

Addendum 1

State of Connecticut Department of Social Services
Medical Care Administration and Bureau of Rehabilitation Services
Request for Qualifications Bid #LTCAR_RFQ_112409

The State of Connecticut Department of Social Services Medical Care Administration and Bureau of Rehabilitation Services are issuing Addendum 1 to the Long Term Care Analyses and Recommendations (LTCAR) Request for Qualifications (RFQ).

Addendum 1 contains responses to questions.

Questions submitted by interested respondents and the Department's official responses follow. These responses shall clarify the requirements of the RFQ. In the event of an inconsistency between information provided in the RFQ and information in these responses, the information in these responses shall control.

1. Does the Department have an overall budget or level of effort it anticipates for the contract?

Response: To obtain competitive pricing, the Department will not disclose its budget estimate for this project.

2. How many stakeholder interviews with state staff do you anticipate?

Response: The Department anticipates approximately 15 interviews with state agency staff.

3. How many onsite meetings do you anticipate?

Response: The Department anticipates a minimum of 2 onsite meetings.

4. Will project management rest primarily with a single Project Officer or will there be a steering committee to involve all the agencies administering long term care programs?

Response: Project management will rest with a single Project Officer. The Project Officer will coordinate activities with a steering committee.

5. Does the Department wish to solicit the input of consumers, consumer groups or other consumer stakeholders in the development of recommendations? If so, do you anticipate a key informant interview, survey or focus group process?

Response: The input of consumers and consumer groups is important. The Department wishes to solicit their input. The process by which input is solicited should be described in your submission. Cost effectiveness for the methodology should be defended.

6. Does the Department wish to solicit the input of providers or other stakeholders in the development of recommendations? If so, do you anticipate a key informant interview, survey or focus group process?

Response: The input of providers is also important. See response to question 5 regarding defense of methodology.

7. Will the successful consultant be expected to conduct analyses of eligibility and claims data provided by the state or will the state be able to carry out analyses based on table shells recommended by the contractor?

Response: The successful consultant is not expected to conduct analyses of eligibility and claims data. The state will be able to carry out analyses. The submission shall, however, include the pre and post analysis of eligibility and claims data (or any other cost-benefit analysis) from other states demonstrating efficiencies gained after implementation of the consultant's recommendations.

8. On page 11, the RFP requests a job description for the key positions. Is the Department interested in the job descriptions associated with the job category rates under which we propose (e.g., Vice President, Senior Consultant, Research Consultant, etc.) or the specific roles each proposed team member will play?

Response: The Department is requesting the key positions of the specific roles each proposed team member will play in the LTC A&R project and the team member's job descriptions.

9. Can you please elaborate upon or clarify the following statement on page 12 "The respondent may separately identify cost savings and cost - avoidance methods and measures and the effect of such methods on the cost submission and requirements of the RFQ?"

Response: Cost awareness is an area of interest and with any service there are various cost effective methods to suggest in a responsive RFQ. Respondents should support how their submission utilizes the most cost effective strategies including methods, billable hours, qualifications of staff, etc. while assuring a high quality product.

10. What other entities have submitted questions for this RFQ?

Response:

The Lewin Group, Inc.

Navigant Consulting, Inc.

Burns & Associates, Inc.

Public Consulting Group, Inc.

Mercer Government Human Services Consulting

11. What is the anticipated budget for this project?

Response: Please refer to Question and Response 1.

12. Did the Department contract with any external vendors to assist with the development, operation and/or evaluation of the State's waiver programs or the development of its Money Follows the Person Demonstration? If so, who are these vendors and are they eligible to bid on this project?

Response: The Department contracted with Mercer Government Human Services Consulting on the development of its Money Follows the Person Rebalancing Demonstration protocol as well as the development of its waiver for persons with HIV. The Departments responsible for the waiver for persons with mental health disabilities and the waiver for persons with autism contracted with the Technical Assistance Collaborative. These vendors are eligible to bid on this project since the work that they performed did not include the development of this RFQ.

13. The timeframe between the issuing of the RFQ, the proposal due date and the anticipated start date is relatively short (a little more than 1 month in total). What is driving this timeline? Would the Department consider extending the due date for proposals?

Response: The need for service is driving this timeline. The due date for qualifications will not be extended.

14. Will this RFQ and the vendor's proposal be the final determination of scope for this project or will there be an opportunity for the selected vendor(s) to further refine the scope during contract negotiation process?

Response: There will be an opportunity for the selected vendor to further refine the scope during contract negotiations.

15. Who will be coordinating this project for the Department (i.e., who will the vendor be reporting to?). Is there a steering committee that will be reviewing the work performed by the vendor? If so, will there be single point of contact to coordinate the review?

Response: There will be a project officer assigned to coordinate the project for the Department. The project officer will be responsible for communication with a steering committee and for assuring access to key stakeholder groups identified in responses to questions 2, 5, and 6.

16. Please describe the level of stakeholder involvement with this project. Will stakeholder groups have the opportunity to comment on the vendor's work product? If so, who will coordinate this process, the Department or the Vendor?

Response: The Department will coordinate this process.

17. Will the project encompass all waivers in the State, including waivers that the Department may not administer?

Response: The Department administers all waivers in the state while operating only four. The primary focus of this RFQ is limited to home and community based services operated by the Department including waivers and Medicaid state plan services. The Department is interested in efficiencies that may be realized through consolidation of waivers operated by other agencies but it is not the primary focus of the RFQ.

18. Section IV, page 11. Please clarify if the job descriptions referred to in this section are the corporate job descriptions that individuals hold within their employer organization (e.g., job description for Senior Consultant, Director, etc.) or descriptions of the role and responsibilities that each key team member will have during the completion of the requested scope of work for this RFQ.

Response: Please refer to Question and Response 8.

19. Section IV.C., page 12. Please provide further clarification regarding the ability of the respondent “to separately identify cost savings and cost –avoidance methods and measures and the effect of such methods and measures on the cost submission and requirements of the RFQ.”

Response: Please refer to Question and Response 9.

20. RFQ Section IV. B. Is it correct that the Department is not seeking a work plan as a component of the proposal?

Response: Yes.

21. RFQ Section IV. C. Will the contract award under this RFQ be based on all inclusive hourly rates or the total price based on the rates times estimated hours?

Response: The RFQ will be awarded based on the total price with consideration to the hours and qualifications of the staff recommended to perform duties.

22. Additional questions pertaining to the mandatory contract terms below:

Appendix I(B)(2) of the Mandatory Terms state that the Contractor shall submit to the Department on an annual basis during the term of the contract a copy of its most recent IRS Form 990. IRS Form 990 is required only of organizations exempt from Federal Income Tax under Section 501 of the IRS Code and whose annual receipts are normally above \$25,000. If the Contractor is not otherwise subject to a requirement to file IRS Form 990, would such a Contractor not have to provide even a pro forma form to the Department?

Response: If the selected vendor is not required to submit an IRS Form 990, the Contractor shall not be required to submit a pro forma form 990.

23. Appendix I (B)(4) states that the Contractor shall provide for an annual financial audit acceptable to the Department. Is it sufficient for the Contractor to permit the Department to conduct an audit of the Contractor's books and records related to the contract and the expenditure of state awarded funds paid to the Contractor?

Response: No. The Contractor must have an outside accounting firm audit receipts and expenditures associated with this award and submit the written findings to the Department.

24. Appendix I(B)(7) requires the Contractor to report all related party transactions "in the appropriate fiscal report as specified in Part I of this Contract." We do not see any

fiscal report specified. Can the Department clarify what report is referenced by this language?

Response: This report will be clarified during negotiation of the contract.

25. Is the requirement to report related party transactions under Appendix I (B)(7) limited to those that apply to the Contract?

Response: The response to this term and condition is related to the contract and therefore applicable to the vendor who wins the award.

26. Would it be sufficient for the Contractor to provide a **Certificate of Insurance** to the Department showing that the Contractor has obtained and maintains general liability insurance sufficient to satisfy its obligations under the contract and in which the Department is an additional named insured in lieu of providing a copy of the **actual policy** in satisfaction of the obligations under Appendix I (B) (13(d))?

Response: The Contractor may provide a Certificate of Insurance from its insurance carrier documenting that the Department is a named insured.

27. Can you provide the operational protocols for the Medicaid Infrastructure Grant and the Money Follows the Person Rebalancing Demonstration Grant?

Response: While copies of these documents are available, the Department does not feel that either of the documents have direct relevance to this RFQ.

28. Page 4 – Section I (E-1): What is the state’s expectation for the number of onsite visits and the degree of stakeholder input to be conducted by the Selected Vendor?

Response: Please refer to Questions and Responses 2, 5, and 6.

29. Page 4 – Section I (E)(1)(d)(1): What states does the agency consider to be peers?

Response: In general, New England states are considered peers. However, the Contractor should not limit comparisons to these states. Connecticut seeks to explore options that have demonstrated success in any other state.

30. Page 8 – Section II (H): If a Respondent submits a Qualification Submission via email, do they then need to follow up by submitting a hard copy version with original, wet-ink signatures?

Response: No.

31. Would you provide more guidance as to the anticipated budget for this RFQ?

Response: Please refer to Question and Response 1.

32. The RFQ notes that the recommendations focus on reorganization options and address specific benefits of reorganization. Can the Department clarify the following:

a. Are there up to date organizational charts?

Response: Yes. There are up to date organizational charts.

b. Are position descriptions up to date and readily available?

Response: Position descriptions are up to date and readily available.

c. Does the Department desire recommendations that include option for administrative reorganization or process reorganizations that would streamline functions to provide more consistency with different administrative requirements.

Response: The Department desires both administrative reorganization options as well as process reorganization options designed to streamline functions.

d. Does the Department need additional legislative authority to proceed with reorganization? If yes, is it expected that the recommendations would address this?

Response: There may be legislative authority required depending upon the recommendations. It is not expected that the recommendation would address this. If the recommendation is accepted, the Department will address the need for legislative authority as part of its implementation plan.

e. Are state employees responsible for administering these programs unionized? If yes, are there any specific considerations for the program?

Response: All employees who are not managers are unionized in the State of Connecticut. In designing the response to this RFQ, assume that there are no special considerations attributed to unionization.

f. Finally, would the analysis also evaluate the procurement of administrative services such as consulting services?

Response: The Department does not anticipate the ongoing need for consulting services.

33. Please provide a list of all those firms that submitted questions.

Response: Please refer to Question and Response 10.

34. Please provide the Department's estimated budget for the project or an estimate of the number of hours anticipated.

Response: Please refer to Question and Response 1. There is no estimate of number of hours available.

35. Please provide the estimated hours of state employee time available to assist with the project, provide information, participate in meetings/conference calls, etc?

Response: The state anticipates providing 200 hours of state employee time over the 6 month period.

36. Who is the assigned DSS project lead? What is their current role and responsibility?

Response: The Project lead will be Dawn Lambert reporting to Mark Schaefer, Acting Director of Medicaid and coordinating with Amy Porter, Acting Director of the Bureau of Rehabilitation Services, and other waiver program managers. Dawn Lambert is the Project Director of the Money Follows the Person Rebalancing Demonstration.

37. What is the reason for the RFP? Is the RFP linked to the statutory benchmark requirement for the Money Follows the Person grant?

Response: There is a benchmark in the Money Follows the Person Demonstration that seeks to address gaps in home and community based services as well as improved quality. Improvements realized in those areas as a result of reorganization will be reported to CMS as part of MFP. The MFP benchmarks, however, are not driving the RFQ. The reason for this RFQ, is the Department's goal, to operate home and community based services more efficiently and effectively.

38. What is the expected division of work between on-site and off-site analysis for the contractor?

Response: There is an expectation of 2 on-site meetings. The submission should defend strategies for assuring stakeholder input as well as communication and coordination with the Department as the most cost effective while assuring the highest quality product. If the Contractor feels that work can be performed off-site at a lesser cost with the same results, then that should be clearly supported in the submission.

39. What is the Department's expectation for the final deliverable, e.g, written narrative report, power point presentation, other?

Response: Any of the deliverables suggested are acceptable. The Contractor should support the chosen method of presentation as the most concise vehicle for adequately communicating the recommendation. The chosen vehicle must include visual representations of any administrative or process reorganization.

40. Who is the audience for the final deliverable, e.g, Department, Legislature, Stakeholders, CMS, other?

Response: The Department is the audience. The Department may share the recommendations with other partners as appropriate.

41. What is the Department's goal for the project, e.g, improved outcomes, administrative efficiencies, other?

Response: The Department's goal is to operate home and community based services more efficiently and effectively as evidenced by: improved quality as indicated by standardized quality measures including consumer satisfaction, reduced costs of administration per person served, improved coordination and integration of

employment based services leading to reduced reliance on public supports and higher quality of life for participants, and increased cost effectiveness and self direction in service delivery packages.

42. Is the Department amenable to negotiating any of the terms and conditions contained in the contract documents, including a limit of liability provision?

Response: The Department is amenable to negotiation.

Date Issued: December 03, 2009

Approved: *Marcia McDonough*
Marcia McDonough

State of Connecticut Department of Social Services
(Original signature on document in procurement file)

This Addendum must be signed and returned with your submission.

Authorized Signer

Name of Company

State of Connecticut
Department of Social Services Medical Care Administration and
Bureau of Rehabilitation Services

Long Term Care Analyses and Recommendations

Request for Qualifications

The Department of Social Services Medical Care Administration and Bureau of Rehabilitation Services is issuing this Request for Qualifications to solicit responses from qualified consultants to provide analyses and written recommendations for improved efficiencies and effectiveness in the State's long term care programs, delivery systems and administrative structures. Qualification submissions must demonstrate the ability to understand national best practices regarding design of long term care systems and to influence State systemic changes through the provision of recommendations that lead to measurable efficiencies and effectiveness.

The resultant contract period is a six (6) month contract expected to begin December 28, 2009 and end June 30, 2010.

Qualification submissions must be received at the Department no later than 3:00 p.m. eastern standard time on December 14, 2009. Qualification submissions received after the stated due date and time may be accepted by the Department as a clerical function but will not be evaluated. Qualification submissions that are not evaluated shall be retained for thirty days after the resultant contract is executed, after which the submissions will be destroyed.

To download this Request for Qualifications (RFQ), access the State's Procurement/Contracting Portal at the State of Connecticut Department of Administrative Services' Procurement Services Home Page at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp or call or write:

Marcia McDonough
Department of Social Services
Contract Administration
25 Sigourney Street
Hartford, CT 06106
Telephone: 860-424-5214
Fax: 860-424-5800
E-mail: Marcia.McDonough@ct.gov

The Department of Social Services is an Equal Opportunity/Affirmative Action Employer. Persons who are deaf or hard of hearing may use a TDD by calling 1-800-842-4524. Questions or requests for information in alternative formats must be directed to the Contract Administration Office at 860-424-5693. The Department of Social Services reserves the right to reject any and all submissions or cancel this procurement at any time if it is deemed in the best interest of the State.

Table of Contents

Cover Page
Table of Contents.....1

Section I - OVERVIEW OF DEPARTMENT OF SOCIAL SERVICES / BUREAU OF REHABILITATION SERVICES / LONG TERM CARE PROGRAM

.....Page...2
A. Purpose for Request of Qualifications2
B. Overview of the Department of Social Services2
C. Overview of the Bureau of Rehabilitation Services3
D. Description of Department long term care programs.....3
E. Description of the Department’s Long Term Care Analyses & Recommendations Project.....4

Section II - OVERVIEW OF THE PROCUREMENT PROCESS.....Page...5

A. Issuing Office and Administration5
B. Procurement Schedule5
C. Evaluation and Selection6
D. Contract Execution6
E. Debriefing6
F. Rights Reserved7
G. Submission Presentation Expenses.....8
H. Submission Date and Time8
I. Acceptance Submission Contents8
J. Freedom of Information8

Section III - SUBMISSION CONTENT REQUIREMENTSPage...9

A. Delivery Condition.....9
B. Transmittal, Communication, Forms, and Acceptances9

Section IV - NARRATIVE REQUIREMENTS - QUALIFICATIONS, EXPERIENCE, & COST...10

A. Overall Qualifications.....10
B. Scope of Services11
C. Business Cost Section.....11

Section V - APPENDICES.....Page...13

Appendix I - Mandatory Terms and Conditions14
Appendix II Procurement and Contractual Agreements33
Appendix III Certification Regarding Lobbying34
Appendix IV Gift and Campaign Contribution Certification35
Appendix V Consulting Agreement Affidavit37
Appendix VI Notice to Executive Branch State Contractors and
Prospective State Contractors of Campaign Contribution
and Solicitation Ban39

SECTION I- OVERVIEW OF DEPARTMENT OF SOCIAL SERVICES / BUREAU OF REHABILITATION SERVICES / LONG TERM CARE PROGRAM

A. Purpose for Request of Qualifications:

The State of Connecticut is currently implementing two large system change initiatives: the Medicaid Infrastructure Grant and the Money Follows the Person Rebalancing Demonstration. These initiatives are coordinated within the Department of Social Services to assure that persons with disabilities of all ages have access to community long term supports and services with the goal of full participation in community, including employment. The visible nature of these initiatives has increased awareness of home and community based services, and as a result, demand for home and community based services has increased. As demand for home and community based services in the State increases, the need to streamline and strengthen the infrastructure supporting these services also increases.

The State of Connecticut Department of Social Services (Department) is seeking qualification submissions from consultants with a minimum of five (5) years experience in analyzing and making recommendations to improve efficiencies and effectiveness of State government community based long term programs, delivery systems and administrative structures. More specifically, the Department is considering the consolidation of existing administrative structures including some or all of the following: a) the centralization of administration for Medicaid waivers and/or the merging of contractual agreements, b) the development of an 1115 waiver to coordinate many of the existing 1915C waivers and c) the expansion of coverage to persons currently not covered under 1915C, and the centralization of quality management across all of the Department's 1915C waivers.

NOTE WELL: Section I- D. Description of Department's long term care programs for waiver information.

B. Overview of the Department of Social Services:

The Money Follows the Person Rebalancing Demonstration (MFP) is administered by the Department of Social Services. In addition to MFP, the Department provides a broad range of services to older adults, individuals with disabilities, families, and individuals who need assistance in maintaining or achieving their full potential for self-direction, self-reliance, and independent living. It administers more than ninety (90) legislatively authorized programs and approximately one-third of the State budget. By statute, it is the State agency responsible for administering human service programs sponsored by Federal legislation including the Rehabilitation Act, the Food Stamp Act, the Older Americans Act, and the Social Security Act. The Department is also designated as a public housing agency for administering the Section 8 Program under the Federal Housing Act.

The Department is headed by the Commissioner of Social Services. There is one Deputy Commissioner for Programs. There is a Regional Administrator responsible for each of the three (3) service regions. By statute, there is a Statewide Advisory Council to the Commissioner of Social Services and each region must have a Regional Advisory Council.

The Department administers most of its programs at offices located throughout the State.

Services are available at offices located in the three (3) geographic service regions, with central office support located in Hartford. In addition, many services funded by the Department are available through community-based agencies. The Department has out-stationed employees at participating hospitals and nursing facilities to expedite Medicaid applications, and funds Healthy Start sites, which can accept applications for Medicaid for pregnant women and young children. Many of the services provided by the Department are accessible via mail or telephone.

C. Overview of the Bureau of Rehabilitation Services:

The Medicaid Infrastructure Grant (MIG) is administered by the Department's Bureau of Rehabilitation (BRS). The Department's BRS provides vocational rehabilitation services for eligible individuals with physical and mental disabilities throughout the State. In addition to the MIG, the Department/BRS unit is responsible for the administration of the Public Vocational Rehabilitation Program (VR), Supported Employment (SE), Independent Living (IL), and Disability Determination Services (DDS). Department/BRS administers most of its programs through offices located throughout the State. In addition, many services funded by Department/BRS are available through community-based agencies including Workforce Investment Boards (WIB).

D. Description of Department's long term care programs:

The Department is the single Medicaid agency in the State of Connecticut. The Department has administrative responsibility for the seven 1915C waivers operating in the State of Connecticut including the Individual Family and Support waiver, the Comprehensive waiver, the Mental Health Waiver, the Elder waiver, the Katie Beckett waiver, the Acquired Brain Injury waiver, and the Personal Care Assistance waiver. The Department retains operational responsibilities for four of the seven waivers. In addition, three 1915C waivers are in various stages of development. These waivers will serve persons with autism, persons with HIV and persons at a chronic disease level of care. Of the three waivers under development, the Department will retain operational responsibilities for two.

The Department's responsibilities for operating the aforementioned waivers are currently assigned to three different units: the Bureau on Aging, Community, and Social Work Services, the Medical Review Team and the Alternate Care Unit. Each waiver has unique assessments, eligibility, rates, services, and quality management. In addition to the 1915C waivers, each unit also operates additional programs for the provision of long term care. Funding mechanisms for additional programs range from Medicaid to the U.S. Administration on Aging to the Connecticut general fund.

Prior authorization for the provision of community based Medicaid state plan services for persons served by 1915C waivers is divided between two units. The Medical Care Administration is responsible for prior authorization of services associated with five of the 1915C waivers currently operating in the state while the Alternate Care Unit is responsible for the remaining two.

In addition, the Department operates a Money Follows the Person Rebalancing Demonstration (MFP). MFP funds an overarching service delivery and quality management system for each of the seven waivers operational in the state. Prior

authorization for state plan services associated with MFP participants is the responsibility of the Medical Review Team.

E. Description of the Long Term Care Analyses and Recommendations Project (LTC A&R):

The Department's goal is to improve the efficiencies and effectiveness of the community long term care programs it operates. To achieve this goal, the Department plans to enter into a contract with a qualified consultant. The consultant will produce written analyses of the Department's existing long term care service delivery system, quality management, and administrative structures. The analyses will be based on information collected through on site visits and review of existing literature. After analyses, the consultant will produce written recommendations for improved efficiencies and effectiveness. The written recommendations will cite similar reorganization that led to improved efficiencies and effectiveness in other States. The recommendations will include reference to the measurable outcomes that the State should anticipate achieving if recommendations are implemented successfully.

1. Specific tasks may include but are not limited to:

- a) Planning and consultation through on site visits including interviews with key program staff, stakeholders, and other State officials;
- b) Review of literature regarding long term care systems both within the State and nationally;
- c) Development and written submission of analysis of the Department's existing long term care systems with diagrammatic representations of the administrative and service delivery structures as it currently exists;
- d) Development and written submission of two or three recommended options for improved efficiency and cost-effectiveness of the long term care systems including options for consolidation or reorganization with and without an 1115 waiver. The options must be accompanied by diagrammatic illustrations of the proposed administrative structures. Multiple diagrams may be used as necessary to illustrate management structure, contract/service delivery structure, quality oversight, claims administration, etc.

Recommendations submitted may include:

- (1) Reference to other State's who realized improvement in systems through similar reorganization and a description of the measurable change;
- (2) Costs and benefits associated with the reorganization;
- (3) Considerations associated with increased access to home and community based services that may occur as a result of the reorganization;
- (4) Opportunities for improved quality management, including consumer satisfaction;
- (5) Opportunities for improved efficiencies and effectiveness through the development and implementation of an 1115 demonstration streamlining existing waiver

systems, realizing savings from rightsizing institutional capacity and expanding home and community coverage to persons currently uncovered;

- (6) Opportunities for improved efficiencies and effectiveness through the centralization of administration for Medicaid waivers and/or the centralization of contract administration; and
- (5) Opportunities for improved coordination or other infrastructure changes that would result in improved monitoring of employment outcomes and improved employment outcomes for persons served by Medicaid home and community based services and supports.

SECTION II- OVERVIEW OF THE PROCUREMENT PROCESS

A. Issuing Office and Administration:

The Department is issuing this RFQ through its Office of Contract Administration. This office is the only contact in the State of Connecticut for this procurement. The contact information for the Issuing Office is:

Marcia McDonough
State of Connecticut Department of Social Services
Contract Administration
25 Sigourney Street
Hartford, CT 06106
Telephone: 860-424-5214
Fax: 860-424-5800
E-mail: Marcia.McDonough@ct.gov

All questions, comments, submissions, and other communications with the State regarding this RFQ must be addressed to the above-named contact person. Any material received that does not so indicate its RFQ-related contents will be opened as general mail.

This RFQ is posted in its entirety on the State Procurement/Contracting Portal at www.das.state.ct.us/Purchase/Portal/Portal_home.asp. It is solely the respondent's responsibility to access the State Procurement/Contracting Portal to obtain any and all Addendums or official announcements pertaining to this RFQ.

NOTE WELL: Neither the issuance of this RFQ by the Department nor the Department's receipt of a response creates any obligation on the part of the Department.

B. Procurement Schedule:

The schedule for this procurement is as follows. The Department reserves the right to adjust this schedule, as needed.

Milestones	Anticipated End Date
RFQ posting/ release	November 24, 2009
Deadline for the submission of written questions (no later than 3:00 p.m. eastern standard time)	December 01, 2009
Posting/release of the Department of Social Services' official responses to questions (Questions/Answers Addenda)	December 03, 2009
Qualification Submissions due (no later than 3:00 p.m. eastern standard time)	December 14, 2009
Recommendations to Commissioners	To be determined
Announcement of awards for contract negotiation	To be determined
Contract negotiations end/contract execution	To be determined
LTC A&R Project commences	December 28, 2009

C. Evaluation and Selection:

It is the Department's intent to conduct a comprehensive, fair, and impartial evaluation of submissions received in response to this RFQ. Only submissions found to be responsive to this RFQ will be evaluated and scored. A responsive submission must comply with all instructions listed in this RFQ, including the general submission requirements. The evaluation will be based on the following criteria:

- Professional Qualifications of Respondent
- Knowledge and experience of Respondent with projects of similar scope
- Capability of Respondent to deliver high quality services timely
- References
- Cost Awareness

D. Contract Execution:

A contract that may be developed as a result of this RFQ is subject to State contracting procedures. These procedures include approval of the State of Connecticut Attorney General's Office. Note that the resultant contract becomes executed upon the signature of the Attorney General. No financial commitments can be made until and unless the resultant contract is approved by the Attorney General. The Attorney General reviews the resultant contract only after the parties have agreed to the provisions.

E. Debriefing:

The State will notify all respondents on the result of this RFQ. Unsuccessful respondents may, within thirty (30) days of the Long Term Care Analysis and Recommendations Project Commencement, request a meeting for debriefing and discussion of their submission by contacting the Issuing Office in writing at the address previously provided. Debriefing will not include any comparisons of submissions.

F. Rights Reserved:

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

1. Cancellation - Cancel this procurement at any time prior to the contract award
2. Amendment of procurement - Amend this procurement at any time prior to contract award
3. Refusal to accept - Refuse to accept or return accepted submissions that do not comply with procurement requirements
4. Rejection of incomplete submission - Reject any submission in which any part of the submission is incomplete or in which there are significant inconsistencies or inaccuracies (the State reserves the right to reject all submissions)
5. Prior contract default - Reject the submission of any respondent in default of any prior contract or for the misrepresentation of material presented
6. Receipt of submissions after stated due date and time - Reject or refuse to evaluate any submission that is received after the stated due date and time
7. Written clarification - Require respondents, at their own expense, to submit written clarification of submissions in a manner or format that the Department may require
8. Allowance of submission changes - Except as may be authorized by the Department, allow no additions or changes to the original submission after the stated due date and time
9. Property of the State - Own all submissions submitted in response to this procurement upon receipt by the Department
10. Separate service negotiation - Negotiate separately any services in any manner needed to serve the best interest of the State
11. All or any portion - Contract for all or any portion of the Scope of Services or tasks contained in this RFQ
12. One or more bidders - Contract with one or more respondents
13. Submission most advantageous - Consider costs and all factors in determining the most advantageous submission for the Department when awarding a respondent the right to negotiate a contract with the Department
14. Technical defects - Waive technical defects, irregularities, and omissions, if in its judgment the best interest of the Department will be served
15. Privileged and confidential information - Share the contents of

any submission with any of its designees for purpose of evaluating submissions to make an award (the contents of all meetings including the first, second, and any subsequent meetings and all communications in the course of negotiating and arriving at the contract terms shall be privileged and confidential)

16. Best and Final Offers - Seek Best and Final Offers (BFO) on price from respondents upon review of the scored criteria (in addition, the Department reserves the right to set parameters on any BFOs it receives)
17. Unacceptable submissions - Reopen the bidding process if the Department determines that all submissions are unacceptable

G. Submission Presentation Expenses:

The State of Connecticut and the Department assume no liability for payment of expenses incurred by respondents in preparing a submission in response to this procurement.

H. Submission Date and Time:

The Issuing Office must receive submissions no later than 3:00 p.m. eastern time on December 14, 2009. Respondents must address all RFQ communications to the Issuing Office. The Issuing Office will accept Qualification Submissions in **one of the following methods:**

Postal mail - The Department will not consider a postmark date as the basis for meeting the submission due date and time. Respondents shall not interpret or otherwise construe receipt of a submission after the stated due date and time as acceptance of the submission, since the actual receipt of the document is a clerical function. The Department suggests the respondent use certified or registered mail to deliver the submission when the respondent is not able to deliver the submission by courier or in person.

Hand delivery - Respondents that are hand-delivering submissions will not be granted access to the building without photo identification and shall allow extra time for security procedures.

E-mail - Respondents may submit Qualification Submissions via e-mail with required original signatures scanned appropriately to: Marcia.McDonough@ct.gov. It is the responsibility of the responding entity to confirm the Department's receipt of the submission.

I. Acceptance of Submission Contents:

The resulting contract will be a Personal Services Agreement (PSA) contract (Appendix I) between the qualified respondent and the Department. The respondent's submission must include a "Signatory Acceptance" (Appendix II), without qualification, of all terms and conditions as stated within this RFQ and the Terms and Conditions of the PSA contract. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

J. Freedom of Information:

Due regard will be given to the protection of proprietary information contained in all
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submissions received; however, respondent's shall be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations, and interpretations resulting there from. The respondent must provide convincing explanation and rationale to justify each exception from release consistent with CGS §1-210 to claim proprietary exemption.

It will not be sufficient for respondents to merely state generally that the submission 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. The particular pages or sections of the submission that a respondent believes are proprietary must be specifically identified as such. The rationale and explanation must be stated in terms of the prospective harm to the respondent's competitive position 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 submission may not be exempt from release. Between the respondent and the State, the final administrative authority to release or exempt any or all material so identified rests with the State.

SECTION III- SUBMISSION CONTENT REQUIREMENTS

A. Delivery Condition:

1. Respondents submitting through postal mail or hand delivery must submit one (1) original, and two (2) exact, legible copies of the submission in properly marked, sealed envelopes, clearly identified as "Long Term Care Analyses and Recommendations Project (LTC A&R) RFQ" by the submission deadline.
E-mail submissions must include required original signatures scanned appropriately.
2. Page Numbers: Each page must be consecutively numbered in Arabic numerals.

B. Transmittal, Communication, Forms, and Acceptances:

1. Transmittal Letter - To provide a responsive submission, THE RESPONDENT SHALL submit a Transmittal Letter that identifies the respondent's Federal Employer Identification Number, if the respondent is an organization, or the respondent's Social Security Number, if the respondent is an individual.
2. Executive Summary - To provide a responsive submission, THE RESPONDENT SHALL include a high-level summary limited to one (1) page that summarizes the content of the submission. The Executive Summary shall include the respondent's statement of qualifications and at least 5 years of relevant experience.
2. Addendum Acknowledgements - To provide a responsive submission, THE RESPONDENT SHALL include the signed acknowledgement of its receipt of any and all Addendums issued for this RFQ.
3. Procurement and Contractual Agreements Signatory Acceptance (Appendix II) - To provide a responsive submission, THE RESPONDENT SHALL provide a signed

Acceptance Statement, without qualification, of all Mandatory Terms and Conditions (**Appendix I**).

4. Certification Regarding Lobbying (**Appendix III**) - To provide a responsive submission, **THE RESPONDENT SHALL** 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.
5. Contract Affidavits/Certifications - Connecticut General Statutes (CGS) §§4-250 through 4-252 require that State contracts with a value of \$50,000 or more be accompanied by a Gift and Campaign Contribution Certification and a Consulting Agreement Affidavit. To provide a responsive submission, **THE RESPONDENT SHALL** include a completed Gift and Campaign Contribution Certification (**Appendix IV**) and a Consulting Agreement Affidavit (**Appendix V**).
If a respondent is exempt from the Contract Affidavit/Certification Requirements, the respondent must indicate this fact on the appendices and return the forms with the submission.
6. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban (**Appendix VI**) - With regard to a State contract, as defined in Public Act 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 submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

SECTION IV - NARRATIVE REQUIREMENTS - QUALIFICATIONS, EXPERIENCE, & COST

General - The submission narrative must clearly describe the respondent's ability and competence to perform the requirements under this RFQ. A responsive submission will describe the respondent's experience with performing analysis and making recommendations to improve efficiencies and effectiveness of State government community based long term care programs, delivery systems and administrative structures.

- A. **Overall Qualifications** - To provide a responsive submission, **THE RESPONDENT SHALL** demonstrate the respondent's overall qualifications to implement the Long Term Care Analyses and Recommendations Project. At a minimum, the submission must include the following specific details regarding the respondent:
 1. Demonstrated experience of at least five (5) recent years analyzing and making recommendations to improve efficiencies and effectiveness of State government community based long term care programs, delivery systems and administrative structures.

2. Evidence of experience at both a national and state level in providing analyses and recommendations regarding long term care systems within the context of rebalancing.
3. Names and resumes of the personnel who will be providing the services; and
4. A list of three (3) references for whom the personnel, referenced in IV.A. 3., have provided analyses and recommendations of long term care systems. Please provide the names, addresses, phone numbers, and e-mail addresses for all references.

B. Scope of Services:

General - Responses for this section must describe the respondent's ability and competence to perform the requirements specified in this RFQ.

1. Understanding - The overall focus of the Department's Long Term Care Analyses and Recommendations Project is to provide consultative services to the Department. To provide a responsive submission, THE RESPONDENT SHALL:
 - a) Demonstrate an understanding of the Department's Long Term Care Analyses and Recommendations Project functions by describing an approach(es) to be used by the Respondent to appropriately assess the Department's needs;
 - b) Demonstrate the ability to develop written analyses and recommendations; and
 - c) Demonstrate the ability to produce formal recommendations that lead to systemic change in a measurable way at a State level.

C. Business Cost Section:

General - Responses for this section must provide the hourly rates for the key position or positions that will be responsible for the operation and success of the LTC A & R Project. The key position or positions must include a job description. Hourly rates should be all-inclusive, i.e., consulting services, administrative expenses, travel expenses, appearances at meetings, and any other activities initiated to fulfill the requirements of this RFQ.

1. To provide a responsive submission, THE RESPONDENT SHALL provide the all inclusive hourly rate of compensation and an estimate of hours to be expended on this project for the key position or positions that will be responsible for the operation and success of the LTC A & R Project; and
2. To provide a responsive submission, THE RESPONDENT SHALL provide a written narrative detailing the break down of costs included in the proposed all-inclusive hourly rate for the key position or positions providing services for the resultant contract. The narrative should also include any business, economic, legal, programmatic, or practical assumptions that underlie the cost submission.

The respondent may separately identify cost saving and cost-avoidance methods and measures and the effect of such methods and measures on the cost submission and requirements of the RFQ.

SECTION IV- APPENDICES

Appendix I

Revised 10/07

Mandatory Terms and Conditions

PART II. 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 30 days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.

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

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

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

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

equipment purchase price.

7. **Termination.** All notices of termination as defined in the subsections below shall be signed by the Contract Administrator and/or designee, shall specify a date of termination and shall be delivered to the Contractor no less than 30 days prior to the specified date of termination.

a. ***Termination for Convenience:***

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

b. ***Termination for Financial Instability:***

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

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

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

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

Notice of Termination.

iv. Be entitled to payment for services rendered through the effective date of termination.

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

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

10. Mergers and Acquisitions.

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

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 make PHI available for amendment pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
 - (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 - (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 - (12) Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures

are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.
 - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) Term and Termination.
 - (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the

Secretary.

(3) Effect of Termination

(A) Except as provided in (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 it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the commission;
 - (3) the Contractor agrees to provide each labor union or representative of workers with which 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.

Appendix II

PROCUREMENT AND CONTRACTUAL AGREEMENTS SIGNATORY
ACCEPTANCE

Statement of Acceptance

The terms and conditions contained in this Request for Qualifications constitute a basis for this procurement. These terms and conditions, as well as others so labeled elsewhere in this document are mandatory for the resultant 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/Bureau of Rehabilitation Services' Request
for

Qualifications.

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 Federally-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 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.

2. If any funds other than Federally-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 §352, Title 31, USC. 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 and Title

Firm/organization

Date

Appendix IV

Gift and Campaign Contribution Certification

OPM Ethics Form 1

Rev. 10-31-07

APPENDIX IV - GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: Initial Certification Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. §4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. §9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any

exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. §9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S.

§9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



**STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name _____
Signature of Authorized Official

Subscribed and acknowledged before me this ____ day of _____, 200__.

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

_____ Awarding State Agency	_____ Planning Start Date
_____ Contract Number or Description	

Appendix V

Consulting Agreement Affidavit

OPM Ethics Form 5

Rev. 10-31-07

APPENDIX V - CONSULTING AGREEMENT AFFIDAVIT



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes §4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes §4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes §4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

Description of Services Provided: _____

Is the consultant a former State employee or former public official?

YES

NO

If YES:

Name of Former State Agency

Termination Date of Employment

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

Printed Name of Bidder or Vendor

Signature of Chief Official or Individual

Date

Printed Name (of above)

Awarding State Agency

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

**Commissioner of the Superior Court
or Notary Public**

Appendix VI

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

SEEC FORM 11

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 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

\$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor, which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations, may also be subject to civil penalties of \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties

Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than five years, or \$5,000 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 Web site of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution Ban.”