

**State of Connecticut  
Department of Social Services  
FQHC Funding  
REQUEST FOR APPLICATIONS**

**032808\_DSS\_FQHC\_RFA  
SECOND Addendum  
RELEASE DATE - 042808**

The following information amends the contents of the original RFA issued on March 28, 2008.

The Department has issued the forty-eight clarifying questions submitted by Bidders and the Department's responses to each on pages two through eight of this addendum.

This SECOND Addendum to 032808\_DSS\_FQHC\_RFA is being issued by the Issuing Office on the 28<sup>h</sup> day of April, 2008.

**This Addendum must be signed and returned with your submission.**

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Company Name

Approved \_\_\_\_\_

**Kathleen M. Brennan  
State of Connecticut  
Department of Social Services**  
(Original Signature on Document in Procurement File)

1. How much flexibility will there be for each center to apply for funds that meet our specific area needs?

**The Department welcomes proposals that would provide the best value to clients based on local conditions.**

2. Will there be a minimum evening/weekend requirement for centers? Specifically if evening access is a problem due to transportation issues.

**The minimum requirement referenced in the RFA is 3 weekday evenings until 8 pm and 4 hours on Saturday. However, the applicant may propose an alternative configuration of extended hours, so long as the total number of new extended hours is no less than 13 and includes at least four Saturday hours. E.g., an applicant may propose 5 weekdays until 6:30pm and 8:30am to 2pm on Saturdays. The new extended hours may be distributed across more than one site.**

3. Can the grant provide not only provider funding but supportive staff funding?
  - a. Medical assistants?
  - b. Registration staff?
  - c. Financial Counselor?
  - d. Supervisory staff?

**Yes**

4. Are there any limitations on equipment funding?

**No**

5. How will the funding once approved be allocated to each center?

**The Department will contract with each approved provider to implement the proposed initiatives. The contract will specify the methodology and timing of payments. The payment methodology will be based on the proposed initiative and negotiated with the provider. Examples of types of payment methodologies include deliverable-based payments, performance-based payments, outcome-based payments; payments based on the achievement of specified milestones; cost reimbursement payments or pre-payments subject to reconciliation. The frequency of the payments will also be negotiated but may not be any more frequent than quarterly.**

6. Are there specific budget forms DSS would like us to use? None were included with the RFA.

**No. Please submit a line-item budget in your own format.**

7. DSS wants the budget presented by proposed projects. For each project, does DSS further want each line item cost delineated as one-time purchases, administrative and service functions, and administrative costs?

**Please submit a line-item budget in your own format.**

8. What line items are allowed?

**Please submit a line-item budget in your own format.**

9. May we carry-over unexpended funds from SFY08 into SFY09?

**The Department has requested carry-forward of the SFY08 funds into SFY09. This carry-forward request is subject to the approval of the Office of Policy and Management and the provisions of the appropriations act. Contractors will not be permitted to carry-over funds in SFY09 and subsequent fiscal years.**

10. If there are unexpended dollars in SFY09, may we carry them over into SFY10?

**See the Department's response to question #9.**

11. May we submit a single budget that requests all of the dollars (\$588,000) for SFY09?

**Yes**

12. Please elaborate on the one-time expenditures that are permissible per item E3 on RFA p. 6.

**There is quite a range of acceptable expenditures. Examples might include renovations, information systems, and office equipment.**

13. What is the difference between an administrative & a service function per item D3 on RFA p. 6?

**A service function is a function that involves the direct provision of services to a client. An administrative function is a function that supports the services. As an example, the salary and fringe of direct service staff would fall into the service function category. Other expenditures such as support staff, rent and supplies, other than one-time expenditures, that support the direct provision of services would be considered administrative.**

14. Per the RFA (p. 3), DSS is reassessing the dispensing fee for 340b dispensed pharmaceuticals. When is it anticipated that a determination be made?

**The Department does not have an anticipated start date for a change in the dispensing fee.**

15. May the CD ROM copy of the application be submitted as an Adobe PDF file? While it is possible to submit the narrative as a WORD file, the required forms are not currently available to applicants in that form. Letters from collaborating FQHCs or other entities would need to be scanned documents.

**The narrative must be a WORD file. Accompanying documents may be submitted as a PDF.**

16. Does the 15 page limit include the Table of Contents and the Cover Page identifying the applicant?

**No**

17. May funds be utilized for minor renovations to a building that the FQHC leases on a long-term?

**Yes, for minor renovations, but not capitalized renovations.**

18. Regarding extending service hours: Our agency has numerous sites, and we are proposing expansion of hours in two of them. One of the sites is already open one night from 8:00 a.m.- 7:30 p.m. and is open on Saturday for 4 hours. We are proposing opening for 4-5 hours on Sunday. We are proposing to open another at another site on Saturday for 4 hours. In the RFA, extended hours are defined as having access to services at the facility at least 3 weekday evenings until 8p.m. and 4-5 hours on Saturday. Will opening an extra day at each site suffice or are we required to open 3 weekday evenings until 8:00 p.m. at the proposed sites and 4 hours on Saturday?

**See the Department's response to question #2.**

19. Do we subcontract the \$52,000 from the 588 for the **initial** DSS worker that will be stationed at our FQHC? The RFA references an **additional** worker only.

**The total budget available for the expansion of hours is \$294,000 each year. The funding for the DSS outstationed worker under the recently executed agreements is separate. If the agency proposes any additional workers in its application, funding for this additional worker would come out of the \$294,000.**

20. Are there any unallowable costs for the budget?

**They applicant may include any costs in its proposal; however, the Department may elect to exclude certain costs on review.**

21. Please define what is expected by expansion. Is it expected there will be an expansion at all sites of hours? When we are open until 8pm at a site, for example, do all services at that site have to be available until that time? What is the expansion priority; is it services, hours, patients, or all equally?

**See the Department's response to question #2. The Department does not require an expansion of hours at all sites. The applicant should propose services that will be available during the extended hours. The applicant should propose the expansion that it believes would provide the greatest value to FQHC patients.**

22. Is there a budget justification required? Is the work plan where we put the budget? Is there a work plan with timetables required?

**Section C should provide a work plan with timetables and a detailed budget justification. Section D should contain the line item budget.**

23. When is the required start date for expansion of hours? Will we be allowed a transition period?

**Applicants will be permitted a transition period to implement extended service hours.**

24. Will we be allowed a period for evaluation of the success of expanded hours? For example, if our hours are expanded to 8pm, but we find that we aren't getting any patients between 7:00-8:00, can we then do a change of hours to change our closing time to 7:00?

**At a future date, applicants will be permitted to propose changes in contract requirements for consideration by the Department based on experience and evaluation data.**

25. Please confirm if the award can be utilized over multiple sites or is limited to one site?

**Multiple sites are permissible.**

26. Please confirm if the award can be used to expand services by opening a new primary service site in a previously un-served area. If yes, please confirm if the award may be used for furniture/fixtures/equipment as well as rent, salaries and benefits.

**If the applicant already meets the extended service hours requirement at one of its existing sites, it can propose instead to use the funds to open a new primary service site in a previously un-served area. In this case, the award**

**may be used for furniture/fixtures/equipment as well as rent, salaries and benefits.**

27. Are the extended hour's requirements only applicable to primary medical care or to dental/behavioral health as well?

**At a minimum, the extended hours requirement must apply to primary medical care. The Department will consider expanding the requirement to other services areas in the future.**

28. Based upon repeated studies, we do not find support for remaining open until 8 pm, but do find demand to remain open until 7 pm. Is this acceptable as extended hours?

**See the Department's response to question #2.**

29. Section 2, Part D Financial Information – says the budget must allocate the requested funds to one-time purchases, administrative and service functions and administrative costs. Does this mean the FQHC can include wage and fringe costs as line items for the additional staffing needed to cover the extended service hours?

**Yes**

30. Is there a percentage limit on total budget amount for Administrative costs?

**No**

31. Are there any specific exclusions to the Administrative Costs and Service Function line items?

**They applicant may include any costs in its proposal, however, the Department may elect to exclude certain costs on review.**

32. We realize that the contract term is June 1, 2008 until June 30, 2009; however could you please clarify the funding period? Is the funding period from July 1, 2007 through June 30, 2009, as was originally approved by the Legislature?

**The funding period is also from June 1, 2008 until June 30, 2009. The contracts cannot be used to fund costs that were incurred prior to the contract start date.**

33. Does the project proposal have to begin on or after June 1, 2008?

**Yes, on or after June 1, 2008.**

34. Because this funding was originally approved for FY 2008 and FY 2009, can the FY 2008 funding be used for a project that began during FY 2008 but prior to June 1, 2008?

**The contracts cannot be used to fund costs that were incurred prior to the contract start date.**

35. Can funding be used for expenses that occurred between July 1, 2007 and May 31, 2008?

**The contracts cannot be used to fund costs that were incurred prior to the contract start date.**

36. If we are currently open four evenings a week until 8:00 p.m., may the funding be used to add providers which would allow us to see more clients?

**Yes, as long as 1) the funds are used to add new staff rather than support existing staff and 2) the clinic meets the extended hours requirement described in the Department's response to question #2.**

37. If a project was begun during FY 2008 under the assumption that we would be receiving this funding as of July 1, 2007, will we be able to reimburse ourselves for these costs?

**The contracts cannot be used to fund costs that were incurred prior to the contract start date.**

38. Can funds be used to pay for ongoing costs of existing projects?

**No.**

39. Can these funds be used for recruiting costs/fees for adding providers?

**Yes**

40. If we are currently open four evenings a week until 8:00 p.m., may the funding be used to cover existing costs?

**No**

41. Are we required to have Saturday hours?

**Yes. See the Department's response to question #2.**

42. Should we provide only one budget for the entire contract term, or are we to submit two separate budgets – one for FY 2008 and one for FY 2009?

**You may submit a single integrated budget for this 13 month term.**

43. Will DSS be providing us with the budget forms? If not could you please give us a budget example to follow?

**Please submit a budget in your own format.**

44. Will we be allowed to submit budget revisions?

**At a future date, applicants will be permitted to propose changes in contract requirements for consideration by the Department based on experience and evaluation data.**

45. The funding was originally approved for a 24 month period. If we are now supposed to spend it within a 13 month period, will DSS consider allowing us to carry-over unspent funds into FY 2010?

**No. Carry-over will not be permitted in SFY09 and subsequent fiscal years.**

46. Because the mandatory DSS eligibility workers will not be starting at the CHC sites until June or July, will the prorated amount of the \$58,000 for FY 2008 be added back to our contracts?

**No, unspent funds allocated for eligibility workers will lapse.**

47. Am I correct in my assumption that the total budget available for expansion of hours would be \$294,000 less the \$52,000 for the DSS out stationed worker, leaving a balance of \$242,000?

**No, the total budget available for the expansion of hours is \$294,000. The funding for the DSS outstationed worker under the recently executed agreements is separate. If the agency proposes any additional workers in this application, funding for this additional worker would come out of the \$294,000.**

48. Would a ramp up period for expanded hours be allowable in the budget? In other words, could we initially start one evening and increase to three evenings over a period of a few months? This ramp up period would afford us more time to hire additional staff to cover the evenings and weekends.

**Yes, a ramp up period is acceptable.**



**State of Connecticut  
Department of Social Services  
FQHC Funding  
REQUEST FOR APPLICATIONS**

**032808\_DSS\_FQHC\_RFA**

**FIRST Addendum**

**RELEASE DATE - 042508**

The following information amends the contents of the original RFA issued on March 28, 2008.

**B. Application Schedule**

Milestones	Ending Dates
RFA Released	March 28, 2008
Letter of Intent	April 11, 2008
Applicant Questions Due	April 11, 2008
<b>Department's Responses to Questions</b>	<b>April 28, 2008</b>
<b>Applications Due by 3:00 PM Local Time</b>	<b>May 12, 2008</b>
<b>Successful Applicants Announced</b>	<b>May 30, 2008</b>

This FIRST Addendum to 032808\_DSS\_FQHC\_RFA is being issued by the Issuing Office on the 25<sup>h</sup> day of April, 2008.

**This Addendum must be signed and returned with your submission.**

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Company Name

Approved \_\_\_\_\_

**Kathleen M. Brennan**  
State of Connecticut  
Department of Social Services  
(Original Signature on Document in Procurement File)

**STATE OF CONNECTICUT  
Department of Social Services**

**Request for Applications**

The Department of Social Services is requesting applications from Federally Qualified Health Centers (“FQHCs”) in the State of Connecticut that would utilize available funding for improvements in access and quality of care.

Completed applications must be received at the Department no later than **3:00 P.M. Local Time on Wednesday, April 30, 2008**. Applications received after that date and time might be accepted by the Department as a clerical function but will not be opened and evaluated. **ALL APPLICATIONS MUST BE IN SEALED ENVELOPES CLEARLY MARKED “FQHC Funding RFA”**.

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

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

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

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

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

### **Section 1 Department Overview**

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

The agency is led by a Commissioner, and there are two Deputy Commissioners, one for Programs and one for Administration. There are three regional administrators responsible for each of the three DSS service regions. By statute, there is a statewide advisory council to the Commissioner, and each region has a regional advisory board.

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

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

The purpose of this Request for Applications is to seek applications from FQHCs in the State of Connecticut that would utilize up to \$294,000.00 in annual funding from the Department during state fiscal year 2008 and state fiscal year 2009 to support improvements in access and quality of care. At a minimum, the FQHC’s application must include a proposal to expand service hours but may also include additional proposals for the use of the funds. The Department’s expectation for extended services hours and description of possible additional uses of the funds are described below.

**A. Extended service hours:** Expansion of hours of operation into evenings and weekends at one or more service sites must be a primary use of the funds requested by the FQHC. Extended hours would improve access for working individuals, parents and children and it may reduce reliance on use of Emergency Departments for urgent care. In order to promote the use of these extended hours, Governor Rell has recommended a \$100,000 appropriation in SFY 2009 in DSS to provide for an outreach and information campaign on alternatives to seeking Emergency Department services for DSS clients. Extended hours are defined as having access to services at the facility at least 3 weekday evenings until 8 pm and 4-5 hours on Saturday. Your application submission must include a request for funds to be used for the expansion of service hours unless you can substantiate that the requesting FQHC currently provides extended service hours or that there is an impediment that cannot be overcome that prohibits the implementation of extended service hours.

**B. Additional Uses:**

1. **340b Expansion:** Expansion into 340b pharmaceutical services. With either on site 340b pharmacy services or contracted services, there is the opportunity for enhanced care

coordination, better medication adherence and a cost savings to the FQHCs and the state. A respondent may propose the use of funding to support one time costs or ongoing support for a 340b expansion

Note: The department is presently reassessing the dispensing fee for 340b dispensed pharmaceuticals in an effort to make 340b expansions more cost effective for participating FQHCs.

2. **Other Health Initiatives**: FQHCs are also invited to propose other creative health initiatives that when implemented, would support access to and quality of care, or which would provide other benefits to the health care community. Examples of initiatives include residency programs or other health professional training programs, open scheduling, treatment adherence monitoring or disease management.
3. **Outstationed Eligibility Workers**: FQHCs that would benefit from the placement of an additional outstationed eligibility worker could propose to use some portion of the available dollars to add additional workers to support timely eligibility determination and to facilitate applications for other DSS programs. Each outstationed worker would cost \$52,000 on an annual basis.
4. **Integrate Medical and Behavioral Health Care**: In order to improve integration of general medical and health services for individuals with psychiatric and substance use disorders, FQHCs are encouraged to propose establishing formal linkages with:
  - a. facilities operated by or funded by the Department of Mental Health and Addiction Services (DMHAS). This includes DMHAS designated Local Mental Health Authorities (LMHAs) and private non-profit substance abuse treatment agencies funded by DMHAS, or
  - b. freestanding and hospital clinics that have qualified as Enhanced Care Clinics under the Connecticut Behavioral Health Partnership

### **Section 3 Available Funding**

The Department has been granted \$3,800,000.00 in annual funding in each state fiscal year 2008 and 2009 to be distributed to Federally Qualified Health Centers (FQHCs) in support of improvements in access and quality of care. Each of the Department's thirteen Medicaid enrolled FQHCs will be eligible to receive funding up to the amount of \$294,000 in each state fiscal year 2008 and 2009 to support these improvements. Receipt of funds will be contingent upon the FQHC's submission of and the Department's review and approval of a proposal to improve access or quality of care that, at a minimum, must include the expansion of service hours and may include a proposal for additional uses of the funds.

The actual dollar value and number of resultant contract(s) will be determined by the Department through an evaluation of the applicants' proposed use of the requested funds including the applicants' justification for the use of the requested funds and a narrative that describes how the proposed utilization of the funds would support the Statement of Purpose as set forth in Part I Section 2 of this RFA.

The narrative must estimate the number of clients who would benefit if the Department awarded the applicant organization with the funds requested in the application. Partnerships with other FQHCs are encouraged.

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

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

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

1. The identification and location of the applicant organization (name; address; FEIN number; contact person and contact information including phone, fax and e-mail address);
2. If applicable, the identification and location of any collaborating or partnering organization (name; address; FEIN number; contact person and contact information including phone, fax and e-mail address);
3. Certification that the applicant organization and any collaborating or partnering agency is a Federally Qualified Health Center (as defined in section 1905 (I)(2)(B) of the Social Security Act [42 USC 1396d (I)(2)(B)]).
4. A description of the FQHC's current system and its limitations to provide available and accessible resources and services for clients. If the applicant organization is partnering or collaborating with other FQHCs, a responsive application must also include this information for each partnering or collaborating agency.

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

1. A clear description of the roles and responsibilities of the staff of the applicant organizations, including any proposed collaborating or partner agencies that will implement the project if the funds are awarded.
2. A designation of the applicant's staff identified in B1 above that are considered by the applicant to be "key personnel". For purposes of this RFA "key personnel" are those of the applicant's staff that the applicant considers necessary in order to achieve each of the proposed project's objectives.
3. A resume, curriculum vitae or biography for each of the designated key personnel.
4. The identification of the position(s) within the applicant's organization that would have day-to-day responsibility for leadership of each proposed project and the key tasks associated with implementation of each of the proposed project's activities.
5. If the positions identified in B4 above are filled, a resume, curriculum vitae or biography of the staff person in the position. If the position is vacant, a description of the job responsibilities and the plan to recruit and hire for the position.

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

A responsive application must demonstrate how the funding, if awarded, would be used by the applicant organization for each proposed project and describe how each proposed project will result in improvements in access and quality of care.

**A. Executive Summary:** To be considered responsive an application must include an Executive Summary, limited to two (2) pages in length for each proposed project, that:

1. Clearly and concisely sets forth the organization's goals and objectives for participating in this RFA process and the amount of funds being requested up to a maximum of \$294,000.00 in SFY 08 and SFY 09;
2. Clearly acknowledges the organization's understanding that the funds awarded through this process will be available for SFY 08 and SFY 09. Funding commitments after SFY 09 are contingent on availability of appropriated dollars.
3. Clearly acknowledges that if the funds are to be used to purchase equipment the equipment shall be for the use of the FQHC;
4. Clearly acknowledges that if the funds are to be used for minor renovations to a building or facility, that the building or facility to be renovated belongs to the FQHC;
5. Clearly states whether and to what extent the applicant organization would be able to continue to support any recurring expenses beyond SFY 09 in the event that appropriated funds are not available beyond SFY 09.
6. States, if applicable, that the applicant organization is partnering or collaborating with another FQHC or another entity.

**B. Narrative Description for each Proposed Project(s):** To be considered responsive an application must include for each project proposed: a narrative description of the project; a description of how the proposed use of the funds will assist in the increase in access and improve quality of care and an estimate of the number of clients who would benefit if the Department approved the project.

**C. Work Plan for the Proposed Project(s):** To be considered responsive an application must include for each project proposed: a clear and descriptive work plan that:

1. Explains how the applicant organization will use the awarded funds;
2. Provides detailed cost information with a corresponding justification for purchases and/or expenditures.
3. Explains how the purchases or expenditures will achieve the goal(s) of the project; and
4. If the applicant organization has stated in its Executive Summary that they will be partnering or collaborating with another FQHC or other entity, includes a letter from the collaborating or partner entity which states their intention to work with the applicant organization and a description of their role in each proposed project.

**C. Evaluation Process:** To be considered responsive an application must include for each proposed project:

1. A clear description of the approach and method(s) that the applicant organization will utilize to evaluate the applicant organization's progress towards achieving the project's goals and objectives.

2. Identification of the data that the applicant organization will collect to conduct the evaluation.
3. The timeline(s) for the implementation of the evaluation process.

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

1. Identify the total amount of funds the applicant organization is applying for;
2. If multiple projects are proposed, state the funding requested for each proposed project;
3. For each proposed project include a proposed line-item budget for the utilization of the requested funds. Using June 1, 2008 as the start of the budget period, identify proposed expenditures by date and line-item. **NOTE WELL:** The budget must allocate the requested funds to one-time purchases, administrative and service functions, and administrative costs by line item.

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

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

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

### **Section 1 – THE CONTRACT**

The resulting contracts from this application process will be a Personal Service Agreement (PSA). The Mandatory Terms and Conditions for all PSAs are set forth in Appendix I to this RFA. Any contract developed as a result of this RFA will be subject to State contracting procedures, which may include approval by the Connecticut State Attorney General's Office. Please note that a contract resulting from this application process is executory and that no financial commitments can be made until and unless the Office of the Attorney General approves the contract. The term of the resulting contract will be two-years beginning no sooner than June 1, 2008. The Department intends to carry forward the funds from SFY 08 into SFY 09.

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

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

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

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

### **Section 2 – PAYMENT TERMS**

The contract between the successful applicant(s) and the Department will include payment provisions wherein the resultant contractor(s) will be compensated at differing amounts, depending on their applications. The intended funding available to each FQHC through this RFA process is \$294,000.00 for each of two years or \$588,000.00. Payment will be made to successful applicants in accordance with contractual provisions that correspond to the proposed utilization of the funds.

In the unlikely event that all of the dollars available are not applied for or awarded, the department reserves the right to increase awards granted through this RFA process.



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

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

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

Kathleen M. Brennan, Contract Administrator  
Department of Social Services  
25 Sigourney Street Hartford, CT 06106  
Phone: (860) 424-5693 - Fax: (860) 424-4953  
e-mail: [kathleen.brennan@ct.gov](mailto:kathleen.brennan@ct.gov)

### **B. Application Schedule**

Milestones	Ending Dates
RFA Released	March 28, 2008
Letter of Intent	April 11, 2008
Applicant Questions Due	April 11, 2008
Department's Responses to Questions	April 18, 2008
Applications Due by 3:00 PM Local Time	April 30, 2008
Successful Applicants Announced	May 16, 2008

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

Interested applicants are requested to submit a letter of intent **by 3:00 PM Local Time on April 11, 2008** to the Issuing Office to advise the Department of their intention to present a response to this RFA. The Letter of Intent should state the amount of the funds requested by the applicant in their RFA response. The Letter of Intent may be faxed or e-mailed to the Issuing Office to meet this deadline.

### **D. Applicant Questions**

The Department will accept written questions submitted **by 3:00 PM Local Time on April 11, 2008**. Written questions may be sent via e-mail or facsimile to meet this deadline. The Department will only respond to those questions submitted in writing by the stated deadline. Submit questions to the Issuing Office. The Department's official responses to all questions will be posted as an official amendment to the RFA that will be posted with the RFA on the State's Procurement/Contracting Portal on or about April 18, 2008. It is the Applicant's responsibility to access the State's Procurement Contracting Portal to obtain any amendment to or official announcements pertaining to this RFA.

#### **E. Response Date and Time**

The Issuing Office must receive applications by **3:00 PM Local Time, April 30, 2008** in order to be considered for selection. A postmark date will not be considered as the basis for meeting any submission deadline. Receipt of an application after the closing date and time as stated herein shall not be construed as acceptance of the application.

#### **F. Application Preparation Expenses**

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

#### **G. Evaluation and Selection**

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

#### **H. Contract Execution**

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

#### **I. Applicant Debriefing**

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

#### **J. Freedom of Information:**

Due regard will be given to the protection of proprietary information contained in all applications received; however, applicants should be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act, and the Privacy Act and all rules, regulations and interpretations resulting therefrom. Applicants must provide convincing explanation and rationale sufficient to justify each exception from release consistent with Section 1-210 of the Connecticut General Statutes to claim proprietary exemption.

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

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

**K. Affirmative Action**

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

**L. Rights Reserved**

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

1. Cancel the procurement at any time prior to contract execution.
2. Amend this solicitation at any time prior to contract execution.
3. Refuse to accept, or return accepted applications that do not comply with solicitation requirements.
4. Reject any application that is received after the deadline.
5. Require applicants, at their expense, to submit written clarification of applications in a manner or format that the Department may require.
6. Require that all applications submitted in response to this solicitation, upon receipt by the Department, become the property of the State of Connecticut.
7. Invite applicants, but not necessarily all, to make an oral presentation to assist the Department in their determination of award. The Department further reserves the right to limit the number of applicants invited to make such a presentation. The oral presentation shall only be permitted for purpose of application clarification and not to allow changes to be made to the application.
8. Allow no additions or changes to the original application after the due date specified herein, except as may be authorized by the Department.
9. Dispose of all applications and documents from applicants not selected to negotiate a contract with the Department.
10. Award in part or reject any and all applications in whole or in part; to waive technical defects, administrative deficiencies, irregularities and omissions, if in its judgment the best interests of the Department will be served.
11. Reject the application of any Applicant in default of any prior contract or for misrepresentation of material presented.
12. Reject any and all applications, or portions thereof, received as a result of this procurement or to negotiate separately any service in any manner necessary to serve the best interest of the State.
13. Contract for all or any portion of the scope of work contained within this RFA if it is determined that contracting for a portion of the work will best meet the needs of the State.

14. Award this contract to the Applicant whose application is most advantageous in meeting the needs of the Department, cost and all factors considered.

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

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

**N. Application Submission Format**

1. Applications must be submitted in a loose leaf or spiral bound notebook with the official name of the organization appearing on the outside front cover of each binder and on each page of the application. Each section of the application must be separated by a tab sheet keyed to a table of contents.
2. Copies Necessary – One (1) original hard-copy and (1) exact electronic copy (CD-Rom or disk in Microsoft Word©) of the application must be submitted in a sealed envelope properly marked with “FQHC Funding RFA” and received by the response date and time specified on the front cover of this RFA.
3. Table of Contents - Each application must incorporate a table of contents.
4. Page Numbers - Each page of the application must be numbered consecutively from the beginning of the application through all appended materials.
5. Page Format - The standard page format to be used throughout the application is as follows:
  - a. Text shall be single-sided on 8 1/2” x11” paper in “portrait” orientation.

- b. Text shall be double-spaced
  - c. Font shall be a minimum of twelve (12) point
  - d. The binding edge margin of all pages shall be a minimum of 1 ½ “
6. Page limit – The Application is limited to 15 pages, with the exception of mandatory forms. Applicants are advised to adhere strictly to the limits. The Department will not consider information that extends the page limits.

## **PART V – APPLICATION EVALUATION**

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

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

### **B. Evaluation Process**

An Evaluation Committee established to review and score all applications will be responsible for the recommendation to the Commissioner of the Department. The Evaluation Committee reserves the right to interview the finalists. After the Evaluation Committee has scored the applications, the points awarded will be totaled to determine the ranking. Recommendations, along with pertinent supporting materials, will then be conveyed to the Commissioner of DSS.

## APPENDIX I MANDATORY TERMS AND CONDITIONS

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

### A. CLIENT-RELATED SAFEGUARDS

1. **Inspection of Work Performed.** The Department or its authorized representative shall at all times have the right to enter into the Contractor's premises, or such other places where duties under the contract are being performed, to inspect, to monitor or to evaluate the work being performed. The Contractor and all subcontractors must provide all reasonable facilities and assistance for Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this section shall be made available to the Contractor.
2. **Safeguarding Client Information.** The Department and the Contractor agree to safeguard the use, publication and disclosure of information on all applicants for and all clients who receive service under this contract with all applicable federal and state law concerning confidentiality.
3. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to client abuse and neglect, including but not limited to requirements as specified in Conn. Gen. Stat. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); Conn. Gen. Stat. § 46a-11b (relative to persons with mental retardation); and Conn. Gen. Stat. § 17b-407 (relative to elderly persons).

### B. CONTRACTOR OBLIGATIONS

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

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

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

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

**3. Federal Funds.** The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Department shall specify all such requirements in Part I of this contract.

**4. Audit Requirements.** The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and state single audit standards as applicable.

**5. Prohibited Interest.** The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

**6. Offer of Gratuities.** By its agreement to the terms of this contract, the Contractor certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this contract. The Department may terminate this contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Contractor or its agents or employees.

**7. Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this clause, to the Department on an annual basis in the appropriate fiscal report as specified in Part I of this contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor, its employees, Board members or members of the Contractor's governing body, and a related party include, but are not limited to:

- (a) real estate sales or leases;
- (b) leases for equipment, vehicles or household furnishings;
- (c) mortgages, loans and working capital loans; and
- (d) contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor.

**8. Lobbying.** The Contractor agrees to abide by state and federal lobbying laws, and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.

**9. Suspension or Debarment.**



- (a) Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:
- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or local);
  - (2) within a three year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - (3) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the above offenses;
  - (4) has not within a three year period preceding this agreement had one or more public transactions terminated for cause or fault.
- (b) Any change in the above status shall be immediately reported to the Department.

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

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

**12. Independent Capacity of Contractor.** The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in the performance of this contract will act in an independent capacity and not as officers or employees of the State of Connecticut or of the Department.

**13. Indemnification.**

- (a) The Contractor shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
- (1) claims arising directly or indirectly, in connection with the contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and
  - (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this contract. The contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid

or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the contract.

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

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

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

**15. Compliance with Law and Policy.** Contractor shall comply with all pertinent provisions of local, state and federal laws and regulations as well as Departmental policies and procedures applicable to Contractor's programs as specified in this contract. The Department shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Department has responsibility to promulgate or enforce.

**16. Facility Standards and Licensing Compliance.** The Contractor will comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not

relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

**17. Reports.** The Contractor shall provide the Department with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor agrees to provide the Department with such reports as the Department requests.

**18. Delinquent Reports.** The Contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the Contractor and an opportunity for a meeting with a Department representative, the Department reserves the right to withhold payments for services performed under this Contract if the Department has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with the Department.

**19. Record Keeping and Access.** The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, federal agencies. The Contractor shall retain all such records concerning this contract for a period of three (3) years after the completion and submission to the state of the Contractor's annual financial audit.

**20. Workforce Analysis.** The Contractor shall provide a workforce analysis affirmative action report related to employment practices and procedures.

**21. Litigation.**

- (a) The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this contract, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the contract.
- (b) The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

**C. ALTERATIONS, CANCELLATION AND TERMINATION**

**1. Contract Revisions and Amendments.**

- (a) The Contractor shall submit to the Department in writing any proposed revision to the contract and the Department shall notify the Contractor of receipt of the proposed revision.
- (b) Contract amendments must be in writing and shall not be effective until executed by both parties to the contract, and, where applicable, approved by the Attorney General.
- (c) No amendments may be made to a lapsed contract.

**2. Contract Reduction.**

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

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

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

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

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

**4. Non-enforcement Not to Constitute Waiver.** The failure of either party to insist upon strict performance of any terms or conditions of this agreement shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.

**5. Cancellation and Recoupment.**

- (a) This agreement shall remain in full force and effect for the entire term of the contract period, above, unless either party provides written notice thirty (30) days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.

- (b) In the event the health or welfare of the service recipients is endangered, the Department may cancel the contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The Department shall notify the Contractor of the specific reasons for taking such action in writing within five (5) business days of cancellation. Within five (5) business days of receipt of this notice, the Contractor may request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to present information on why the Department's actions should be reversed or modified. Within five (5) business days of such meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Department. This action of the Commissioner shall be considered final.

- (c) The Department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.

- (d) The Department reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of program(s) under this contract shall not be subject to recoupment. The Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under this contract or any other contract between the State and the Contractor.

**6. Equipment.** In the event this Contract is terminated or not renewed, the Department reserves the right to recoup any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract. For purposes of this provision, equipment means tangible personal property with a normal useful life of at least one year and a value of at least \$5,000. Equipment shall be considered purchased from Contractor funds and not from Department funds if the equipment is purchased for a program that has other sources of income equal to or greater than the equipment purchase price.

**7. Termination.** All notices of termination as defined in the subsections below shall be signed by the Contract Administrator and/or designee, shall specify a date of termination and shall be delivered to the Contractor no less than 90 days prior to the specified date of termination.

a. *Termination for Convenience:*

- i. The Department may terminate performance of work under the Contract in whole or in part whenever for any reason the Department shall determine that such termination is in the best interest of the Department and/or the State of Connecticut.
- ii. In the event that the Department elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

b. *Termination for Financial Instability:*

- i. In the event that the Contractor becomes financially unstable to the point of threatening the ability of the Department to obtain the services provided for under this contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets, the Department may, at its option, immediately terminate this contract.
- ii. In the event the Department elects to terminate this contract under this provision, it shall do so by the Contract Administrator and/or designee sending notice of termination to the Contractor by certified mail, return receipt requested, specifying the date of termination.
- iii. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the Contractor shall immediately so advise the Department. The Contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of the contract and agrees that the filing of a petition in bankruptcy by or against a subcontractor shall, in no way, relieve Contractor of its duties under this contract.

c. *Procedure for Termination:*

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

- i. **Stop work under the contract on the date and to the extent specified in the Notice of Termination.**
- ii. **If the Department so directs in writing, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination or assign to the Department in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the Contractor under the subcontracts not so terminated, in which case the Department shall have the right, in its**

**discretion, to settle or pay any and all claims arising out of the termination of such subcontracts.**

- iii. **Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.**
- iv. **Be entitled to payment for services rendered through the effective date of termination.**

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

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

#### **10. Mergers and Acquisitions.**

- (a) Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department.
- (b) At least ninety (90) days prior to the effective date of any fundamental changes in corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility, the Contractor shall provide the Department with written notice of such changes.
- (c) The Contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will provide prior written agreement. The Department shall notify the Contractor of such determination not later than forty-five (45) business days from the date the Department receives such requested documentation.

### **D. STATUTORY AND REGULATORY COMPLIANCE**

#### **1. Health Insurance Portability Act of 1996 ("HIPAA").**

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance "with all applicable federal and state law regarding confidentiality, which includes but is not limited to

(“HIPAA”), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; *and*

- (c) The State of Connecticut Department named on page 1 of this Contract (hereinafter “Department”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; *and*
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; *and*
- (e) The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; *and*
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
  - (1) “Business Associate” shall mean the Contractor.
  - (2) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.
  - (3) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
  - (4) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - (5) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
  - (6) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
  - (7) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
  - (8) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (9) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
  - (10) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
  - (11) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
  - (12) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.



(h) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (12) Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.

(i) Permitted Uses and Disclosure by Business Associate.

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

(2) **Specific Use and Disclosure Provisions**

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

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

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

(j) **Obligations of Covered Entity.**

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

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

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

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

(l) **Term and Termination.**

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

(2) **Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:**

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

(3) Effect of Termination

(A) Except as provided in (1)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, Contractors or agents, or any third party to whom Business

Associate has disclosed PHI pursuant to this Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract.

2. **Americans with Disabilities Act of 1990.** This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the state harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor agrees to abide by provisions of § 504 of the Federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. **Utilization of Minority Business Enterprises.** It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government Contracts. The Contractor agrees to use best efforts consistent with 45 C.F.R. §§ 74.160 *et seq.* (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§ 13a-95a, 4a-60 to 4a-62, 4b-95(b), and 4a-60q of the Connecticut General Statutes to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time limited welfare and must find employment. The Contractor and the Department will work cooperatively to determine the number and types of positions to which this paragraph shall apply. The Department of Social Services regional office staff or staff of Department of Social Service Contractors will undertake to counsel and screen an adequate number of appropriate candidates for positions targeted by the Contractor as suitable for individuals in the time limited welfare program. The success of the Contractor's efforts will be considered when awarding and evaluating Contracts.
5. **Non-discrimination Regarding Sexual Orientation.** Unless otherwise provided by Conn. Gen. Stat. § 46a-81p, the Contractor agrees to the following provisions required pursuant to § 4a-60a of the Connecticut General Statutes:
  - (a) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - (2) the Contractor agrees to provide each labor union or representatives of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to § 46a-56 of the Connecticut General Statutes;
  - (4) the Contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to provisions of this section and § 46a-56 of the Connecticut General Statutes.
- (b) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with § 46a-56 of the Connecticut General Statutes provided, if such Contractor becomes involved in, or is threatened 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.

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

- (a) Every Contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;
  - (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the commission;
  - (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding, a notice to be provided by the commission advising the labor union or workers’ representative of the Contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (4) the Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f;

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

(b) For the purposes of this section, “minority business enterprise” means any small Contractor or supplier of materials fifty-one per cent or more of 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 Conn. Gen. Stat. § 49-60g.

(c) For the purposes of this section, “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determinations of the Contractor’s good faith efforts shall include but shall not be limited to the following factors: The Contractor’s employment and subcontracting policies, patterns and practices; affirmative action advertising; recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

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

**7. Government Function; Freedom of Information.** If the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contract is for the performance of a governmental function, as that term is defined in Conn. Gen. Stat. § 1-200(11), the Department is entitled to receive a copy of the records and files related to the Contractor’s performance of the governmental function, and may be disclosed by the Department pursuant to the Freedom of Information Act.

**8. Whistleblowing.** This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. 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 the provisions of subsection (a)

of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. 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 provisions 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. Campaign Contribution Restrictions.** On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies.

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11.

- 10. Non-smoking.** If the Contractor is an employer subject to the provisions of § 31-40q of the Connecticut General Statutes, the Contractor agrees to provide upon request the Department with a copy of its written rules concerning smoking. Evidence of compliance with the provisions of § 31-40q of the Connecticut General Statutes must be received prior to Contract approval by the Department.

**11. Executive Orders.**

(a) Executive Order No. 3: Nondiscrimination. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to nondiscrimination, until the Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

(b) Executive Order No. 16: Violence in the Workplace Prevention Policy. This Contract is subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated or suspended by the Contracting agency or the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Contract, as part of the consideration hereof, agree that:

- (1) Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow;
- (2) weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts

weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury;

- (3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site;
  - (4) Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules;
  - (5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.
- (c) Executive Order No. 17: Connecticut State Employment Service Listings. This Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the Contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number 17, notwithstanding that the Labor Commissioner may not be a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
- (d) Executive Order No. 7C: Contracting Standards Board. This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:
- (1) The State Contracting Standards Board (“Board”) may review this Contract and recommend to the state Contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or section 4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency.
  - (2) For purposes of this Section, “Contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title.
  - (3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.



- (e) Executive Order No. 14: Procurement of cleaning products and services. This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

## SEEC FORM 11

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

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

#### **Campaign Contribution and Solicitation Ban**

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

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

#### **Duty to Inform**

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

#### **Penalties for Violations**

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

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

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

#### **Contract Consequences**

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

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

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

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to “State Contractor Contribution Ban.”

**Appendix II**  
**PROCUREMENT AND CONTRACTUAL AGREEMENTS**  
**Statement of Acceptance**

The terms and conditions contained in this Request for Applications constitute a basis for this procurement. These terms and conditions, as well as others so labeled elsewhere in this document are mandatory for the resulting contract. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

ACCEPTANCE STATEMENT

On behalf of \_\_\_\_\_ I, \_\_\_\_\_ agree to accept the Mandatory Terms and Conditions as set forth in the Department of Social Services' **"FQHC Funding Request for Applications"**.

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**APPENDIX III**

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

## APPENDIX IV

### WORKFORCE ANALYSIS FORM

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

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

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

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

**Workforce Analysis**

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Contractor’s Authorized Signature

Date

[WFA 5/93]

**APPENDIX V**  
**STATE OF CONNECTICUT - Gift Affidavit**

*Gift affidavit to accompany bids or proposals for state procurements with a value of \$50,000 or more in a calendar or fiscal year and licensing arrangements with a cost to the State greater than \$500,000 in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 251, and Governor M. Jodi Rell's Executive Order No. 7B, para. 10.*

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that during the two-year period preceding the submission of this bid or proposal that neither myself nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the state agency or quasi-public agency soliciting the bids or proposals who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for proposal or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the bid or proposal, except the gifts listed below:

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

Further, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal know of any action to circumvent this gift affidavit.

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

\_\_\_\_\_  
Signature Date

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public