

## PROCUREMENT NOTICE

State of Connecticut – Department of Public Health  
Community, Family, and Health Equity Section  
Tobacco Control Program

### REQUEST FOR PROPOSAL # 2020-0902 Connecticut Quitline Services

#### ADDENDUM # 1: Questions and Answers

The questions received as of November 15, 2018 by 11:59 PM on DPH RFP # 2020-0902 are provided verbatim as submitted.

#### The questions and their responses are:

- 1) Whether companies from Outside USA can apply for this?  
(like, from India or Canada)

**ANSWER:**

Yes.

- 2) Whether we need to come over there for meetings?

**ANSWER:**

Yes, there may need to be an in-person meeting scheduled from time to time although it would not be a regular occurrence. We would not expect the need for an in-person meeting more than once every other year.

- 3) Can we perform the tasks (related to RFP) outside USA?  
(like, from India or Canada)

**ANSWER:**

Yes.

4) Can we submit the proposals via email?

**ANSWER:**

As stated on Page 7 of the RFP, An acceptable submission must include the following:

- one (1) original proposal;
- six (6) conforming copies of the original proposal; and
- one (1) electronic copy of the original proposal.

The original proposal must carry original signatures and be clearly marked on the cover as "Original." Unsigned proposals will not be evaluated. The original proposal and each conforming copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee.

The electronic copy of the proposal may be submitted via email to the email address DPHTobacco@ct.gov. The entire proposal should be scanned and submitted in Portable Document Format (PDF).

5) Can you supply a copy of Part I of the standard contract for our review in the RFP process?

**ANSWER:**

Attached is a sample of a contract that we have in place, there would be some differences for a 'fee for service' contract but you can at least see this sample; Part 1 is program-specific and is negotiated with the selected vendor. This sample also includes Part 2, the state boilerplate provisions at the time the contract was written.

Please note that a Quitline service would not be expected to provide on-site services; this contract language is only a sample of the type of language that would be written for this section of the contract.

Also, note that Questions 8-14 also pertain to the sample contract language provided.

The expectations for Quitline Services are listed in the RFP, beginning on Page 18. Applicants are asked to describe the services to be delivered within documents including the Work Plan. The sample contract provided was for a face-to-face tobacco use cessation program and does not reflect expectations for a Telephone Quitline. Applicants are asked to respond to the Requirements listed **in the RFP**.

- 6) To allow bidders to use the same assumptions for budget projections, will the State please provide the Connecticut Quitline averages for the following items?
- Percent of registered callers who enroll in the multiple call program
  - Percent of registered callers who enroll in the single call program
  - Number of calls completed in the multiple call program
  - Percent of registered callers who opt for text messaging

**ANSWER:**

*For the period of July 2016 – June 2017*

Percent of registered callers who enroll in the multiple call program	77%
Percent of registered callers who enroll in the single call program	12%
Number of calls completed in the multiple call program	3,749 (Average of 312/month)
Percent of registered callers and web only participants who opt for text messaging	27%

*For the period of July 2017 – June 2018*

Percent of registered callers who enroll in the multiple call program	76%
Percent of registered callers who enroll in the single call program	17%
Number of calls completed in the multiple call program	3,777 (Average of 315/month)
Percent of registered callers and web only participants who opt for text messaging	32%

- 7) In Section II. Mandatory Provisions, under A. POS Standard Contract, Parts I and II, it references that by submitting a proposal, the proposal agrees to comply with Parts I and II of the standard contract. We have requested and received Part I contract, it references in Subsection A.2, section 1.a.i.14 under Program that tobacco cessation counseling sessions are to be provided in group and one-on-one settings. Are on-site cessation services to be provided as part of this RFP?

**ANSWER:**

No. As stated on Page 11 of the RFP, the provided document is/was a sample of what is included in Contract Language Part 1. The requirements for a Quitline Service were identified in the Request for Proposal beginning on Page 18, and the Final Part 1 of the Contract is negotiated with the selected vendor during the execution of the Quitline Services contract.

- 8.) Subsection A.2, section 1.c.ii, states the Contractor should hire or assign a Program Coordinator to implement program activities, including securing program resources such as client incentives, meeting space, refreshments and transportation as well as childcare for Program clients while attending cessation sessions. Are these services to be provided as part of the phone and online tobacco cessation program?

**ANSWER:**

We request that all program contractors have a Program Coordinator for implementing program activities; someone who functions as a day-to-day single point of contact for contract services. The examples in the sample contract listed in the question are most likely not pertinent to a telephone Quitline service; as stated on Page 11 of the RFP, the provided document was a sample of language that is included in Part 1 of the Contract.

- 9.) Subsection A.2, section 1.c.v.3-4, states that there need to be at least 40 in-person health care provider visits in addition to at least one on-site session for health-care providers to provide training and technical assistance. Would just like clarification that this is part of this RFP and contract to provide a phone and online tobacco cessation program.

**ANSWER:**

Section 1 of the provided contract was a sample of the type of language that is included in the state-developed contract; the section is written utilizing the program details provided by applicants within their project proposals in response to the Request for Proposal. The expectations for Quitline Services are listed in the RFP, beginning on Page 18.

- 10.) Subsection A.2, section 1. c. viii. Reads, "Collect at minimum the following data and enter it into the Access Database provided by the Department" There is no data listed to be collected. Also, is the expectation that the proposer will enter any information collected into an Access Database versus their own case management system?

**ANSWER:**

The Data and Technology Requirements for Connecticut Quitline Services are listed on page 24 of the Request for Proposal, DPH RFP # 2020-0902. The Section 1 contract language provided was a sample of the type of language that is written into each contract.

- 11.) Subsection A.2, section 1.c.ix, "Conduct an initial intensive one-on-one counseling session with all clients enrolled in the Program at no cost to the client." Clarification on this point that Connecticut would like to have the intake completed of at least 30 minutes for no cost?

**ANSWER:**

Section 1 of the provided contract was a sample of the type of language that is included in the state-developed contract; the section is written utilizing the program details provided by applicants within their project proposals in response to the Request for Proposal. The expectations for Quitline Services are listed in the RFP beginning on Page 18.

12.) Subsection A.2, section 1.c.x.3, "Provide a minimum of eight (8) individual counseling sessions for each group of clients enrolled on a continuous basis throughout the contract period at a convenient time for program clients. "Is Connecticut wanting an 8-call program or is this not applicable for the phone and online tobacco cessation program?"

**ANSWER:**

Quitline service expectations were written into the RFP beginning on Page 18. Applicants are asked to provide details about the services they provide utilizing the Work Plan form and other response documents included in the RFP.

13.) Subsection A.2, section 1.c.x.4, This section references that each group session should be a minimum of sixty (60) minutes, does this apply to the program desired by Connecticut in the RFP for tobacco cessation services?

**ANSWER:**

Section 1 of the provided contract was a sample of the type of language that is included in the state-developed contract; the section is written utilizing the program details provided by applicants within their project proposals in response to the Request for Proposal. The expectations for Quitline Services are listed in the RFP beginning on Page 18. Applicants are asked to provide details about the services they provide utilizing the Work Plan form and other response documents included in the RFP.

14.) Is Connecticut upon award, open to negotiations on some of the contract language in Part I and Part II contracts?

**ANSWER:**

Part 1 is program-specific and is negotiated with the selected vendor once the proposals have been reviewed, scored, and selected by the Department of Public Health. Part 2, the state boilerplate, is developed and maintained by the State of Connecticut, Office of Policy and Management and is typically not alterable by the Department of Public Health.

15.) In Section II. Mandatory Provisions, under D. Rights Reserved to the State, number 8. Key Personnel. Please clarify what it means that the Department reserves the right to approve and additions, deletions or changes in key personnel. The Department wants to have say over what personnel the Proposer is able to hire and any replacements?

**ANSWER:**

The Department *reserves the right* to approve additions, deletions, or changes in key personnel. Proposers are asked to provide staffing profile information that includes position descriptions and staff persons assigned including resumes and job descriptions for Professional Staff within

the Budget Justification documents. As an example, if the Quitline Service being proposed was not planning to use any staff that had been trained in tobacco use cessation treatment, it is likely that the Department would want to exercise this right.

16.) Does Connecticut want to have Spanish speaking agent(s) 24/7?

**ANSWER:**

Yes.

17.) Under Quitline Telephone services it says that “applicant shall implement a protocol to make outbound calls to previous participants who were not ready to quit at the time of the original call” Will all of these callers be eligible for coaching? Are the additional coaching calls for this program included in the numbers provided in the RFP?

**ANSWER:**

These callers might be eligible for coaching if they are now ready to quit. Coaching calls for all participants are included in the numbers provided in the RFP.

18.) Under Staffing requirements, does Connecticut want outbound calls to happen 16 hours a day, including evening and weekend hours or a combination of inbound and outbound calls?

**ANSWER:**

Yes, both inbound and outbound call services occurring 16 hours a day including evening and weekend hours.

19.) Under Reporting, what service standards are to be met? Please elaborate which standards will fall under the contractual obligations?

**ANSWER:**

The Applicant Capability Chart is one of the Application Forms included in Section VI. Applicants are asked to include this data from the applicant’s experience operating a Quitline, and some of this data will be included in the contract as part of Section 1.

20.) Section D, 2 Budget Requirements. The mention of the Basic Quitline services should only basic funding be available, is this for a 5-call program?

**ANSWER:**

Applicants are expected to describe the services that they would be able to provide for the funding amount identified. This includes their recommendations for services based upon their experience as a Quitline vendor.

21.)The Connecticut usage data for 2017-2018, can you please clarify the numbers:

- a. 3242 registered callers, are these participants that received an intake?

**ANSWER:**

This number includes people who did not receive an intervention; for example, it would include someone who only wanted materials sent to them.

- b. 3019 registered callers requesting intervention, are these participants that received 1 coaching call? Does this number include multiple coaching calls? Can you please break this down by number of coaching calls received?

**ANSWER:**

Yes these participants received a coaching call. Please also see additional pertinent information included in Question 6, above.

- c. 1258 web only participants, are these participants that enrolled on the web and received no coaching via the phone?

**ANSWER:**

Yes.

- d. Do the web only participants receive any coaching in any format?

**ANSWER:**

The web only participants interact with a web coach.

- e. 2987 Nicotine replacement therapy shipments made. Does this include multiple shipments? Of the 3019 registered callers, 2987 of them received NRT, a 98.9% NRT order rate? Can you please clarify the NRT shipments, was this based on the same budget as proposed in this RFP?

**ANSWER:**

The majority of these shipments are single shipments. The number of NRT shipments includes both callers enrolled in the multiple call program and those enrolled in the web-only program. Based on the total number of registered callers (3,019) and 1,258 web only participants the NRT shipment rate is 69.8%

- f. Are the numbers for 2017-2018 receiving a 5-call program for the same budget as proposed in this RFP?

**ANSWER:**

No.

22.)How many youth/teens are currently enrolled in the program on an annual basis?

**ANSWER:**

This service has not been advertised or well-utilized. For the period of 2016-2017, the number of youth enrollees was three (3) and for the period of 2017-2018, there were no registered users.

23.)How much on average is spent on incentives for each you enrolled in the program?

**ANSWER:**

The CT Quitline is not currently providing incentives beyond the Nicotine Replacement Therapies being offered and already identified for those medically eligible.

**Clarification** regarding the proposal outline, provided table of contents and attachments:

Section IV. Proposal Outline on pages 26-27 is accurate, but note for Item 6. Workplan, the reference “(does not count toward the 25-page limit)” refers to the full work plan document, which actually goes into the attachments.

For the Main Proposal Narrative, only a summary paragraph regarding the work plan is needed; the full detail of each task would be included in the Work Plan form that becomes an attachment.

***Anyone wishing to submit a proposal in response to this RFP is reminded that:***

- ✓ ***Letters of intent are due no later than December 6, 2018***
  
- ✓ ***Proposals are due no later than December 20, 2018 by 2:00 PM Eastern***

***Thank you for your interest.***



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

The Contractor shall provide the following specific services for the Tobacco Control – Cessation Interventions Program and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget. No sections in this Part I shall be interpreted to negate, supersede or contradict any section of Part II. In the event of any such inconsistency between Part I and Part II, the sections of Part II shall control.

### **SECTION A**

#### **Subsection A.1 GENERAL TERMS AND CONDITIONS**

- 1) The Contractor shall provide services for the **Tobacco Control – Cessation Interventions** (“Program”) described in detail, as follows. Such services shall be provided in accordance with the requirements of this **subsection A.1**, program specific **subsection(s) A.2**, and **Part II** of this Contract.
- 2) **Reports and Report Schedule**
  - a) **Monthly Reporting**

**The Contractor shall submit to the Department by the fifteenth (15<sup>th</sup>) day of each month:**

    - i) Electronic extract files containing de-identified data collected, per **Subsection 2**, of **Part I, Subsection A.2** of this Agreement, as of the last day of the preceding month.
    - ii) A hardcopy summary report compiled from data collected in the Access database provided by the Department and other statistical data collected by the Contractor. Such report shall contain the following data elements:
      - 1) Number of clients screened,
      - 2) Number of clients enrolled for Program services,
      - 3) Number of 30-minute initial individual intensive counseling sessions completed,
      - 4) Number of group counseling sessions completed,
      - 5) Number of clients attending each group counseling session,
      - 6) Number of individual counseling sessions completed,
      - 7) Number of relapse prevention counseling sessions completed,
      - 8) Amount and types of medications provided to each client,
      - 9) Number of clients attending each relapse prevention counseling session,
      - 10) Number of referrals to the Quitline,
      - 11) Consolidated statistical data collected from four and seven month follow-up surveys/interviews.
    - iii) A hardcopy report of the amounts and types of medications provided to each client compiled from data collected in the Access Database provided by the Department.

Note: Definitions and/or additional details of these data elements are available in **Part I, Subsection A.2** of this Contract.

**b) Quarterly Reporting**

The Contractor shall additionally submit periodic reports, receipts and invoices to the Department documenting Program activities/progress and financial status according to the Reporting Schedule included in this Subsection and/or as required by **Subsection 2 of Part I, Subsection A.2** of this Contract. The Contractor shall submit:

- i) Programmatic narrative status reports in a format provided by the Department. The narrative report shall include:
  - 1) Activities completed and status of work associated with all components of the contract for the Reporting Period identified in the Reporting Schedule.
  - 2) Any documents, forms, and/or reports associated with deliverables outlined in **Subsection 2 of Part I, Subsection A.2** of this Contract that are due at the same scheduled time.
- ii) Financial Expenditure reports, detailing how funds were expended utilizing the Department's Uniform Chart of Accounts (UCOA) workbook. The configured UCOA workbook shall be provided to the Contractor after execution of the Contract.
- iii) Copies of all receipts and invoices for purchases or services made with funds from this Contract.
- iv) Programmatic narrative status reports, Financial Expenditure reports, Invoices/Receipts, and documents, forms, and/or reports in accordance with the following schedule:

QUARTERLY REPORTING SCHEDULE	
REPORTING PERIOD	REPORTS DUE BY

- c) The Contractor shall provide separate expenditure reports for each budgeted program, funding source, or site separately identified on the Budget(s) included in **Section B** of this **Part I**.
- d) The Contractor certifies, by submission of any financial report, that the financial report has been reviewed for accuracy and that the expenditures shown are consistent with the terms and conditions set forth herein.
- e) The Contractor's last programmatic and financial reports for each Contract Funding Period shall be **cumulative** for the entire Contract Funding Period (hereinafter **Final Reports**) and due no later than forty-five (45) days after the completion of all scheduled work or the end of the Contract Funding Period.
  - i) The financial Final Report submission for the Contract Funding Period shall include reports of the subcontractor(s) including award amounts, and subcontractor(s) respective expenditures.
  - ii) The financial Final Reports of the Contractor and subcontractors, for the Contract Funding Period, shall not include any unpaid obligations.

**3) Budget and Funding**

- a) The Contractor shall adhere to and expend funds in accordance with the Budget(s) included in Section B of this Part I.

- b) The Contractor agrees that any expenditure that exceeds a budget line item by more than 20% must be approved in writing by the Department. In addition, the Contractor shall obtain prior written approval from the Department before reallocating any funds budgeted for one program or site to another program or site within a single budget.
- c) If Section B of this Part I includes more than one budget, the Contractor shall not commingle the funds provided by the Department for one budget within those provided for any other budget.
- d) Future Funding Period Budgets, if not included in Section B, shall remain the same as that for the latest included Funding Period Budget until, and unless, formally revised via the Department's Budget Revision process or via Contract amendment.
- e) Funds for this Contract are provided from the following sources:

SID	Fund Description /CFDA#	Year	Amount

4) **Payments and Payment Schedule; Reimbursement; Under-expenditures; Surplus or Excess Payments; Refunds**

a) **Maximum Payment**

The total amount of payment made under this Contract shall not exceed \$.

b) **Payment and Payment Schedule**

Payment shall be made according to the following upon the Department's receipt and approval of satisfactorily and timely completed deliverables, reports, and/or the Department's approval of properly executed invoices submitted by the Contractor.

		<b>[MONTHLY FEE FOR SERVICE]</b>	

- c) At the beginning of the term of this Contract, the initial payment, as authorized by the Payment Schedule above, shall be processed by the Department upon the Department's receipt of a fully executed Contract and any required documentation, including but not limited to cash management documents.
- d) Second and subsequent payments shall be processed by the Department not earlier than the payment schedule date and only after the Department receives and approves all deliverables and periodic program, statistical, expenditure, and cash management reports, as submitted or completed by the Contractor, pursuant to the Contract terms and the Report Schedule in **Subsection 2** of this **Part I, Section A, Subsection A.1**.
- e) In addition to the applicable provision of **Part II, Section D** of this Contract, the Department shall notify the Contractor in writing if the Contractor's deliverables or reports are not approved, clearly stating the reason(s) the approval is being withheld and specifying what the Contractor must provide, consistent with the terms of this Contract, to obtain payment. Failure to provide the required response within the time specified in the notice shall constitute a breach of this Contract.
- f) **Reimbursement**  
If any payment under this Contract includes reimbursement of direct expenses, such payment made by the Department shall be processed only upon receipt and approval by

the Department of invoices and related documentation, as required and requested by the Department under this Contract.

The Contractor shall not seek reimbursement from both the Department and the Medicaid Program for services and medications that are rendered to Medicaid clients. Any duplicable billing for services provided will result in a reduction of contract payments as well as potential contract termination.

**g) Under-expenditures**

When the Department's review of any financial report or on-site examination of a Contractor's financial records indicates that under-expenditure(s) are likely to occur by the end of a Contract year, the Department may alter the payment amounts for the balance of the Contract year after providing written notice to the Contractor.

**h) Payment Reduction**

In addition to applicable provision of **Part II, Section D** of this Contract, the Department reserves the right to reduce payments and withhold funding for any program or site in a Contract for which the Contractor:

- i) has not submitted or completed required deliverables, or
- ii) has not submitted required reports or audits, or
- iii) has submitted reports that have not received Department approval, or
- iv) has not submitted data documenting progress towards reaching the target number of clients served, or
- v) Has submitted reports that do not support the need for full payment.

The Department shall give the Contractor written notice of any payments that are reduced or withheld under this provision.

**i) Surplus or Excess Payments; Refund**

The Contractor shall:

- i) upon demand by the Department at the end of the term of the Contract, remit in full to the Department:
  - 1) any funds paid in excess of allowable budgeted costs and/or
  - 2) Any unexpended funds.
  - 3) The amount of \$ for each client not serviced as outlined in **Subsection 3, "Outcomes and Measures"** of **Part I, Subsection A.2** of this Contract as notified by the Department. This amount represents the cost per client as negotiated between the Contractor and the Department, verified by collected data.
- ii) Not carry funds paid in excess of allowable budgeted costs forward into the following Funding Period or Contract unless requested of, and authorized by, the Department.
- iii) be liable for any Department program or financial audit exceptions and shall return to the Department all funds that have been disallowed upon review of such audit by the Department, or as provided under the provisions of this Contract, within the time specified by the Department in the written notice the Department shall provide to the Contractor regarding such refund.

5) **Travel**

For travel, meal and similar expenses allowed by this Contract, the Contractor shall comply with the provisions of the State employee Reimbursement Regulations Document as such policy may be updated or amended periodically, and as found in the following references:

- a) <http://das.ct.gov/fp1.aspx?page=170>, and
- b) <http://www.osc.ct.gov/manuals/travelproc/Travel-Reimbur-Chart-Mar-2016.xls>

If the Contractor does not have access to the Internet for the purpose of accessing this information, DPH shall provide hard copies of such documents to the Contractor upon request.

6) **Software, Computer Equipment & Programs**

The Contractor shall be responsible for:

- a) all maintenance activities, including repair costs, related to all computer equipment acquired with funds from this Contract, including but not limited to desktop computers and computer servers,
- b) all development, maintenance and operating procedures necessary for any computer network established by the Contractor utilizing computer equipment acquired with funds from this Contract, including but not limited to network development, routine backup procedures and off-site storage activities, and
- c) All maintenance, operating procedures, compliance with licensing and copyright obligations, and support for any software acquired with funds provided by this Contract.

7) **Contractor Changes and Assignments**

In addition to the applicable provisions of **Part II, Section D** of this Contract, the following shall also apply:

- a) In addition to notifying the Department of fundamental changes listed in **Part II, Section D** of this Contract, the Contractor must notify the Department of changes in key personnel, including but not limited to, Chief Executive Officer, program directors of Department-funded programs, and officers and members of the Contractor's Board of Directors.
- b) In addition to the requirements of **Part II, Section D** of this Contract, the Department's determination shall also include whether the Department shall:
  - i) approve of the changes and contract with the entity which results from the proposed changes, or
  - ii) Terminate the Contract under applicable provisions of this Contract.

8) **Cultural Competence**

The Contractor shall deliver culturally competent services. Culturally competent services encompass a set of behaviors, skills, attitudes and policies that promote awareness, acceptance, and respect for differences among people by developing a flexible service delivery that can be easily adapted to meet the evolving and/or emerging needs of diverse populations. This may include but is not limited to the following:

- a) a program or institutional mission or goal statement that explicitly incorporates a commitment to cultural diversity,
- b) Policies and procedures for the provision of interpreter/translator services.
- c) readily available bilingual staff who can communicate directly with clients in their preferred language, and who are assessed for their ability to convey information accurately in both languages,

- d) the development of non-English client-related materials that are appropriate for the population served by the program,
- e) signage (in commonly encountered languages) that provides notices and directions to services within the facility,
- f) policies and procedures to address the needs of the client population, taking into account factors such as race and ethnicity, age, gender, hearing impairment, visual impairment, physical disability, mental illness, developmental disability, and sexual orientation,
- g) Strategies in place to actively recruit and retain a culturally diverse staff. If the client population is mainly from minority populations the Contractor shall:
  - i) actively recruit applicants from the minority populations served,
  - ii) include cultural competency criteria in the evaluation of applicants,
  - iii) assign a higher value to the cultural competency criteria for those applicants from the minority populations served,
- h) institutional policies and procedures to accommodate the ethnic and cultural practices of clients, families, and staff,
- i) an organized way to collect data on the ethnic and cultural characteristics of clients served by the program, and
- j) Surveys and other methods of assessing the satisfaction of clients, related to cultural diversity.

**9) Respect and Dignity**

- a) The Contractor shall provide services under this Contract in a manner which respects the dignity of each clients, which may include but not be limited to provision or accommodation of the following:
  - i) adequate waiting areas for clients, including sufficient seating,
  - ii) adequate staff for the timely provision of contracted services,
  - iii) adequate facilities and arrangements for the proper delivery of contracted services to clients,
  - iv) training Contractor's staff to comply with all applicable state and federal statutes and regulations regarding non-discrimination, and
  - v) clients service that is responsive, positive and respectful
- b) If the Department deems it necessary for the Program or services conducted by the Contractor under this Contract, the Department may monitor service delivery to determine Contractor's compliance under this Section.

**10) Client Satisfaction**

The Contractor shall establish and maintain an effective process:

- a) for a client to make complaints or raise concerns about services he/she has received under this Contract, which were provided by the Contractor,
- b) to address and resolve such complaints or concerns, and
- c) Which includes collaboration by the Contractor with Department representatives to discuss steps to achieve client satisfaction with services rendered under this Contract.

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## Subsection A.2

### Tobacco Control – Cessation Interventions

#### 1) Description of Services

##### a) Definitions and Guidance

The following definitions and guidance apply to activities identified in this Subsection A.2:

##### i) Definitions

- 1) **5 A's:** A brief tobacco use intervention outlined in the Guidance below: the acronym represents the action steps as follows:
  - a) **Ask** (about tobacco use): Identify and document a client's tobacco use status.
  - b) **Advice** (to quit): Urge the client to quit tobacco use in a clear, strong and personalized manner.
  - c) **Assess** (willingness to make a quit attempt): Is the tobacco user willing to make a quit attempt at this time.
  - d) **Assist** (in quit attempt): Offer medication and provide or refer for counseling or additional treatment to help the client quit.
  - e) **Arrange** (follow-up): Arrange for follow-up contacts, beginning within the first week after the quit date.
- 2) **Clean Data:** Refers to identifying incomplete, incorrect, and inaccurate parts of the Program data and then replacing, modifying, or deleting the identified data. After cleaning, data will be consistent with other similar data in the system.
- 3) **Connecticut Quitline (CT Quitline):** A telephone program that provides tobacco use cessation counseling by trained staff to Connecticut residents free of charge.
- 4) **Earned media:** Media activity and/or publicity that are not directly generated by the entity or its agents but rather by other entities such as customers or journalists.
- 5) **Focus Days:** Refers to designated national tobacco awareness days throughout the year including but not limited to the Great American Smoke Out, Kick Butts Day, and World No Tobacco Day. Activities are conducted to bring awareness to the dangers of tobacco use and tobacco industry deceptive practices.
- 6) **Health Care Providers:** Refers to: physicians, nurses, dentists, pharmacists, social workers and/or other licensed individuals providing health care services to clients in the service area, as defined below.
- 7) **Mass-Reach Health Communications (MRHC):** The various means by which public health information reaches large numbers of people to make meaningful changes in population-level awareness, knowledge, attitudes, and behaviors.
- 8) **Medications:** Refers to the provision of US Food and Drug Administration-approved medications for treating tobacco use, both over-the-counter nicotine replacement therapies and prescription medications, to Program clients. These approved medications include nicotine gum, nicotine inhaler, nicotine lozenge, nicotine nasal spray, nicotine patch, bupropion SR, and varenicline.



- 9) **Medicaid:** Refers to the United States health program for eligible individuals and families with low incomes and resources.
- 10) **Nicotine Replacement Therapy (NRT):** Refers to US Food and Drug Administration-approved nicotine replacement products that help relieve some of the withdrawal symptoms people experience when they quit smoking such as nicotine gum, nicotine inhaler, nicotine lozenge, nicotine nasal spray, and the nicotine patch.
- 11) **Outreach:** Notifications regarding the existence of available services or assistance.
- 12) **Partner agencies:** Refers to organizations in the Contractor's service area (defined below) that will work with the Contractor to provide outreach, notifications, and refer clients to the Program services. Partner agencies include, but are not limited to the following:
- 13) **Prescription Medications:** Refers to the Food and Drug Administration-approved prescription medications for tobacco use cessation treatment including nicotine inhaler, nicotine nasal spray, bupropion SR and varenicline.
- 14) **Program:** Refers to Tobacco Cessation Intervention services including marketing/promotional activities, education materials, medications, tobacco use cessation counseling sessions provided in group and one-on-one settings, follow-up services, client surveys, and client data recording, analysis and reporting.
- 15) **Screen:** To evaluate or investigate, as part of a methodical survey, to assess suitability for a particular role or purpose.
- 16) **Service area:** The geographical area of the state where the contractor shall provide the Program services. For the purposes of this Contract the Service area consists of the towns of:
- 17) **Session:** Refers to a single tobacco use cessation counseling meeting between the client and the Contractor.

ii) **Guidance**

Guidance and guidelines (hereinafter the "Guidance") for establishment and operation of Tobacco Use Cessation programs is available as follows:

- 1) The U. S. Department of Health and Human Services (DHHS), Public Health Service, Clinical Practice Guideline – Treating Tobacco Use and Dependence-2008 Update, available at:  
<http://www.ncbi.nlm.nih.gov/books/NBK63952/>
- 2) The U. S. Department of Health and Human Services (DHHS), Centers for Disease Control and Prevention (CDC), Best Practices for Comprehensive Tobacco Control Programs-2014, available at  
[http://www.cdc.gov/tobacco/stateandcommunity/best\\_practices/index.htm](http://www.cdc.gov/tobacco/stateandcommunity/best_practices/index.htm)

b) **Summary of Services**

The Contractor shall:

- i) Provide Program services that are culturally and linguistically appropriate targeting tobacco users without insurance coverage or those who are underinsured for tobacco cessation in the service area. All services and materials shall adhere to the Guidance.
- ii) Include in the Program services:

- 1) Marketing/promotional activities,
  - 2) Educational materials,
  - 3) Medications,
  - 4) Tobacco use cessation counseling sessions, provided in group and in one-on-one settings,
  - 5) Follow-up services,
  - 6) Client surveys,
  - 7) Client data recording, analysis and reporting.
- iii) Provide outreach, training and technical assistance to health care providers and partner agencies within its defined service area. This training and technical assistance shall address how to integrate the Guidance, including the 5 A's, into clinical workflows and practices.
- iv) Provide outreach and technical assistance to employers in the service area on the benefits of offering tobacco cessation services to their employees, providing health insurance coverage for tobacco cessation services for their employees, and implementing a tobacco-free worksite.
- v) Provide outreach and technical assistance to municipalities in the service area on implementation of policies for tobacco-free spaces and places including parks and recreational areas.
- vi) Provide outreach and technical assistance to multi-unit housing complexes in the service area on the implementation of tobacco-free housing policies.

**c) Service Detail**

The Contractor shall:

- i) Hire or assign a Program Coordinator to provide oversight to the Program and other staff as required to implement Program activities.
- ii) Market and promote the Program to tobacco users and to organizations that serve tobacco users, including but not limited to the partner agencies, in their service area.
- iii) Build collaborations with organizations in their service area to assist with:
  - 1) Marketing the Program,
  - 2) Facilitation of client referrals,
  - 3) Improvement of cultural relevance of materials used in the Program,
  - 4) Securing Program resources such as client incentives, meeting space, refreshments, and transportation,
  - 5) Childcare for Program clients while attending cessation sessions.
- iv) Train its staff on Program policies and procedures and integration of the Guidance into clinical practices and workflows. Activities shall include:
  - 1) Develop a curriculum to train its staff,
  - 2) Develop a reminder system/and/or flow sheet that includes the 5 A's for incorporation into client records,
  - 3) Integrate the Program policies and procedures into the orientation for new employees.

- v) Provide outreach, training and technical assistance to health care providers and partner agencies in the service area on integration of the Guidance into clinical practice/ workflows. The Contractor shall:
  - 1) Develop a list of health care providers in the service area.
  - 2) Develop outreach and training materials on integration of the Guidance including the 5 A's into clinical practices/workflows. Components include but are not limited to:
    - a) The importance of addressing tobacco use with all clients,
    - b) Screening all clients for tobacco use,
    - c) Referral to cessation resources including the Contractor's programs and the CT Quitline,
    - d) Insurance billing options for cessation services.
  - 3) Conduct in-person outreach visits to at least 40 health care providers and partner agencies.
  - 4) Provide training and technical assistance, consisting of at least one on-site session for health care providers/partner agencies identified through outreach visits as interested in further assistance.
- vi) Screen all clients seen by the Contractor and community members referred for services, for tobacco use in accordance with the Guidance. The screening shall include the following information :
  - 1) Health consequences of tobacco use,
  - 2) Behavior modification modalities,
  - 3) Medications to control nicotine addiction and,
  - 4) Available counseling services.
- vii) Collect data on all Program clients using forms provided by the Department, enter data into the Access database supplied by the Department and review/update the data as needed to maintain complete clean data.
- viii) Enroll clients into the Program. Clients will be referred by health care providers, partner agencies, contractor staff and/or may be may be self-referred. The Contractor shall:
  - 1) Discuss with referred clients the available options for cessation services. Clients will have the option to choose either individual or group counseling sessions or both.
  - 2) Collect at a minimum the following data and enter it into the Access Database provided by the Department:
- ix) Conduct an initial intensive one-on-one counseling session with all clients enrolled in the Program at no cost to the client. This session will include collection of program registration information and discussion of the client's overall goals. The Contractor shall:
  - 1) Purchase or develop then implement a curriculum for the initial intensive counseling session which shall be a minimum of 30 minutes long. Components of this session must include:
    - a) The effects of tobacco use and the benefits of quitting,
    - b) Problem solving skills and the importance of support systems,

- c) Achieving positive behavioral changes,
    - d) Stress management and coping skills, and
    - e) Medication options.
  - 2) Train all Program staff who will be conducting the initial intensive counseling session in the Department-approved curriculum.
  - 3) Conduct an initial intensive one-on-one counseling session for a minimum of 200 clients.
- x)** Provide group tobacco use cessation counseling sessions for all Program clients who choose this method of counseling at no cost to the client.
- 1) Purchase or develop then implement a curriculum for the group counseling sessions. Components of the group counseling sessions must include:
    - a) The effects of tobacco use and the benefits of quitting,
    - b) Problem solving skills and the importance of support systems,
    - c) Achieving positive behavioral changes,
    - d) Stress management and coping skills,
    - e) Discussion of medication options, and
    - f) Relapse prevention.
  - 2) Train all Program staff who will be conducting the group counseling sessions in the Department-approved curriculum.
  - 3) Provide a minimum of eight (8) individual counseling sessions for each group of clients enrolled, on a continuous basis throughout the contract period at a convenient time for program clients.
  - 4) Allocate a minimum of sixty (60) minutes for each group counseling session.
  - 5) Enroll a minimum of three (3) clients in each counseling group.
  - 6) Collect data at the clients' completion of or withdrawal from the Program and enter it into the Access database provided by the Department. The data shall include:
    - a) Type(s) of tobacco used,
    - b) Amount of use,
    - c) Number of attempts to quit tobacco use,
    - d) Methods used to attempt to quit tobacco use,
    - e) Tobacco use status, and
    - f) Number of counseling sessions completed.
- xi)** Provide individual tobacco use cessation counseling sessions for all Program clients who choose this method of counseling at no cost to the client and at a time convenient for the client.
- 1) Purchase or develop then implement a curriculum for individual counseling sessions. Components of the individual counseling sessions must include:
    - a) The effects of tobacco use and the benefits of quitting,
    - b) Problem solving skills and the importance of support systems,

- c) Achieving positive behavioral changes,
  - d) Stress management and coping skills,
  - e) Discussion of medication options, and
  - f) Relapse prevention
- 2) Train all Program staff who will be conducting the individual counseling sessions in the Department-approved curriculum.
- 3) Provide a minimum of five (5) individual counseling sessions for each client who chooses this method of counseling.
- 4) Allocate a minimum of twenty (20) minutes for each individual counseling session.
- 5) Collect data at the clients' completion of or withdrawal from the Program and enter it into the Access database provided by the Department. The data shall include:
  - a) Types of tobacco used,
  - b) Amount of tobacco use,
  - c) Number of attempts to quit tobacco use,
  - d) Methods used to attempt to quit tobacco use,
  - e) Tobacco use status, and
  - f) Number of counseling sessions completed.
- xii) Provide medications to Program clients as determined to be medically appropriate at no cost to the client. Program clients may receive a maximum of 12 weeks of medications during the contract period.
  - 1) Establish and maintain a system for purchasing, inventorying and tracking all prescription medications-and NRT.
  - 2) Medications requiring a prescription shall be prescribed to Program clients by state-licensed health care providers. Program clients shall have prescriptions filled at area pharmacies.
  - 3) Over-the-counter NRT shall be dispensed by Program staff following the Guidance.
  - 4) Provide ongoing monitoring of health care provider prescriptions, refills and termination of medications for Program clients.
  - 5) Collect and enter data on the amounts and types of medication provided for each client into the Access database provided by the Department.
- xiii) Provide tobacco use cessation treatment follow-up and relapse prevention care to Program clients. The follow-up and relapse prevention care shall be in the form of group and/or individual counseling support.
  - 1) Develop then implement a relapse prevention curriculum which includes the following components:
    - a) Problem solving skills and the importance of support systems,
    - b) Achieving positive behavioral changes and
    - c) Stress management and coping skills.

- 2) Train all Program staff who will provide follow-up and relapse prevention care in the Department-approved curriculum.
  - 3) Refer each Program client who completes the cessation counseling sessions to the Program Coordinator for registration into relapse prevention care.
  - 4) Collect data on relapse prevention counseling session dates and attendance and enter the collected data into the Access data provided by the Department.
- xiv)** Refer all Program clients to additional available cessation resources to support their tobacco cessation efforts. The Contractor shall:
- 1) Advise clients about the services of the CT Quitline and refer interested clients to the Quitline by using the fax referral form supplied by the Department or electronic referral.
  - 2) Advise clients about the availability of BecomeAnEx.org
  - 3) Distribute materials for available cessation resources, including the Quitline, to Program clients. Materials shall be supplied to the Contractor by the Department.
- xv)** Conduct follow-up surveys with Program clients at four (4) month and seven (7) month post-enrollment and enter the collected data into the Access Database provided by the Department. Follow-up surveys shall be conducted either face-to-face or by telephone interview. Data collected shall include:
- 1) Demographic information,
  - 2) Tobacco use history,
  - 3) Current tobacco use status and,
  - 4) Cessation attempts.
- xvi)** Administer a client satisfaction survey to each Program client to measure client satisfaction.
- 1) Provide all clients with the survey and a pre-addressed stamped envelope to facilitate the survey being returned directly to the Department.
  - 2) The Department shall provide the Contractor with the survey tool and return envelopes.
- xvii)** Provide outreach and technical assistance to employers in the service area. The Contractor shall:
- 1) Develop a list of employers in the service area
  - 2) Develop outreach and educational materials for employers that include the benefits of:
    - a) Offering tobacco cessation services to their employees
    - b) Providing health insurance benefits that cover tobacco cessation treatment for employees and what a comprehensive cessation benefit should include.
    - c) Implementing comprehensive tobacco-free worksite policies.
  - 3) Advise employers of available cessation treatment services including the Contractor's Program and the CT Quitline.
  - 4) Provide onsite cessation services for interested employers.

- xviii)** Provide outreach and technical assistance to the xxx municipalities in the service area, including any that do not already have tobacco-free park and recreational area policies. The Contractor shall:
  - 1) Identify or update educational materials on tobacco free spaces and places.
  - 2) Provide technical assistance to municipalities on the implementation of tobacco-free policies.
- xix)** Provide outreach and technical assistance to multi-unit housing complexes in the service area on the implementation of tobacco-free housing policies. The Contractor shall:
  - 1) Develop a list of multi-unit housing sites and identify those without tobacco free policies.
  - 2) Develop/identify outreach and educational materials on tobacco-free housing.
  - 3) Provide technical assistance to multi-unit housing sites interested in implementing tobacco-free housing policies.
- xx)** Develop and conduct a final self-evaluation of the Program and analyze the results. The evaluation shall include all components of the Program.
  - 1) Develop or revise an evaluation plan which includes any changes recommended by the Department's Evaluation Vendor.
  - 2) Develop a written final evaluation report that includes all data analysis and results from the self-evaluation. The report shall include:
    - a) Successes and challenges of providing program services,
    - b) A description of what worked and what did not and,
    - c) Suggestions for future Program improvements/enhancements.
- xxi)** Cooperate/collaborate with the Department's Vendor hired to conduct the independent evaluation of the Program. When requested by the Department the Contractor shall:
  - 1) Allow the Department's Evaluation Vendor to access the de-identified data stored in the Access Database supplied to the Contractor by the Department.
  - 2) Implement any changes recommended by the Evaluation Vendor to improve data collection and quality.
- xxii)** Maintain data and financial records to adequately document Program activities and all expenses using Contract funds.
- xxiii)** Prepare at least one (1) Program success story each calendar year. The Department will provide guidance on the format for the success story.

**2) Deliverable and Reporting Requirements**

The Contractor shall submit to the Department the satisfactorily completed deliverables and reports stated below, by the corresponding due dates shown.

<b>Deliverables</b>	<b>Due Dates</b>
A) Resumes for the Program Coordinator and other Program staff funded under this contract.	Within two weeks of hire or assignment
B) All Program marketing and promotional materials developed	Two weeks prior to

Deliverables	Due Dates
or purchased to the Department for approval prior to distribution.	dissemination
C) Curricula and materials for training Contractor staff on Program policies and procedures and for the initial intensive, individual, and group cessation and relapse prevention counseling programs to the Department for approval prior to implementation.	One month after Contract execution
D) List of Contractor staff trained to provide each type of counseling session.	Two weeks after training
E) Curricula and materials for all health care provider and partner agency outreach visits and trainings to the Department for approval prior to implementation	Two weeks prior to implementation
F) Outreach and educational materials used for technical assistance provided to: <ul style="list-style-type: none"> <li>a. Employers and worksites,</li> <li>b. Multi-unit housing,</li> <li>c. Municipalities.</li> </ul>	Two weeks prior to implementation
G) Description of system for providing medications to eligible clients that includes distribution method and inventory system.	One month after Contract execution
H) Collected complete, clean de-identified data extracts from the Access database and a hard copy summary report compiled from data contained in the Access Database and other statistical data collected by the Contractor.	Monthly In accordance with the schedule of <b>Part I, Subsection A.1, 2, a</b>
I) Hardcopy report of the amounts and types of medications provided to each client compiled from data collected in the Access Database.	Monthly In accordance with the schedule of <b>Part I, Subsection A.1, 2, a</b>
J) Programmatic narrative status reports which provide updates on all contract activities which include but are not limited to: <ul style="list-style-type: none"> <li>a. Summary of promotional activities including locations where program was promoted dates of promotions, number of promotional materials distributed and number of potential clients receiving information.</li> <li>b. Copies of any media coverage of the program and media materials distributed</li> <li>c. Summary of activities conducted for and copies of materials disseminated for “Focus Days”</li> <li>d. Copies of letters sent and/or dates of visits to area legislators promote Program services</li> <li>e. List of collaborations formed and nature of the collaboration.</li> <li>f. Documentation of outreach/training of health care providers, including dates, agency names, names and job titles of staff, summary of training and technical assistance provided, and summary of changes in provider workflows and practices.</li> <li>g. Number of client satisfaction surveys distributed.</li> </ul>	Quarterly, In accordance with the schedule of <b>Part I, Subsection A.1, 2, b</b>
K) Financial Expenditure reports using the Department’s Uniform Chart of Accounts (UCOA) workbook.	Quarterly, In accordance with the



<b>Deliverables</b>	<b>Due Dates</b>
	schedule of <b>Part I, Subsection A.1, 2, b</b>
L) Receipts and invoices for all expenses made for activities conducted and/or materials purchased under this Contract.	Quarterly, In accordance with the schedule of <b>Part I, Subsection A.1, 2, b</b>
M) Inventory and invoice records for all medications purchased and distributed under this Contract.	Quarterly, In accordance with the schedule of <b>Part I, Subsection A.1, 2, b</b>
N) Final evaluation plan	One month after Contract execution
O) Program success story	August 1, 2018 and August 1, 2019
P) Final written self-evaluation report	With final programmatic narrative report scheduled for August 1, 2019

### 3) **Outcomes and Measures**

The Contractor shall conduct the above activities to implement the described tobacco use cessation services to achieve the following outcomes as applicable on behalf of Program clients. Such outcomes shall be measured utilizing the data collected and reported as required by the Department

<b>Outcome</b>	<b>Measures</b>
1. A minimum of 200 program clients shall be provided an initial intensive cessation counseling session and will be offered tobacco use cessation services in either individual or group sessions.	Data collection forms will be entered into the Access database supplied by the Department, and 100% of program clients will be offered program services.
2. A minimum of 70% of clients in tobacco use cessation programs will reduce their rate of tobacco use or cease use of tobacco products.	Data collection forms will be completed before and after program participation to determine if tobacco use rates have decreased.
3. A minimum of 75% of clients in tobacco use cessation programs will make environmental changes to protect the health of nonsmokers.	Data collection forms will be completed before and after program participation to determine if changes have been made in tobacco use.
4. All eligible Program clients shall be offered medications to assist with their tobacco cessation efforts.	Program documentation regarding distribution of medication will be included with program reports.

<b>Outcome</b>	<b>Measures</b>
5. A minimum of 40 health care providers shall receive outreach visits on tobacco use screening and referral.	Program documentation including names and dates of outreach visits, names and job titles staff met with, summary of training and technical assistance provided, copies of outreach and training materials and summary of changes in provider workflows and practices will be included with program reports.

**SECTION B**

**Budget**

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## PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

- A. **Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:
1. **“Bid”** shall mean a bid submitted in response to a solicitation.
  2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
  3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
  4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
  5. **“Client”** shall mean a recipient of the Contractor’s Services.
  6. **“Contract”** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
  7. **“Contractor Parties”** shall mean a Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
  8. **“Data”** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
  9. **“Day”** shall mean all calendar days, other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
  10. **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
  11. **“Force Majeure”** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
  12. **“Personal Information”** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing,

Personal Information shall also include any information regarding clients that the Department classifies as “confidential” or “restricted.” Personal Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

13. **“Personal Information Breach”** shall mean an instance where an unauthorized person or entity accesses Personal Information in any manner, including but not limited to the following occurrences: (1) any Personal Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Personal Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Personal Information together with the confidential process or key that is capable of compromising the integrity of the Personal Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
14. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
15. **“Services”** shall mean the performance of Services as stated in Part I of this Contract.
16. **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
17. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

**B. Client-Related Safeguards.**

**1. Inspection of Work Performed.**

- (a) The Agency or its authorized representative shall at all times have the right to enter into the Contractor or Contractor Parties’ premises, or other such places where duties under the Contract are being performed, to inspect, monitor or evaluate the work being performed in accordance with Conn. Gen. Stat. § 4e-29 to ensure compliance with this Contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to Agency 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.
- (b) The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

**2. Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.

**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 C.G.S. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with mental retardation); and C.G.S. § 17b-407 (relative to elderly persons).

**4. Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully

as necessary or reasonably requested with the State and its agents in connection with such background checks.

**C. Contractor Obligations.**

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM on the Web at [http://ct.gov/opm/fin/cost\\_standards](http://ct.gov/opm/fin/cost_standards).
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the [insert Agency name] or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:
  - (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
  - (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) Days following the termination or cancellation of the Contract.

4. **Federal Funds.**
  - (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
  - (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
    - (1) Contractor acknowledges that is has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
    - (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.

- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

**5. Audit Requirements.**

- (a) The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made. The Contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (c) For purposes of this subsection as it relates to State grants, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230.
- (d) The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

**6. Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

- (a) real estate sales or leases;
- (b) leases for equipment, vehicles or household furnishings;
- (c) mortgages, loans and working capital loans; and

- (d) contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.
- 7. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section D.4:
  - (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
    - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
    - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
    - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; (4) have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault; and
    - (4) have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
  - (b) Any change in the above status shall be immediately reported to the Agency.
- 8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
- 9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
- 10. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
- 11. **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 indemnification and hold-harmless 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 un-copyrighted 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 sections 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.

**12. Insurance.** Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:

- (a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
- (b) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
- (c) Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
- (d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

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

- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of



laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

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

- (a) pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
- (b) applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

**15. Representations and Warranties. Contractor shall:**

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

**16. Reports.** The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.

**17. Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports,

expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.

- 18. 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.
- 19. Protection of Personal Information.**
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
  - (b) Each Contractor or Contractor Party shall implement and maintain a comprehensive data-security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:
    - (1) A security policy for employees related to the storage, access and transportation of data containing Personal Information;
    - (2) Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
    - (3) A process for reviewing policies and security measures at least annually;
    - (4) Creating secure access controls to Personal Information, including but not limited to passwords; and
    - (5) Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.
  - (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which Contractor or Contractor Parties possess or control has been subject to a Personal Information Breach. If a Personal Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Personal Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Personal Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

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

**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 require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
- (b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

**22. Sovereign Immunity.** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

**D. Changes to the Contract, Termination, Cancellation and Expiration.**

**1. Contract Amendment.**

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

**2. Contractor Changes and Assignment.**

- (a)** The Contractor shall notify the Agency in writing:

  - (1)** at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
  - (2)** no later than ten (10) days from the effective date of any change in:

    - (A)** its certificate of incorporation or other organizational document;
    - (B)** more than a controlling interest in the ownership of the Contractor; or
    - (C)** the individual(s) in charge of the performance.
- (b)** No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c)** Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.

  - (1)** The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
  - (2)** The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.
  - (3)** The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

### **3. Breach.**

- (a)** If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) Days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.

- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
    - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
    - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
    - (3) permanently discontinue part of the Services to be provided under the Contract;
    - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
    - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
    - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
    - (7) any combination of the above actions.
  - (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.
  - (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
  - (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) Days of immediate suspension. Within five (5) Days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) Days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) Days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.
6. **Ending the Contractual Relationship.**
- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may

terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.

- (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
- (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall immediately discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

## **7. Transition after Termination or Expiration of Contract.**

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice

provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

**E. Statutory and Regulatory Compliance.**

**1. Health Insurance Portability and Accountability Act of 1996.**

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (“Agency”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a “business associate” of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the “HIPAA Standards”).
- (f) **Definitions.**
  - (1) “**Breach**” shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.
  - (2) “**Business Associate**” shall mean the Contractor.
  - (3) “**Covered Entity**” shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
  - (4) “**Designated Record Set**” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
  - (5) “**Electronic Health Record**” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
  - (6) “**Individual**” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - (7) “**Privacy Rule**” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
  - (8) “**Protected Health Information**” or “**PHI**” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.

- (9) **“Required by Law”** shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
  - (10) **“Secretary”** shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (11) **“More stringent”** shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
  - (12) **“This Section of the Contract”** refers to the HIPAA Provisions stated herein, in their entirety.
  - (13) **“Security Incident”** shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
  - (14) **“Security Rule”** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
  - (15) **“Unsecured protected health information”** shall have the same meaning as the term as defined in 45 C.F.R. 164.402.
- (g) **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 and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and 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, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the business associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
  - (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, 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. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate’s actual cost of postage, labor and supplies for complying with the request.
  - (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. §



164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.

- (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, maintained, transmitted 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 investigating or determining Covered Entity's compliance with HIPAA Standards.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate:
  - (A) restrict disclosures of PHI,
  - (B) provide an accounting of disclosures of the individual's PHI,
  - (C) provide a copy of the individual's PHI in an electronic health record, or
  - (D) amend PHI in the individual's designated record set,the Business Associate agrees to notify the covered entity, in writing, within five business days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without:
  - (A) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
  - (B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.
- (16) Obligations in the Event of a Breach.
  - (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of

any use or disclosure not provided for by this section of the Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.

- (B)** Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- (C)** The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A description of what happened, including the date of the breach and the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
  2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
  3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
  4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
  5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- (D)** If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) © of this Section and determine whether, in its opinion there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
- (E)** If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.406.

- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site or a postal address. For breaches involving ten or more individuals whose contact information is insufficient or out of date to allow written notification under 45 C.F.R. § 164.404(d)(1)(i), the Business Associate shall notify the Covered Entity of such persons and maintain a toll-free telephone number for ninety (90) days after said notification is sent to the Covered Entity. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- (G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

**(h) 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 HIPAA Standards 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).

**(i) 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(s) 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.
- (j) **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 HIPAA Standards 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.
- (k) **Term and Termination.**
- (1) **Term.** The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
- (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
- (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) **Effect of Termination.**
- (A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

**(I) Miscellaneous Sections.**

- (1) Regulatory References.** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
  - (2) Amendment.** The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
  - (3) Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
  - (4) Effect on Contract.** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
  - (5) Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
  - (6) Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
  - (7) Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.
- 2. Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("Act") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the Act. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor shall comply with section 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
  - 3. Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.

4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

5. **Non-discrimination.**

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

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized

Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5)

- (b)** (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c)** Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d)** The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e)** The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor

may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**6. Freedom of Information.**

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b)
- (b) **Governmental Function.** In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. §§ 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

- 7. Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars



(\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. **Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. This Contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. All of these Executive orders are incorporated into and made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Agency shall provide a copy of these Orders to the Contractor.
9. **Campaign Contribution Restrictions.** For all State contracts as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's ("SEEC") notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 reproduced below:

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

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

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

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

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

## DEFINITIONS

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

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

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

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

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

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

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

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

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

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