parents have access to parenting information and support that address problems families face—from tantrums to encouraging good behavior—key measures of child maltreatment fall, according to a study released in the January 22nd 2009 online edition of the journal *Prevention Science*. The U.S. Triple P System Trial, funded by the Centers for Disease Control and Prevention (CDC), found lower rates of substantiated abuse cases, child out-of-home placements, and reductions in hospitalizations and emergency room visits for child injuries in nine study counties in South Carolina where parenting interventions were implemented. The Triple P—Positive Parenting Program, utilized a wide range of support mechanisms for parents including local media, brief public seminars, and parent consultation with specially trained child service providers. Researchers estimate that in an area containing 100,000 children less than eight years of age, the results found in the study could translate annually into 306 fewer cases of child maltreatment, 188 fewer out-of-home placements, and 60 fewer children with injuries requiring hospitalization or emergency room treatment. “Broad Access to Parenting Support Reduces Risk of Child Maltreatment”;
http://www.cdc.gov/violenceprevention/pub/triple_p.html 7

The Problem in Connecticut

The DCF Careline received over 96,000 calls in State Fiscal Year 2013: 50% of these reports involved suspected abuse or neglect, of which over 50% were accepted for investigation; approximately, 6,800 were substantiated. And while a large percentage of these cases involve families living in the state's major urban areas, there are cases of abuse and neglect across the state. The effects of abuse and neglect are devastating to a child. Maltreatment can impair brain development, as well as cause serious injury, learning and psychological problems. Child abuse and neglect contributes to high dropout rates, involvement in crime, and poverty and put families at risk for intergenerational abuse and neglect. Abused and neglected children are likely to become involved with the Department of Children and Families and require extensive and expensive interventions and treatments. Children with a history of abuse or neglect often become clients of the Departments of Mental Health and Addiction Services, Corrections, and Social Services as adults. Research has shown that preventing child abuse and neglect – actually keeping it from happening – is critical to the well-being of children. Research has also shown that poor parenting – even in cases where it doesn't reach the threshold of abuse or neglect – can interfere with the optimal growth and development of children. It can also cause stress for parents and difficulties within the families, and make it harder for children to achieve at school and thrive.

Many organizations have sought to address the need for more parenting education and support, and have made important contributions to that effort. However, reaching all parents who would benefit from these programs has been a real challenge. There are roughly 200,000 children under the age of five living in Connecticut, and while there are certain indicators that can help identify a parent at particular risk and engage them in a parenting program, its more difficult to know how many and which of the 400,000 parents and other caregivers struggle with parenting and to engage them in parenting education efforts. Triple P offers a unique opportunity to reach hundreds of thousands of parents through its multi-level program. When implemented on a large enough scale Triple P can reach entire communities of parents. Triple P can enlist all providers and others who come in contact with parents to offer simple and practical advice tailored to the needs of each parent. This effort can augment successful parenting programs already underway.

Assessing the Need for Triple P in Connecticut

In the fall of 2010, the Children's Trust Fund launched a campaign to gather ideas, insight, and information that could shape the state's agenda for preventing child abuse and neglect. The goal of the campaign was to develop a better understanding of how the community viewed the problem and causes of child abuse and neglect, new perspectives and strategies that could be used to inform prevention programs, and enlist a broad group of partners to help alleviate this problem. 8

The campaign focused on issues facing families and children, child, family and community problems related to child abuse and neglect, and the value of prevention. The campaign included 14 small group discussions across the state that lead to a roundtable event in the spring at the State Capitol and a large public forum in the fall of 2011.

Several of the discussion groups were hosted by Hartford area organizations including AFCAMP, Family Life Education, Children's Medical Center, Christiansen Consulting, Inc., University of Connecticut (UCONN) School of Social Work, and UCONN Health Center. In addition, discussion groups were held in Bridgeport and Stamford. The hosts were asked to pull together individuals to participate in the discussions. The discussions included groups of doctors and health care providers, social workers, community service and child care providers, philanthropists, parents, community and elected officials.

Several important needs emerged from the discussion groups:

- Child abuse and neglect was a significant problem in these communities that needed to be addressed.
- A community-wide response to the problem was needed that would involve many providers, formal and informal supports, and parents.
- Parents needed clear, concrete and effective information to help manage challenging child behavior and develop positive relationships with their children. Parents said they weren't quite sure what parenting behaviors were or were not considered child abuse and neglect. They said they were not sure where they could get this information or the help they needed to address the daily challenges of parenting.
- Practitioners needed information and tools to help parents respond to challenging parenting situations and build positive relationships with their children. Practitioners, who often observed parenting difficulties or were asked questions, said they didn't have the tools to provide information and advice, and as a result often placed calls to the child protective services hot line to intervene.

The Trust Fund, DSS and others involved in the process saw that Triple P offered an evidence-based and cost effective method to meet the needs expressed by the members of the discussion groups.

Elements of the Triple P program:

- Addresses the problem of child abuse and neglect in a positive and strength-based way.
- Offers community-wide response to the problem and the need to involve many providers, formal and informal supports, and parents in solving this problem and enhancing the lives of parents and children in the city.

- Provides positive, clear, concrete and effective information that helps parents manage their child's behavior while developing positive relationships with them.
- Gives practitioners working with children and families across a broad spectrum of fields information and tools they can easily use to address challenging parenting situations and childhood behavior and resources they can refer to for additional support.
- Creates a network of support for parents where useful information can easily be obtained and used to effectively parent their children.
- Establishes a framework for a consistent positive parenting message that can be disseminated widely throughout the city.

The Trust Fund and others also saw the need to pilot the program to determine if it would be effective in Connecticut before focusing on efforts to go statewide. Hartford and the northeast corner of the state were selected for the pilot sites. Hartford is representative of a multi-ethnic, densely populated urban environment that has high rates of poverty, child abuse and neglect and poor student achievement. It has a well-developed professional and grass roots resources and services community, active neighborhood and faith based organizations, and involved community leaders. The northeast corner also has a diverse population, a high rate of poverty and poor student achievement. However, by contrast, the area is made up of small rural communities, with low-density populations living in five distinct communities, with few services thinly spread out across the region.

In addition, DCF initiated plans to implement Triple P Level 4 on a statewide basis within an existing family support program primarily serving families involved with the child welfare system.

The Implementation of Triple in Connecticut

Beginning in November 2012, the Children's Trust Fund in partnership and with funding from the Hartford Foundation launched an effort to provide training and follow-up support on the Triple P program to individuals working with children and families in Hartford and in eastern Connecticut.

Since then the effort, known as Triple P CT, has successfully trained and accredited more than 140 individuals working in Hartford and five towns in northeastern CT. These individuals received accreditation in training in three levels and three dissemination methods of Triple P, including Triple P Primary Care, Triple P Standard, Triple P Discussion Group Series, and Triple P Selected Seminar series.

These Triple P practitioners are working in a variety of settings and include school social workers, family resource center staff, youth librarians, preschool teachers, recreation staff, case managers, behavior technicians, school counselors, home visitors, health care clinicians, mental health counselors and outreach workers. Clinical and implementation support is available to 10

Triple P practitioners, which includes one-on-one coaching, telephone support and refresher workshops. A public awareness campaign was launched in May 2014 and includes community kickoff events, radio public service announcements, and the development of a website, brochures, posters, and billboards. Clear Channel, Inc. is producing public services announcements and providing radio airtime for the campaign pro-bono.

In addition, in 2013 DCF established a Triple P program across the state offering Level 4 Standard and Level 4 Standard Teen through community-based organizations in twenty-nine communities. Through these efforts DCF provided for the training and accreditation of 113 practitioners in Triple P. The practitioners primarily serve families involved with child welfare system. The total caseload for practitioners in 2013 was 2,125. Service providers receive funding from DCF to provide the service on a regular and on-going basis. DCF has provided network and peer support for these providers and will be enhancing its data system to include more information about the outcomes for families involved with its Triple P program.

The experience of the pilot and DCF will be analyzed and used to help inform the feasibility study, subject to further discussion and mutual agreement among the partnering agencies, as the project partners identify the specific needs around the collection and sharing of data, reporting and other parameters needed for the feasibility study. This may include, but is not limited to:

- The feedback from the organizations and practitioners that participated in the training –will provide information and insight into where and in what ways Triple P is a good fit for the state’s community of providers and families.
- The feedback and experience of the practitioner organizations will help to inform what is needed for high quality implementation and sustainable practice.
- Feedback from interviews with parents will help to determine if, and in what ways, the program was helpful to them.
- The differences in the geographic areas of the pilot effort will help identify where Triple P has universal application and appeal.
- The geographical differences will also shed light on where the living environment or population might affect outcomes or implementation, and if the program is transferable to similar areas across the state.

In addition, the partnering agencies will revisit the discussion groups to inform them of the work underway with Triple P across the state and about the feasibility study, and to engage them in thinking about opportunities within their communities to expand the program, and any challenges that need to be addressed for successful implementation. This feedback will be considered as a part of the feasibility study. 11

Purpose of the Grant

The primary purpose of this grant is to assess the potential, determine the costs and develop a feasibility plan to implement Triple P on a large enough scale to positively impact and involve entire communities across Connecticut in efforts to prevent emotional and developmental problems in children by enhancing the knowledge, skills, and confidence of parents.

Central to purpose of the grant is a feasibility study. In addition, the project would also include a project management structure that would manage and oversee the feasibility study and engage in a number of community development activities to involve stakeholders and community members in the project.

The Feasibility Study

The Institute for Child Success (ICS) would conduct a feasibility study to determine whether a social impact bond would be an appropriate funding vehicle for Triple P program in Connecticut.

Why a Feasibility Study

The experience of ICS in South Carolina and elsewhere indicates that the completion of a feasibility study is a necessary prerequisite for governments and program providers to move forward with the development of social impact financing projects to improve outcomes for young children.

The proposed feasibility study will be used to determine the potential costs savings to the state of Connecticut from a large-scale implementation of the program. It will do this by examining the demonstrated positive outcomes of Triple P - including the reduction of child abuse and neglect cases, non-accidental injuries, and out-of-home placements, as well as the reduction in the number of children with significant emotional and behavioral challenges – in light of their potential cost savings to the state. Several studies indicate that the savings could be significant. For example, the Washington State Institute of Public Policy (WSIPP) reported in 2013 that, when fully implemented as a public health approach for parent effectiveness, Triple P could save \$722 per participant through the prevention of child abuse and neglect, and up to an additional \$1,788 per participant through the prevention of child mental health and behavioral disorders. WSIPP calculated the odds of achieving overall cost savings at 92-100%.¹

Components of the Feasibility Study

The major components of the study are outlined below.

1) Experience with Triple P in Connecticut ¹

¹ Lee, S. A., & Drake, E. P. (2012). *Return on investment: Evidence-based options to improve statewide outcomes*. Olympia: Washington State Institute for Public Policy.

The purpose of the section will be to assess the experience and progress of Connecticut's current efforts with the Triple P program. It will explore the implementation strategy for the program, the success of organizations and individual providers involved with the implementation, and the experiences of the families that have participated in the program. The assessment will involve a review of the program development and training efforts, focus groups and interviews, and meeting with program leaders. Information and insight obtained from this component of the report will help to inform the proposed plan for a high-quality implementation of the Triple P program, including the cost of implementation.

2) Cost-benefit analysis for Connecticut

This section will focus on the cost of child maltreatment and poor parenting outcomes in Connecticut. Connecticut specific data will be used to determine the baseline measures for outcomes in the target population and projected change in outcomes that would result from an expansion of the program.

3) Determine benefits and savings from Triple P

The purpose of this section will be to evaluate the cost savings that are likely to result for the state of Connecticut from large-scale implementation of Triple P. The cost benefit analysis conducted by Washington State Institute for Public Policy will be a primary source for this purpose. In addition, the outcomes for Triple P in the study conducted by the Centers for Disease Control in South Carolina will be assessed with the data from 21 other randomized control studies to project program outcomes for specific populations and communities in Connecticut.

4) Plan for and cost out Triple P scale-up in CT

In this section the study will use the information from the earlier sections to determine the target population, the location, and if all or some of the program components should be implemented. A cost estimate for the program expansion including training, contracts with local providers, infrastructure necessary for effective implementation, data collection and evaluation will also be included in this section.

5) Plan for administration and implementation of the Triple P program.

The purpose of this section will be to determine how and by whom the program would be administered and implemented. This section would answer several questions, including would one state agency or all three funding partners be responsible for the program or various aspects of the program, what are their current capabilities, what would be needed for full implementation, is there a need for state level 'hub' or training or technical assistance center needed for implementing the program.

6) Which outcomes might be used to trigger payment and how might they be measured?

This section will assess in detail the key program outcomes tied to cost savings. It will address ways the outcomes can be measured, tracked and evaluated. Key stakeholders in child abuse

prevention, parenting education, and the social financing fields will be consulted for their experience and advice to ensure that the outcomes selected for payments to investors are measureable and tied to actual cost savings. The current child abuse and neglect situation in Connecticut will guide the selection of key outcomes that should be used in a social impact bond contract.

7) Summarize analysis and proposal

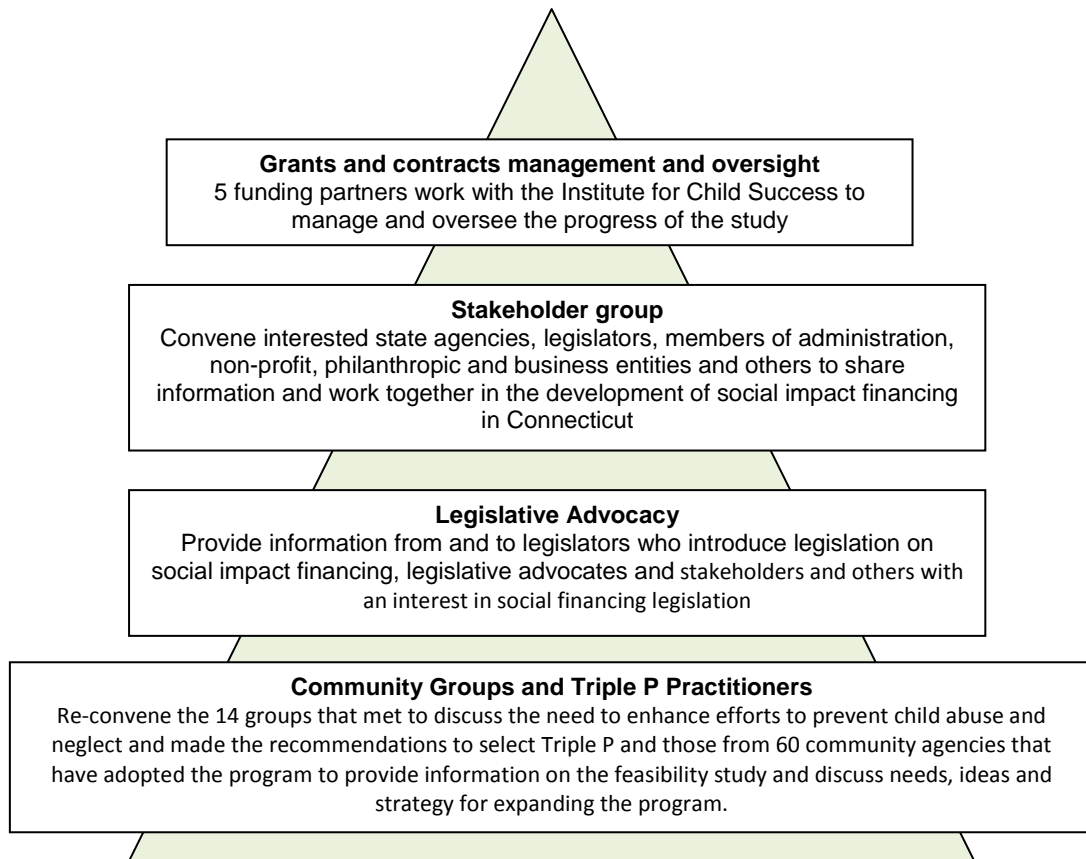
This section will summarize the findings from the feasibility study including the proposal to expand and enhance Triple P in Connecticut. It will include a presentation to potential investors, payers, and other interested parties, a list of potential investors, a plan to approach those investors. The study will take approximately eight months to complete.

Grant and Project Management and Community Development

The five funding partners will organize and facilitate a multi-tiered approach to project management by convening, communicating and educating stakeholders, legislative advocates, experts and providers in the field, and Triple P practitioners and local communities. The funding partners will identify key stakeholders at every level of the structure and invite them to engage in this effort. The project management structure will serve to ensure that:

- The feasibility study is progressing as planned
- Key stakeholders are informed and involved in the development of the social impact financing in Connecticut, support social impact bond legislation, and help to identify potential investors
- Those involved with the development of social impact financing across the state have the opportunity to provide information and participate in the legislative process related to social financing legislation
- Experts and providers in the field have the opportunity to participate in local discussions about Triple P and have input in the design of a scaled up program
- Triple P practitioners and local communities in the field are able to provide input to the study based on their experience, needs and the outcomes of their efforts

The objectives and scope of activity for each tier within the structure is depicted in the chart below.



Staff from each of the state partnering agencies will support the various aspects of this work. OEC staff assigned to coordinate the project will organize and facilitate work across the funding partnership and within each of the tiers. DSS staff will manage contracts and grants related to this project. OEC and DCF staff will provide information and data about the pilot and DCF effort for the study. DSS, DCF and OEC legislative and government relations staff will coordinate and provide information to and from relevant legislative and governmental agencies and others involved with social financing legislation.

Specific Use of the Funds

The three state agencies, DSS, DCF and OEC, are each contributing \$20,000 toward the cost of the feasibility study. In addition, each of the state agency partners is providing staff in-kind to support the various aspects of work of the project as noted above.

The state agency funds would be combined with \$20,000 each from the Hartford Foundation and the Grossman Family Foundation to cover the cost of the feasibility study. The funds will be provided to the Institute for Child Success (the study is described and outlined elsewhere in this application.) through a contract for their services issued by DSS. Specifically, the combined funds will be used to support the work of expert consultants from ICS, Megan Golden and Joe Waters to conduct the feasibility analysis.

Joe Waters and Megan Golden are considered national experts on these of social innovation financing as a mechanism to improve outcomes for young children. Their collaboration at the Institute for Child Success began in 2012 in the planning of a Nurse-Family Partnership social impact bond feasibility process and has continued to the present time. The Nurse-Family Partnership feasibility study has been credited with accelerating social impact financing for home visiting and has been a model for feasibility studies more broadly. Additionally, Golden and Waters have experience collaborating in the development of new knowledge in the field including publishing *Pay for Success Financing for Early Childhood Programs: A Path Forward* and "*Taking Pay for Success Financing to the South*" at *Stanford Social Innovation Review*. Moreover, they have facilitated panel discussions with ReadyNation, The Aspen Institute, and the Brookings Institution (upcoming). Megan and Joe have presented to the National Governor's Association, the National Council of State Legislatures, the White House and several federal agencies, Senate staff, the Institute of Medicine, and numerous other audiences on PFS financing.

About the Department of Social Services

The Department of Social Services (DSS) is guided by shared belief in human potential. Its mission is to increase the security and well-being of individuals, families, and communities in Connecticut as it aspires to becoming a world class organization.

DSS serves the entire state of Connecticut. The department administers and delivers a wide variety of services to children, families, adults, people with disabilities, and the elderly. These include several programs provided under state and federal mandates including the Food Stamp Act, the Older Americans Act, and the Social Security Act. Under these mandates DSS provides health care coverage, enforces child support laws, offers long-term care and social work support, energy assistance, financial assistance, and aid for food and nutritional needs. In addition, many services funded by the agency are available through community-based agencies and partner contractors. The agency has out-stationed employees at hospitals to expedite Medicaid/HUSKY applications, and also works with community service providers to facilitate program applications.

Its services are largely distributed based on the needs and eligibility of the population in any geographic area. The department is currently serving more than 750,000 individuals in nearly 470,000 households (November 2013 data).

The DSS budget represents one-third of the state budget at roughly \$5.8 billion. The Commissioner of Social Services heads the department. It has two deputy commissioners, one for programs and one for administration. The department is staffed with roughly 1,800 employees. The agency delivers most of its programs through 12 field offices (including three benefits centers available by phone) located throughout the state, with central administrative offices located in Hartford.

Divisions within the Department include:

- Communications and Government Relations
- Strategic Planning
- Integrated Program Services
- Fiscal and Administrative Services
- 12 Regional Offices
- Medical Administration

ICS Vice President - Joe Waters

Joe Waters oversees and provides direction for strategic initiatives, public policy, and communications of the Institute for Child Success (ICS). In that capacity, he focuses on creatively building the Institute's approach for achieving impact, and realizing its mission and goals. He also leads the Institute's efforts in searching for new opportunities, catalyzing innovation, building leadership capacities, developing partnerships, and crafting and executing initiatives in support of all pillars (research, integration, and policy) of the Institute's work.

Joe works with local, state, and federal elected government leaders and their staffs, corporate leaders, and other partners to ensure the success of every child in school, their lifelong health, and contribution to a prosperous society. Joe has led the Institute's efforts in impact investing, including ICS' exploration of the feasibility of using Social Impact Bonds to scale and sustain early childhood home visiting interventions.

Furthermore, Joe leads ICS' efforts to reform South Carolina First Steps to School Readiness which has included the drafting of significant bi-partisan legislation to overhaul the work of that agency; work to successfully expand and improve the quality of publicly supported 4K in South Carolina; and efforts to expand evidence-based home visiting. He leads a substantial exploration – in partnership with design firm Ferebee Lane + Co. – of using design techniques to tackle complex, systems-level challenges in early childhood health and education. A Greenville, South Carolina native Joe earned his Bachelor of Arts degree in history from Furman University and his Master of Divinity degree from Duke University

ICS Fellow - Megan Golden

Megan

Golden is the first nonresident Fellow at ICS. Megan Golden is currently a Fellow at the NYU Wagner Graduate School of Public Service's Innovation Labs, where she studies innovative financing mechanisms for cost-effective social programs. She also works as a consultant, helping government and nonprofit organizations increase their impact. From 1999-2011, Megan was the Director of Planning and Government Innovation at the Vera Institute of Justice, where she worked in partnership with government to implement innovations in criminal justice, juvenile justice, child welfare, school safety, mental health, and eldercare. In addition to creating and launching eight innovative programs, she led a major reform of New Orleans's criminal justice system and helped Chinese academics and officials pilot criminal justice reforms. In addition to her work at Vera, Megan directed the Fellowship for Emerging Leaders in Public Service at the NYU Wagner Graduate School of Public Service from 2006 - 2009. Megan practiced law from 1992-1994 as a Skadden Fellow at the Neighborhood Defender Service of Harlem. In 1994, she was awarded a White House Fellowship. Megan began her career working for New York City government as an Urban Fellow. She has a BA in political science from Brown University and a JD magna cum laude from the New York University School of Law.

Budget and Budget Narrative for Proposed Project

Provided is a list of all income and expense items for project for all funding sources

Expenses	Proposed Budget
STAFF TIME	\$ 85,000.00
Megan Golden	\$ 60,000.00
Joe Waters	\$ 15,000.00
Research Director	\$ 5,000.00
Administrative Assistant	\$ 2,500.00
Student Intern	\$ 2,500.00
	\$ 9,500.00
TRAVEL	
5 trips for Megan & student to CT	\$ 1,500.00
3 trips for Joe, Research Director to CT	\$ 6,000.00
Travel to 1 national meeting on Pay for Success and child welfare	\$ 2,000.00
	\$ 5,500.00
MISCELLANEOUS	
Printing and other expenses	\$ 2,500.00
Hosting national convening on PFS and child welfare in CT	\$ 3,000.00
	\$ 100,000.00

Total Expenses

Project Budget Committed		Cash	In-Kind	Project Budget Pending	
Name	Amount		Assistance with	Name	Amount
CT Department of Children and Families (DCF)	\$20,000		Data collection	Hartford Foundation	\$20,000
CT Department of Social Services (DSS)	\$20,000		Legislative efforts	Grossman Family Foundation	\$20,000
CT Office of Early Childhood	\$20,000		Project Coordination		