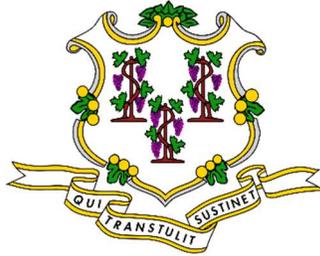


## STATE OF CONNECTICUT PROCUREMENT NOTICE



### Request for Application (RFA) For Implementing a Public Health Approach to Address Community Gun Violence

Issued By:

Connecticut Department of Public Health

**Monday March 31, 2025**

The Request For Application is available in electronic format on the State Contracting Portal by filtering by Organization for Department of Public Health (Department) at:

<https://portal.ct.gov/DAS/CTSource/BidBoard>

or from the Department's Official Contact:

Name: Colleen Violette, Public Health Services Manager  
Address: 410 Capitol Avenue, MS #HLS, Hartford, CT 06134-0308  
Phone: 860-509-8251  
Fax: 860-509-7720  
E-Mail: [DPH-GunViolenceRFA@ct.gov](mailto:DPH-GunViolenceRFA@ct.gov)

The RFA is also available on the Department's website at:

<https://portal.ct.gov/dph/rfa/request-for-applications>

**RESPONSES MUST BE RECEIVED NO LATER THAN**

**Friday May 23, 2025**

**12:00 PM EST**

The Department is an Equal Opportunity/Affirmative Action Employer.

The Department reserves the right to reject any and all submissions or cancel this procurement at any time if deemed in the best interest of the State of Connecticut (State).

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## I. GENERAL INFORMATION

### ■ A. INTRODUCTION

**1. RFA Name and Number. Implementing a Public Health Approach to Address Community Gun Violence number RFA 2026-0907.**

- 2. RFA Summary.** The Department is seeking proposals from a) existing or developing local offices of Firearm Injury Prevention (FIP Offices); b) municipalities; c) local health districts (LHDs); and d) 501(c)(3) corporations with a mission of addressing community gun violence. Proposers are asked to submit an application describing how they will address the community gun violence crisis within their municipality through a public health lens.

The Department encourages FIP Offices, municipalities, LHDs, and 501(c)(3) corporations within the same municipality to work collaboratively to submit one (1) proposal that encompasses participation, partnership and input from all such parties, and will give preference to such proposals. Preference will also be given to proposals from entities that serve a Connecticut municipality or are a Connecticut municipality that is identified by the Department as having among the highest rates of gun violence (such municipalities are referred to herein as “High Rate Municipalities” and included in Section IX). Additionally, proposals submitted by an FIP Office, municipality or LHD will be given preference over proposals from 501(c)(3) corporations.

A Proposer must discuss and recommend activities that:

1. Define and document the gun violence problem in Proposer’s community, municipality or Eligible Municipality through data collection.
2. Include local research to determine risk factors prevalent in the Proposer’s municipality and identify evidence-based solutions supported by literature that is relevant to the Proposer’s municipality.
3. Develop and test prevention strategies and identify and describe potential solutions, including adoption of laws and policies to reduce gun violence.
4. Promote widespread adoption of gun violence prevention strategies, by evaluating and suggesting refinements and improvements to existing applicable laws and policies.

- 3. RFA Purpose.** The Department has been monitoring trends in homicides and firearm related homicides through a federally funded Centers for Disease Control and Prevention (CDC) surveillance project referred to in Connecticut as the Connecticut Violent Death Reporting System (CTVDRS). In 2020, CTVDRS data trends demonstrated a sharp increase in homicides soon after the COVID-19 pandemic arrived in Connecticut in March 2020. The sharp increase was sustained through 2022. Many communities in Connecticut, like others across the country, experienced increases in gun violence. The pandemic has had a significant effect on gun violence by exacerbating challenges like economic and housing insecurity, dislocation of youth, and limited mobility. These factors aggravated interpersonal tensions, thereby increasing violence and challenging the abilities of law enforcement, public and nonprofit organizations, and community groups to respond.

In 2023, the Department began funding Community Based Organizations (CBO's) implementation of evidence-based/informed data-driven strategies to address community gun violence. Ten (10) CBO's are funded through June 30, 2025 and eight (8) are funded through June 30, 2026.

The selected Proposers shall implement a public health approach to community gun violence. This approach must include a multisectoral collaboration with community partners (e.g. youth, law enforcement, schools, clergy). The selected Proposers shall also identify, collaborate, and sub-contract with evidence-based, evidence-informed, community-centric gun violence prevention programs within their municipality. The selected Proposers shall identify highest risk locations within their municipalities through census tract or neighborhood location. The selected Proposers shall implement prevention strategies, including but not limited to mentoring programs, after school programs, hospital-based violence intervention programs, and street outreach programs that will:

1. Prevent violence before it occurs (Primary Prevention);
2. Reduce impact after violence occurs (Secondary Prevention); and
3. Soften the long-lasting impacts of gun violence (Tertiary Prevention).

The selected Proposers shall conduct rigorous evaluation and data collection of implemented programs and work with the Department's Contract Evaluator to identify metrics and outcomes to measure program implementation and effectiveness.

**4. Commodity Codes.** The services that the Department wishes to procure through this RFA are as follows:

- 80171907: Community relations consultation and engagement
- 80101504: Strategic planning consultation services
- 80101604: Project administration or planning
- 80171502: Focus group and public feedback meeting facilitation and analysis
- 80161502: Meeting planning services

■ **B. INSTRUCTIONS**

- 1. Official Contact.** The Department has designated the individual below as the Official Contact for purposes of this RFA. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Department. Proposers, Prospective Proposers, and other interested parties are advised that any communication with any other Department employee(s), including appointed officials, or personnel under contract to the Department about this RFA is strictly prohibited. Proposers or Prospective Proposers who violate this instruction may risk disqualification from further consideration.

Name: Colleen Violette, Public Health Services Manager  
 Address: 410 Capitol Avenue, MS #HLS, Hartford, CT 06134-0308  
 Phone: 860-509-8251  
 E-Mail: [DPH-GunViolenceRFA@ct.gov](mailto:DPH-GunViolenceRFA@ct.gov)

Please ensure that e-mail screening software, if used, recognizes and accepts e-mails from the Official Contact.

**2. Registering with State Contracting Portal.** Proposers must register with the State of CT contracting portal at: <https://portal.ct.gov/DAS/CTSource/Registration> if not already registered. Proposers shall submit the following information pertaining to this RFA to this portal on their supplier profile, which will be checked by the Department contact.

- Secretary of State recognition – Click on appropriate response
- Non-profit status, if applicable
- Notification to Bidders, Parts I-V
- Campaign Contribution Certification (OPM Ethics Form 1):  
<https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>

**3. RFA Information.** The RFA, amendments to the RFA, and other information associated with this procurement are available in electronic format from the Official Contact or from the internet at the following locations:

- Department’s RFA web page at:  
<https://portal.ct.gov/dph/rfa/request-for-applications>
- State Contracting Portal (go to CTsource bid board, filter by State of Connecticut Department of Public Health) at:  
<https://portal.ct.gov/DAS/CTSource/BidBoard>

It is strongly recommended that any Proposer or Prospective Proposer interested in this procurement check the Bid Board for any solicitation changes. Interested Proposers may receive additional e-mails from CTsource announcing addendums that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFA.

**4. Procurement Schedule.** See below. Dates after the due date for proposals (“Proposals Due”) are non-binding target dates only (\*). The Department may amend the schedule as needed. Any change to non-target dates will be made by means of an amendment to this RFA and will be posted on the State Contracting Portal and, if available, the Department’s RFA web page.

- RFA Released: Monday March 31, 2025
- Deadline for Questions: April 7, 2025
- Answer Release: April 14, 2025
- RFA Conference: April 22, 2025, 11:00AM-12:00PM [Recording](#)
- Letter of Intent Due: May 8, 2025, 4:00 PM EST
- Proposals Due: Friday May 23, 2025, 12:00 PM EST
- (\*) Proposer Selection: Friday June 13, 2025
- (\*) Start of Contract Negotiations: Monday June 16, 2025
- (\*) Start of Contract: Monday September 1, 2025

**5. Contract Awards.** The award of any contract pursuant to this RFA is dependent upon the availability of funding to the Department. The Department anticipates the following:

- Total Funding Available: \$2,500,000
- Number of Awards: Up to ten (10)
- Contract Cost: \$75,000-\$1,000,000
- Contract Term: September 1, 2025-June 30, 2027
- Funding Source: General Funds

**6. Eligibility.** Eligible Proposers are existing or developing local FIP Offices; b) municipalities; c) LHDs; and d) 501(c)(3) corporations with a mission of addressing community gun violence. The Department encourages FIP Offices, municipalities, LHDs, and 501(c)(3) corporations within the same municipality to work collaboratively to submit one (1) proposal that encompasses participation, partnership and input from all such parties, and will give preference to such submissions. Preference will also be given to proposals from entities that serve a Connecticut municipality or are a Connecticut municipality that is identified by the Department as having among the highest rates of gun violence (such municipalities are referred to herein as “High Rate Municipalities”). Additionally, proposals submitted by an FIP Office, municipality or LHD will be given preference over proposals from 501(c)(3) corporations.

**7. Minimum Qualifications of Proposers.** To qualify for a contract award, a Proposer must meet the eligibility requirements in **Section 6**.

**8. Letter of Intent.** A Letter of Intent (LOI) is required by this RFA. The LOI is non-binding and does not obligate the sender to submit a proposal. The LOI must be submitted to the Official Contact via e-mail by the deadline established in the Procurement Schedule. The LOI must clearly identify the sender, including name, postal address, telephone number, and e-mail address. It is the sender’s responsibility to confirm the Department’s receipt of the LOI. Failure to submit the required LOI in accordance with the requirements set forth herein shall result in disqualification from further consideration. All Prospective Proposers who submit a LOI are advised that their names will be published online as Prospective Proposers by the Department not later than two (2) business days after the deadline for submitting the LOI as established in the Procurement Schedule.

**9. Inquiry Procedures.** All questions regarding this RFA or the Department’s procurement process must be directed, in writing, electronically, via e-mail, to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally in person or over the telephone. All questions received before the deadline(s) will be answered. However, the Department will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFA or the procurement process will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. The Department reserves the right to answer questions only from those Proposers who have submitted a LOI. The Department may combine similar questions from multiple Proposers and give only one (1) answer. All questions and answers will be compiled into a written amendment to this RFA. If any answer to any question constitutes a material change to the RFA, the question and answer will be placed at the beginning of the amendment and duly noted as such.

The Department will release the answers to questions on the date(s) established in the Procurement Schedule. The Department will publish any and all amendments to this RFA on the State Contracting Portal and, if available, on the Department’s RFA web page. At its discretion, the Department may distribute any amendments to this RFA to Prospective Proposers who submitted a LOI.

**10. RFA Conference.** The Department will hold an RFA conference on April 22, 2025 from 11:00 AM-12:00 PM via zoom accessed on this [link](#).

**11. Proposal Due Date and Time.** The Official Contact is the **only authorized recipient** of proposals submitted in response to this RFA. Proposals must be received by the Official Contact on or before the due date and time: Friday May 23, 2025 12:00 PM EST.

Proposals received after the due date and time will be ineligible and will not be evaluated. The Department will send an official letter alerting late respondents of ineligibility.

**An acceptable submission must include the following:**

- One (1) conforming copy of the proposal in electronic format.

The proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee.

The proposal must be emailed to Official Contact for this procurement. The subject line of the email must read: **Implementing a Public Health Approach to Address Community Gun Violence**. Required forms and appendices may be scanned and submitted as PDFs at the end of the main proposal document or attached as separate documents. Please ensure the email submission is less than 25MB as this reflects the Department's server limitations; however, proposals in excess of 25MB may be sent through multiple emails, all of which must be received by the Department by the due date and time above. Proposers should work to ensure there are no additional IT limitations from their provider side.

**12. Multiple Proposals.** The submission of multiple proposals by the same entity is not an option for this procurement.

## II. PURPOSE OF RFA AND SCOPE OF SERVICES

### ■ A. AGENCY OVERVIEW:

The Department is the state's leader in public health policy and advocacy. The Department is the center of a comprehensive network of public health services and is a partner to local health departments. The Department provides advocacy, training and certification, technical assistance and consultation, and specialty services such as risk assessment that are not available at the local level. The Department is a source of accurate, up-to-date health information to the Governor, the legislature, the federal government, and local communities. This information is used to monitor the health status of Connecticut's residents, set health priorities, and evaluate the effectiveness of health initiatives. The Department is focused on health outcomes, maintaining a balance between assuring quality and administrative functions among personnel, facilities, and programs. The Department is a leader on the national scene through direct input to Federal agencies and the United States Congress. The mission of the Department is to protect and improve the health and safety of the people of Connecticut by:

- Assuring the conditions in which people can be healthy;
- Preventing disease, injury, and disability; and
- Promoting the equal enjoyment of the highest attainable standard of health, which is a human right and a priority of the state.

### ■ B. PROGRAM OVERVIEW

The mission of the Office of Firearm Injury Prevention (OFIP) is to implement a public health approach to reduce firearm-related injury and death in Connecticut, fund and support effective programs, strengthen partnerships and collaboration, collect timely data on firearm-involved injury and death, evaluate effectiveness of programs, advocate for effective policies, determine community-level needs, and secure state and federal funding.

OFIP seeks to prevent community gun violence and reduce violence death rates in Connecticut's highest rate areas. Outcome goals must include better collaborative effort between municipalities and organizations that are addressing this issue; an increase in prevention programming; a reduction in community violence; and a reduction in violent death rates.

OFIP uses the following public health approach to address community gun violence:

- Defining the violence problem through systematic data collection.
- Conducting local research on risk factors in the Proposer's community and identifying evidence-based solutions supported by literature that is relevant to your community.
- Defining solutions, including the consideration of applicable laws and policies to reduce gun violence.
- Evaluating and providing suggestions for refinement and improvement to laws and policies that promote widespread adoption of gun violence prevention policies.

OFIP's prevention strategies include the implementation of programs including but not limited to: mentoring programs; after-school programs; hospital-based violence intervention programs; and street outreach programs that:

- Prevent violence before it occurs (Primary Prevention);
- Reduce impacts after violence occurs (Secondary Prevention); and
- Soften the long-lasting impacts of gun violence (Tertiary Prevention).

OFIP's vision is to fund and support comprehensive proposals addressing firearm injury and prevention, with preference to those proposals serving High Rate Municipalities, as designated by the Department. OFIP seeks to fund and support an entity that will collaborate and sub-

contract with evidence-based, evidence-informed, community-centric gun violence prevention programs within their municipality.

Through rigorous evaluation and data collection methods, OFIP hopes to identify metrics and outcomes to measure program implementation. Evaluation efforts will help improve and strengthen prevention strategies.

### ■ C. SCOPE OF SERVICE DESCRIPTION

Services to be provided by the Proposer shall include applying a public health approach to address community gun violence within their municipality. Within this RFA, Proposers shall provide an outline of services to be completed and organization to collaborate and sub-contacted with to perform prevention services.

#### 1. Organizational Expectations:

The Department is seeking proposals from a) existing or developing FIP Offices; b) municipalities; c) LHDs; and d) 501(c)(3) corporations with a mission of addressing community gun violence.

#### 2. Service Expectations:

The successful Proposer(s) shall:

- Use a public health approach to address community gun violence, such as the approach outlined in the Association of State and Territorial Health Officials firearm prevention toolkit available at: <https://www.astho.org/topic/toolkit/how-to-prevent-firearm-injury-using-public-health-approach/#howto>;
- Engage in multisectoral collaboration with community partners (e.g. law enforcement, schools, clergy);
- Identify, collaborate, and sub-contract with evidence-based, evidence-informed, community-centric gun violence prevention programs within their target area;
- Identify highest risk locations within the Proposer's municipality through census tract or neighborhood location;
- Implement prevention strategies such as those described by the CDC in its Community Violence Prevention Resource available at: [https://www.cdc.gov/violence-prevention/media/pdf/resources-for-action/CV-Prevention-Resource-for-Action\\_508.pdf](https://www.cdc.gov/violence-prevention/media/pdf/resources-for-action/CV-Prevention-Resource-for-Action_508.pdf)
- Implement programs including but not limited to; mentoring programs, after-school programs, hospital-based violence intervention programs, and street outreach programs; and
- Conduct rigorous evaluation of and data collection for implemented programs including working with the Department Contract Evaluator to identify metrics and outcomes to measure program implementation and effectiveness.

Responses to this RFA must align with the mission of the Department. Proposers are expected to read and incorporate the content of the articles referenced above in their response.

#### 3. Staffing Expectations

The proposal must identify and describe the staff assigned to this program. Resumes must be provided for staff leading the program evaluation. The profile of staff who will be working in this program must be clear and adequate time must be allocated to manage the services to be provided. Include in the staff profile the extent to which the project leader and the other identified staff have the appropriate training and experience to perform assigned duties. The use of subcontractors is encouraged for the purposes of community wide collaboration between eligible Proposers.

**4. Data and Technology Expectations:**

Successful Proposers must clearly describe experience in the following criteria:

**a. E-Mail/Internet Capabilities**

Proposer must define current system capabilities as well as restrictions. Proposers must have access to access email and the internet for the purposes of data collection and record reporting, as well as for any required or recommended Department webinars and teleconferences. They must have the ability to schedule and manage meetings using a variety of virtual platforms for remote/hybrid meetings as directed by the Department.

**b. IT Infrastructure / Hardware & Software Quality**

Proposer must describe its current operating system, including the names of any staff assigned to IT management. Such individual's contact information must be included. Proposer must have the capability to support online training and webinars as required by the Department.

**c. Data Collection / Storage / Reporting**

Proposer must describe how it will collect data from various data sources; e.g., surveillance data, focus group data, and implementation data. to illustrate the impact of the programs. All data must be stored in a secure IT environment to ensure the protection of confidential and Personal Health Information (PHI). The Proposer's designated program coordinator shall develop and send evaluation reports to the Department on the required reporting schedule.

**5. WORK PLAN**

Proposer must provide a comprehensive and realistic work plan on the Work Plan Form included in Section VI. The Work Plan must be consistent with the RFA and the program's goals and required activities. The Work Plan must include specific details about program goals, services to be provided, the staff responsible for each activity, timeframe for completion, including a project start date, and the expected outcome or measure of success for that activity. Detail must be provided about the relationship and tasks to be performed by CBO's.

The Proposer must prepare a detailed Work Plan for the initial Contract year. At a minimum, the Work Plan must:

- Describe major strategies and activities to be conducted to meet the proposed project outcomes;
- List objectives that are S (Specific); M (Measurable); (Achievable); R (Relevant); T (Time Bound) for the initial Contract year;
- Provide a timeline that identifies key activities and assigns approximate dates for inception and completion of each task or activity;
- Describe any collaborations that will be utilized to assist in carrying out the proposed activities; and
- Describe staff and administrative roles and functions to support implementation of the award, including funded program roles assessment, and evaluation functions.

**6. Financial Expectations:**

**a. Financial Controls Procedures**

The Proposer must have established financial control procedures in place, including a Cost Allocation Plan, and a Time and Effort reporting system to document and verify actual work performed by staff charged to this program. The Proposer must have a process in place used by program and fiscal staff to ensure adequate reporting, reconciliation, and tracking of program expenditure by funding source. The Proposer must have a documented process in place for reimbursing subcontractors that encompasses the time an invoice is received to final payment.

**b. Audited Financial Statements**

The Proposer must also define fiscal stability as indicated in the organization’s last two (2) years of most recent annual audited financial statements, including auditor management letter(s) and a corrective action plan if applicable.

**7. Budget Expectations:**

**a. Fiscal Competitiveness**

The Proposer must describe how the proposal is fiscally competitive, including how staffing and service delivery costs are competitive with similar organizations to attract and maintain qualified staff and provide services in a cost-efficient manner.

**b. Budget Narrative and Budget**

The proposal must contain an itemized budget with justification for each line item on the budget forms included in the Application.

- i. For an itemized budget, include brief description of staff, number of hours per week expected to work, and hourly rates for staff funded through this proposal.
- ii. For an itemized budget, all costs (travel, printing, supplies, etc.) must be included in the proposal. Competitiveness of the budget will be considered as part of the proposal review process, and the administrative cap is fifteen (15) percent.
- iii. For an itemized budget, please complete and attach the budget summary and budget justification forms in Attachments Section VI. Application Forms. Add pages to the required forms as needed in the format provided.
- iv. The State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal and/or State government. Such taxes must not be included in contract prices.
- v. The maximum amount of the bid may not be increased after the proposal is submitted. All cost estimates will be considered as “not to exceed” quotations against which time and expenses will be charged.
- vi. The proposed budget is subject to change during the contract award negotiations based on availability of funds.

**■ D. PERFORMANCE MEASURES**

The Department may require the successful Proposer to provide one or more of the following deliverables that will allow the Department, together with Proposers, to analyze key metrics during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to the Department. The Department looks forward to working with successful Proposers to identify additional important performance metrics.

Deliverables	Measures
Logic Models	Logic Model includes Inputs, Strategies and Activities, Short-Term Outcomes,

	Intermediate Outcomes, and Long-Term Outcomes.
Action Plans	Working off of the Logic Model, break down the goals into actionable steps that can be easily followed and tracked.
Evaluation Plans	Evaluation Plan includes performance measure data that is collected and analyzed by activity, relevant priority group, and accountability targets. The Evaluation Plan includes a process evaluation to assess program implementation, improve performance, and measure progress toward outcomes.
Evaluation Reports	Evaluation Report outlines how activities described in the Evaluation Plan were implemented and achieved.
Evaluation Dissemination Plans	Evaluation Dissemination Plans outlines how and when the evaluation results will be shared and with which program stakeholders.
Success Stories	Narrative that highlights the achievements of the program, intervention, or strategy.

#### ■ E. CONTRACT MANAGEMENT/DATA REPORTING

As part of the State's commitment to becoming more outcomes-oriented, the Department seeks to actively and regularly collaborate with successful Proposers to enhance contract management, improve results, and adjust service delivery and policy based on learning what works. Reliable and relevant data is necessary to ensure compliance, inform trends to be monitored, evaluate results and performance, and drive service improvements. As such, the Department reserves the right to request/collect other key data and metrics from successful Proposers.

The successful Proposer will be expected to affirm that they shall:

- Participate in monthly meetings with the Department to report on progress and discuss any issues that may have arisen.
- Provide written quarterly written narratives corresponding to expectations in the contract including work plan updates.
- Work with a Department Contract Evaluator.
- Participate in meetings with the Department and contracted staff managing the funded programs' contracts.

### III. PROPOSAL SUBMISSION OVERVIEW

#### ■ A. SUBMISSION FORMAT INFORMATION

1. **Required Outline.** All proposals must follow the required outline presented in Section IV – Proposal Outline. Proposals that fail to follow the required outline will be deemed non-responsive and not evaluated.
2. **Cover Sheet.** The Cover Sheet is Page one (1) of the proposal.

The Proposer must submit a Cover Sheet that includes the information below:

- RFA Name or Number:
- Legal Name:
- FEIN:
- Street Address:
- Town/City/State/Zip:
- Contact Person:
- Title:
- Phone Number:
- E-Mail Address:
- Authorized Official:
- Title:
- Signature:

With regard to such information, *Legal Name* is the name of private provider organization, CT State agency, or municipality submitting the proposal; *Contact Person* is the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal; and *Authorized Official* is the individual empowered to submit a binding offer on behalf of the Proposer to provide services in accordance with the terms and provisions described in this RFA and any amendments or attachments hereto.

3. **Table of Contents.** All proposals must include a Table of Contents that conforms with the required proposal outline.
4. **Executive Summary.** Proposals must include a high-level summary, not to exceed two (2) pages of the main proposal and cost proposal. The summary must also include the organization's eligibility and qualifications to respond to this RFA.
5. **Attachments.** Attachments other than the required Appendices or Forms identified in the RFA are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFA. Failure to abide by these instructions will result in disqualification.
6. **Style Requirements** *THIS IS AN ELECTRONIC SUBMISSION.*

Submitted proposals must conform to the following specifications:

- Paper Size: 8 ½ x 11
- Page Limit: One (1) to two (2) page limit Executive Summary, twelve (12) page limit Main Proposal Components. This does not include Required Forms and Attachments.
- Font Size: No smaller than 11-point type

- Font Type: Easily readable (e.g. Arial, Times New Roman, Verdana)
- Margins: No less than 1" top, bottom, left and right margins
- Line Spacing: 1.5 line spacing

**7. Pagination.** The Proposer's name must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be numbered in the footer.

**9. Declaration of Confidential Information.** Proposers are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If a Proposer deems that certain information required by this RFA is confidential, the proposer must label such information as CONFIDENTIAL in the Application Forms VI prior to submission. The proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the Proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

**10. Conflict of Interest - Disclosure Statement.** Proposers must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the Proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a Proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the proposer over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a Proposer must affirm such in the disclosure statement. *Example: "[name of Proposer] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."*

## ■ B. EVALUATION OF PROPOSALS

**1. Evaluation Process.** It is the intent of the Department to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFA. When evaluating proposals, negotiating with successful Proposers, and awarding contracts, the Department will conform with its written procedures for POS and PSA procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85). Final funding allocation decisions and contract award amounts will be determined during contract negotiation. Proposers and Prospective Proposers are advised that a final contract award may differ from their requested amounts.

**2. Evaluation Review Committee.** The Department will designate a Review Committee to evaluate proposals submitted in response to this RFA. The Review Committee will be composed of individuals, Department staff or other designees as deemed appropriate. The contents of all submitted proposals, including any

confidential information, will be shared with the Review Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. The Review Committee shall evaluate all proposals that meet the Minimum Submission Requirements by score and rank ordered and make recommendations for awards. The Department will make the final selection(s). Attempts by any Proposer (or representative of any Proposer) to contact or influence any member of the Review Committee may result in disqualification of the Proposer.

- 3. Minimum Submission Requirements.** To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) meet the Eligibility and Qualification requirements to respond to the procurement, (4) follow the required Proposal Outline; and (5) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Department will reject any proposal that deviates significantly from the requirements of this RFA.
- 4. Evaluation Criteria.** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Review Committee will use to evaluate the merits of the proposals. The criteria listed below will be used to evaluate proposals.
  - Organizational Profile
  - Scope of Services
  - Staffing Plan
  - Data and Technology
  - Work Plan
  - Financial Profile and Budget
  - High Rate Municipality Designation
  - Number of Entitles Providing Services within an Individual Proposal
  - Sole Proposal from a High Rate Municipality

**Note:**

As part of its evaluation of the Staffing Plan, the Review Committee will review the Proposer's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies § 46A-68j-30(10).

- 5. Proposer Selection.** Upon completing its evaluation of proposals, the Review Committee will submit the rankings of all proposals to the Commissioner or Department Head. The final selection of a successful Proposer is at the discretion of the Commissioner or Department Head. Any Proposer selected will be so notified and awarded an opportunity to negotiate a contract with the Department. Such negotiations may, but will not automatically, result in a contract and the final award amount may differ from the amount originally requested in an eligible Proposal. Any resulting contract will be posted on the State Contracting Portal. All unsuccessful Proposers will be notified by e-mail or U.S. mail, at the Department's discretion, about the outcome of the evaluation and Proposer selection process. The Department reserves the right to decline to award contracts for activities in which the Commissioner or Department Head considers there are not adequate respondents.
- 6. Debriefing.** Within ten (10) days of receiving notification from the Department, unsuccessful Proposers may contact the Official Contact and request information about the evaluation and Proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "Day One" of the ten (10) days. If unsuccessful Proposers still have questions after receiving this information, they may contact the Official Contact and request a meeting with the

Department to discuss the evaluation process and their proposals. If held, the debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The Department may schedule and hold the debriefing meeting within fifteen (15) days of the request. The Department will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.

- 7. Appeal Process.** Proposers may appeal any aspect the Department’s competitive procurement, including the evaluation and Proposer selection process. Any such appeal must be submitted to the Department head. A Proposer may file an appeal at any time after the proposal due date, but not later than thirty (30) days after a Department notifies unsuccessful Proposers about the outcome of the evaluation and Proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered “Day One” of the thirty (30) days. The filing of an appeal shall not be deemed sufficient reason for the Department to delay, suspend, cancel, or terminate the procurement process or execution of a contract. More detailed information about filing an appeal may be obtained from the Official Contact.
- 8. Contract Execution.** Any contract developed and executed as a result of this RFA is subject to the Department’s contracting procedures, which may require and include approval by the Office of the Attorney General. Fully executed and approved contracts will be posted on State Contracting Portal and the Department website.

## IV. REQUIRED PROPOSAL SUBMISSION OUTLINE AND REQUIREMENTS

### A. Cover Sheet

### B. Table of Contents

### C. Executive Summary

### D. Main Proposal

### E. Attachments (clearly referenced to summary and main proposal where applicable)

### F. Declaration of Confidential Information

### G. Conflict of Interest - Disclosure Statement

### H. Statement of Assurances

#### **A: Cover Sheet**

The Proposer must use a Cover Sheet capturing the following information:

- RFA Name or Number:
- Legal Name:
- FEIN (not required for currently contracted providers/vendors):
- Street Address:
- Town/City/State/Zip:
- Contact Person:
- Title:
- Phone Number:
- E-Mail Address:
- Authorized Official:
- Title:
- Signature:

*Legal Name* is defined as the name of private provider organization, CT State agency, or municipality submitting the proposal. *Contact Person* is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal. *Authorized Official* is defined as the individual empowered to submit a binding offer on behalf of the Proposer to provide services in accordance with the terms and provisions described in this RFA and any amendments or attachments hereto.

#### **B: Table of Contents**

Respondents must include a Table of Contents that lists sections and subsections with page numbers that follow the organization outline and sequence for this proposal.

#### **C: Proposer Executive Summary**

The page limitation for this section is one (1) to two (2) pages briefly describing how the Proposer meets the eligibility and qualification criteria outlined in the Proposal Overview and

a brief overview of why the Proposer should be selected for the activities highlighted in the scope of services.

***D: Main Proposal Submission Requirements To Submit a Responsive Proposal***

**\*\*\*Please note the maximum total page length for this section is twelve (12) pages.** (All appendices and other attachments should be referred to in Section D and then placed in Section E. The Department Review Committee will not read answers longer than twelve (12) pages in this section.)

**1. Organizational Profile**

- a. Overview of the history and structure of the organization
  - Purpose, Mission, Vision, and History of Organization
  - Entity Type / Parent Organization / Years of Operation
  - Location of Offices / Facilities
  - Accreditation / Certification / Licensure
- How this proposal will fit into the organization’s overall mission and meet the intent of this RFA.
- History of past affiliation with funding to implement strategies to address community gun violence.
- Name, title, address, telephone, and fax numbers of staff persons responsible for the completion and submittal of contract and legal documents/forms, program progress reports, and financial expenditure reports.
- Indicate what type of legal entity the Proposer is, the fiscal year the Proposer follows, the Proposer’s federal ID number and/or town code and Medicaid number, and whether Proposer is registered as a Connecticut Minority Business Enterprise and /or Women Business Enterprise.

**2. Scope of Services**

**Implementing a Public Health Approach to Address Community Gun Violence  
The Proposer shall:**

- Describe how it will use a public health approach to addresses community gun violence.
- Describe how it will use multisectoral collaboration with community partners (e.g. law enforcement, schools, clergy, etc.)
- Describe how it will identify, collaborate, and sub-contract with evidence-based, evidence-informed, community-centric gun violence prevention programs within their target area.
- Describe how it will identify highest risk locations within its Eligible Municipality through census tract or neighborhood location.
- Describe how it will implement prevention strategies.
- Describe programs to be funded, including but not limited to mentoring programs, after-school programs, hospital-based violence intervention programs and street outreach programs.
- Describe how it will collect and rigorously evaluate data pertaining to implemented programs. This includes working with the Department’s Contract Evaluator to identify metrics and outcomes to measure program implementation and effectiveness.

### 3. Staffing Plan

#### a. Key Personnel/Managers/Staff Assigned

Describe the staff assigned to this program. This includes job descriptions, the number of hours per week each staff member will be assigned to work on this Project, and hourly rates for all staff funded through this proposal. Resumes must be provided for all professional staff. The profile of staff who will be working in this program must be clear, and adequate time must be allocated to manage the services to be provided.

The Proposer must describe the administrative structure and oversight for the program. Identify the coordinator/supervisor and key personnel that will comprise the program and the staff assigned, including the extent to which they have the appropriate training and experience to perform assigned duties. The Proposer must complete and attach the Position Schedule 2a in Application Forms and Attachments Section VI. (Attach resumes and job descriptions for all staff assigned to this proposal as appendices). The use of subcontractors is encouraged for the purposes of community-wide collaboration.

#### b. Staffing Level and Demographics of Organization Work Force

The Proposer must complete and attach an organizational Work Force Analysis in Application Forms and Attachments Section VI. The Proposer must also provide evidence that the Proposer will utilize small and minority businesses whenever feasible and appropriate in the purchase of supplies and services.

#### c. Organizational Chart

The Proposer must include an organizational chart in Application Forms and Attachments Section VI.

#### d. Subcontractors:

For subcontractors, specify the following information:

- Legal Name of Agency, Address, FEIN;
- Contact Person, Title, Phone, Fax, E-mail;
- Services Currently Provided;
- Services to be Provided Under Subcontract;
- Subcontractor Oversight;
- Subcontract Cost and Term; and
- Subcontractor Qualifications (see Staffing Requirements above).

**Note.** The proposal must include a completed Subcontractor Schedule A—Detail Form for each proposed subcontractor. See Application Forms and Attachments Section VI.

### 4. Data and Technology

Successful Proposers shall clearly describe experience in the following criteria:

#### a. E-Mail / Internet Capabilities

Define current internet capabilities as well as system restrictions. Proposers must describe access to email and the internet for the purposes of data collection and record reporting, in addition to any required or recommended Department webinars and teleconferences. Proposers must have the ability to schedule and manage meetings using a variety of virtual platforms for remote/hybrid meetings as required by the Department.

#### b. IT Infrastructure / Hardware & Software Quality

Describe current operating system, including any individual staff members assigned to IT management.

**c. Data Collection / Storage / Reporting**

Describe the ability to collect and analyze evaluation data, and to send reports to the Department.

**5. Work Plan**

A comprehensive and realistic Work Plan must be provided on the Work Plan Form included in Application Forms and Attachments Section VI. The Work Plan must be consistent with the RFA and the program's goals and required activities. The Work Plan must include specific details about program goals, services to be provided, the responsible staff position and target population for each activity, timeframe for completion, including a project start date, and the expected outcome or measure of success for that activity. Detail should be provided about the relationship and tasks to be performed by each subcontractor.

The Proposer must prepare a detailed Work Plan for the initial contract year.

At a minimum the Work Plan must:

- Describe major strategies and activities to be conducted to meet the proposed program outcomes;
- List objectives that are S (Specific); M (Measurable); A (Achievable); R (Relevant); I (Time-Bound) during the initial contract year.
- Provide a timeline that identifies key activities and assigns approximate dates for inception and completion.
- Describe any collaborations that will be utilized to assist in carrying out the proposed activities.
- Describe staff and administrative roles and functions to support implementation of the award, including subcontractor roles assessment, and evaluation and implementation functions.

A request may be made to update the Work Plan annually as part of contract negotiations.

**6. Financial and Budget****a. Financial Profile and Expectations**

- Annual Budget and Revenues
- Financial Control Procedures
- Revenue Generation / Billing / Third Party Reimbursement
- History of Violations (financial or programming)
- Audited Financial Statements for the last 2 years

**b. Budget Expectations**

Budget Narrative and Itemized Budget

- An itemized budget must be included. Complete and attach the budget summary and justification forms (See Application Forms and Appendices Section VI).
- Include subcontractors cost, if applicable.
- Include copies of state set aside certifications for small and/or minority business (not counted in page count).

**7. High Rate Municipality Designation**

The Department will give preference to proposals that serve High Rate Municipalities, as designated by the Department.

**8. Number of Entitles Providing Services within an Individual Proposal**

The Department seeks and encourages collaboration between eligible Proposers and will give preference to proposals containing services from multiple entities in accordance with the requirements of this RFA.

**9. Sole Proposal from a High Rate Municipality**

The Department will give preference to a proposal that is the sole proposal from a High Rate Municipality.

**10. Attachments - (See Application Forms and Appendices Section VI)**

**11. Appendices**

- a. Job descriptions
- b. Staff / Resumes
- c. Organizational Chart
- d. Audited Financial Statements

**E: Attachments**

Attachments other than the required attachments identified are not permitted and will not be evaluated. See the Proposal Checklist in Section VI or a list of relevant attachments. Further, the required attachments must not be altered or used to extend, enhance, or replace any component required by this RFA. Failure to abide by these instructions may result in disqualification.

**F: Declaration of Confidential Information**

If a Proposer deems that certain information required by this RFA is confidential, the Proposer must label such information as CONFIDENTIAL prior to submission. The Proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the Proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the Proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

**G: Conflict of Interest – Disclosure Statement**

Proposers must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the Proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a Proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. In the absence of any conflict of interest, a Proposer must affirm such in the disclosure statement. *Example: "[name of Proposer] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."*

**H: Statement of Assurances**

Place after Conflict of Interest-Disclosure Statement. Sign and return Section VI.

## V. MANDATORY PROVISIONS

### ■ A. POS STANDARD CONTRACT, PARTS I AND II

*By submitting a proposal in response to this RFA, the Proposer implicitly agrees to comply with the provisions of Parts I and II of the State's "standard contract" for POS:*

Part I of the standard contract is maintained by the Department and will include the scope of services, contract performance, quality assurance, reports, terms of payment, budget, and other program-specific provisions of any resulting POS contract.

Part II of the standard contract is maintained by OPM and includes the mandatory terms and conditions of the POS contract. Part II is available on OPM's website at: [http://www.ct.gov/opm/fin/standard\\_contract](http://www.ct.gov/opm/fin/standard_contract)

Note:

Included in Part II of the standard contract is the State Elections Enforcement Commission's notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations. If a Proposer is awarded an opportunity to negotiate a contract with the Department and the resulting contract has an anticipated value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts has an anticipated value of \$100,000 or more, the Proposer must inform the Proposer's principals of the contents of the SEEC notice.

Part I of the standard contract may be amended by means of a written instrument signed by the Department, the selected Proposer (Contractor), and, if required, the Attorney General's Office. Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General's Office. See Section XIII. Contract Package.

### ■ B. ASSURANCES

*By submitting a proposal in response to this RFA, a Proposer implicitly gives the following assurances:*

- 1. Collusion.** The Proposer represents and warrants that the Proposer did not participate in any part of the RFA development process and had no knowledge of the specific contents of the RFA prior to its issuance. The Proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the Proposer's proposal. The Proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
- 2. State Officials and Employees.** The Proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFA. The Department may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any

of the aforementioned officials or employees from the proposer, contractor, or its agents or employees.

- 3. Competitors.** The Proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFA. No attempt has been made, or will be made, by the Proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The Proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the Proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.
- 4. Validity of Proposal.** The Proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFA and any amendments or attachments hereto. The proposal shall remain valid for a period of one hundred and eighty (180) days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Department may include the proposal, by reference or otherwise, into any contract with the successful Proposer.
- 5. Press Releases.** The Proposer agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFA or any resultant contract.

## ■ C. TERMS AND CONDITIONS

*By submitting a proposal in response to this RFA, a Proposer implicitly agrees to comply with the following terms and conditions:*

- 1. Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
- 2. Preparation Expenses.** Neither the State nor the Department shall assume any liability for expenses incurred by a Proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFA.
- 3. Exclusion of Taxes.** The Department is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.
- 4. Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
- 5. Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Department may request and authorize Proposers to submit written clarification of their proposals, in a manner or format prescribed by the Department, and at the Proposer's expense.

- 6. Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Department. The Department may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Department. At its sole discretion, the Department may limit the number of Proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per Proposer.
- 7. Presentation of Supporting Evidence.** If requested by the Department, a Proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFA. The Department may make onsite visits to an operational facility or facilities of a Proposer to evaluate further the Proposer's capability to perform the duties required by this RFA. At its discretion, the Department may also check or contact any reference provided by the Proposer.
- 8. RFA Is Not An Offer.** Neither this RFA nor any subsequent discussions shall give rise to any commitment on the part of the State or the Department or confer any rights on any Proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the Proposer and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the Proposer or for payment of services under the terms of the contract until the successful Proposer is notified that the contract has been accepted and approved by the Department and, if required, by the Attorney General's Office.

#### ■ D. RIGHTS RESERVED TO THE STATE

*By submitting a proposal in response to this RFA, a Proposer implicitly accepts that the following rights are reserved to the State:*

- 1. Timing Sequence.** The timing and sequence of events associated with this RFA shall ultimately be determined by the Department.
- 2. Amending or Canceling RFA.** The Department reserves the right to amend or cancel this RFA on any date and at any time, if the Department deems it to be necessary, appropriate, or otherwise in the best interests of the State.
- 3. No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFA, the Department may reopen the procurement process, if it is determined to be in the best interests of the State.
- 4. Award and Rejection of Proposals.** The Department reserves the right to award in part or to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFA. The Department may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Department reserves the right to reject the proposal of any Proposer who submits a proposal after the submission date and time.
- 5. Sole Property of the State.** All proposals submitted in response to this RFA are to be the sole property of the State. Any product, whether acceptable or unacceptable,

developed under a contract awarded as a result of this RFA shall be the sole property of the State, unless stated otherwise in this RFA or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.

- 6. Contract Negotiation.** The Department reserves the right to negotiate or contract for all or any portion of the services contained in this RFA, including but not limited to an increase or reduction of a Proposer's requested contract award amount. The Department further reserves the right to contract with one or more Proposers for such services. After reviewing the scored criteria, the Department may seek BFO on cost from Proposers. The Department may set parameters on any BFOs received.
- 7. Clerical Errors in Award.** The Department reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Proposer and subsequently awarding the contract to another Proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial Proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the Proposer.
- 8. Key Personnel.** When the Department is the sole funder of a purchased service, the Department reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Department also reserves the right to approve replacements for key personnel who have terminated employment. The Department further reserves the right to require the removal and replacement of any of the Proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the Department.

## ■ E. STATUTORY AND REGULATORY COMPLIANCE

*By submitting a proposal in response to this RFA, the Proposer implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:*

- 1. Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally 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). Proposers are generally advised not to include in their proposals any confidential information. If the Proposer indicates that certain documentation, as required by this RFA, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The Proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a Proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.
- 2. Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain

obligations on State agencies (as well as contractors and subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.

**3. Consulting Agreements, C.G.S. § 4a-81. Consulting Agreements**

**Representation, C.G.S. § 4a-81.** Pursuant to C.G.S. §§ 4a-81 the successful contracting party shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as true to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalties of false statement.

**4. Campaign Contribution Restriction, C.G.S. § 9-612.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the resulting contract must represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." Such notice is available at:

[https://seec.ct.gov/Portal/data/forms/ContrForms/seec\\_form\\_11\\_notice\\_only.pdf](https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf)

**5. Gifts, C.G.S. § 4-252.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

Any bidder or Proposer that does not agree to the representations required under this section shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked Proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

**6. Iran Energy Investment Certification C.G.S. § 4-252(a).** Pursuant to C.G.S. § 4-252(a), the successful contracting party shall certify the following: (a) that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the resulting contract.

**7. Nondiscrimination Certification, C.G.S. § 4a-60 and 4a-60a.** If a bidder is awarded an opportunity to negotiate a contract, the Proposer must provide the State agency with *written representation* in the resulting contract that certifies the bidder complies with the State's nondiscrimination agreements and warranties. This nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the resulting contract, or (B) providing an affirmative response in the required online bid or response to a proposal question, if applicable, which asks if the contractor understands its obligations. If a bidder or vendor refuses to agree to this representation, such bidder or vendor shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

**8. Access to Data for State Auditors.** The Contractor shall provide to OPM access to any data, as defined in C.G.S. § 4e-1, concerning the resulting contract that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by OPM [or the Client Department] and the State Auditors of Public Accounts at no additional cost.

## VI. APPENDIX

### A. ABBREVIATIONS / ACRONYMS / DEFINITIONS

BFO	Best and Final Offer
C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunity (CT)
CT	Connecticut
DAS	Department of Administrative Services (CT)
FOIA	Freedom of Information Act (CT)
IRS	Internal Revenue Service (US)
LHD	Local Health District
LOI	Letter of Intent
OAG	Office of the Attorney General
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)
POS	Purchase of Service
P.A.	Public Act (CT)
RFA	Request For Proposal
SEEC	State Elections Enforcement Commission (CT)
U.S.	United States

- **Department Contract Evaluator:** a third party independent organization hired by the Department who shall provide a detailed analysis of the Project and work collaboratively with stakeholders to ensure Project standards and benchmarks are attained.
- **Commission on Community Gun Violence Intervention and Prevention:** a statewide multi-disciplinary Commission required by Connecticut Public Act 22-118: Sec. 81., which is chaired by the Department Commissioner and meets quarterly.
- **Contractor:** an entity that enters into a POS contract with the Department as a result of this RFA.
- **Office of Firearm Injury Prevention (OFIP):** a new Department Office created in July 2022 as required by CT Public Act 22-118: Sec. 80.
- **Primary Prevention:** measures or strategies taken to prevent gun violence before it occurs.
- **Proposer:** an entity that has submitted a proposal to the Department in response to this RFA. This term may be used interchangeably with Respondent throughout the RFA.
- **Prospective Proposer:** an entity that is eligible to submit a proposal under this RFA but has not yet done so.
- **Secondary Prevention:** measures or strategies taken to reduce the impact of gun violence that has already occurred, by detecting and addressing it as soon as possible to slow or halt progress.

- **Subcontractor:** an individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific service as part of a PSA with the Department as a result of this RFA.
- **Tertiary Prevention:** measures or strategies taken to reduce the impacts of gun violence that have lasting effects.

**B. STATEMENT OF ASSURANCES**

Connecticut Department of Public Health

The undersigned Respondent affirms and declares that:

**1) General**

- a. This proposal is executed and signed with full knowledge and acceptance of the RFA CONDITIONS stated in the RFA.
- b. The Respondent shall deliver services to the Department at the cost proposed in the RFA and within the timeframes therein.
- c. The Respondent shall seek prior approval from the Department before making any changes to the location of services.
- d. Neither the Respondent or any official of the organization nor any subcontractor or the Respondent or any official of the subcontractor organization has received any notices of debarment or suspension from contracting with the State of CT or the Federal Government.
- e. Neither the Respondent or any official of the organization nor any subcontractor or the Respondent or any official of the subcontractor's organization has received any notices of debarment or suspension from contracting with other states within the United States.

Legal Name of Organization:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

## C. PROPOSAL CHECKLIST

To assist Respondents in managing proposal planning and document collation processes, this document summarizes key dates and proposal requirements for this RFA. Please note that this document does not supersede what is stated in the RFA. Please refer to the Proposal Submission Overview, Required Proposal Submission Outline, and Mandatory Provisions (Sections II, III, and IV of this RFA) for more comprehensive details. It is the responsibility of each Respondent to ensure that all required documents, forms, and attachments, are submitted in a timely manner.

### **Key Dates**

<b>Procurement Timetable</b>		
The Department reserves the right to modify these dates at its sole discretion.		
Item	Action	Date
1	RFP Released	Monday March 31, 2025
2	Deadline for Questions	April 7, 2025
3	Answer Release	April 14, 2025
4	RFA Conference	April 22, 2025 11:00AM-12:00PM <a href="#">Recording</a>
5	Letter of Intent Due	May 8, 2025 4:00 PM EST
6	Proposal Due	Friday May 23, 2025 12:00 PM EST
7	Proposer Selection	Friday June 13, 2025
8	Start of Contract Negotiations	Monday June 16, 2025
9	Start of Contract	Monday September 1, 2025

### **Registration with State Contracting Portal (if not already registered):**

- Register at: <https://portal.ct.gov/DAS/CTSource/Registration>
- Submit Campaign Contribution Certification (OPM Ethics Form 1):  
<https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>

### **Proposal Content Checklist**

- Cover Sheet** including required information:
  - RFA Name or Number
  - Legal Name
  - FEIN
  - Street Address
  - Town/City/State/Zip
  - Contact Person
  - Title
  - Phone Number
  - E-Mail Address
  - Authorized Official
  - Title
  - Signature
- Table of Contents**
- Executive Summary:** high-level summary of proposal and cost
- Main proposal body answering all questions with relevant attachments.**
- IRS Determination Letter** (for nonprofit Proposers)
- Two years of most recent annual audited financial statements; OR any financial statements prepared by a Certified Public Accountant** for Proposers whose organizations have been incorporated for less than two (2) years. *Agencies may swap in use of EARS system if applicable.*

- 
- Proposed budget**, including budget narrative and cost schedules for planned subcontractors if applicable.
  - Conflict of Interest Disclosure Statement**
  - Statement of Assurances**
  - Application Forms and Appendices**

**Formatting Checklist**

- Is the proposal formatted to fit 8 ½ x 11 (letter-sized) paper?
- Is the main body of the proposal within the page limit?
- Is the proposal in 12-point, Verdana, Arial, or Times New Roman font?
- Does the proposal format follow normal (one (1) inch) margins and 1 ½ line spacing?
- Does the Proposer's name appear in the header of each page?
- Does the proposal include page numbers in the footer?
- Are confidential labels applied to sensitive information (if applicable)?

**Additional Appendices Checklist**

- Job descriptions
- Staff / Resumes
- Organizational Chart

**VII. APPLICATION FORMS AND ATTACHMENTS**

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■ **A. APPLICATION FORMS:** The information and forms included in this section are required for submission of a proposal. The included forms must be completed and submitted in the proposal submission as applicable.

- J. Cover Sheet
- K. Applicant Information Form (continuation)
- L. Budget Summary Instructions
- M. Budget Summary Form
- N. Budget Justification Schedule B Form
- O. Position Schedule #2a Form
- P. Subcontractor Schedule A Detail Form
- Q. Work Plan Form
- R. Notification to Bidders

The remainder of this page is intentionally blank

**VI. APPLICATION FORMS**

**COVER SHEET**

**REQUEST FOR PROPOSAL  
RFA DPH Log# RFA 2026-0907**

**Office of Firearm Injury Prevention  
CONNECTICUT DEPARTMENT OF PUBLIC HEALTH**

**Applicant Information**

Applicant Agency: \_\_\_\_\_  
Legal Name

\_\_\_\_\_ Address

\_\_\_\_\_ City/Town State Zip Code

\_\_\_\_\_ Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ Email Address

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone No: \_\_\_\_\_

**TOTAL PROGRAM COST:** \$ \_\_\_\_\_

I certify that to the best of my knowledge and belief, the information contained in this application is true and correct. The application has been duly authorized by the governing body of the applicant, the applicant has the legal authority to apply for this funding, the applicant will comply with applicable state and federal laws and regulations, and that I am a duly authorized signatory for the applicant.

\_\_\_\_\_  
Signature of Authorizing Official: Date

\_\_\_\_\_  
Typed Name and Title

The applicant agency is the agency or organization, which is legally and financially responsible and accountable for the use and disposition of any awarded funds. Please provide the following information:

- Full legal name of the organization or corporation as it appears on the corporate seal and as registered with the Secretary of State
- Mailing address
- Main telephone number
- Fax number, and email address, if any
- Principal contact person for the application (person responsible for developing application)
- Total program cost

The funding application and all required submittals must include the signature of an officer of the applicant agency who has the legal authority to bind the organization. The signature, typed name and position of the authorized official of the applicant agency must be included as well as the date on which the application is signed.

**Applicant Information Form (continuation)**

PLEASE LIST THE AGENCY CONTACT PERSONS RESPONSIBLE FOR COMPLETION AND SUBMITTAL OF:

**Contract and Legal Documents/Forms:**

Name	Title	Tel. No.
Street	Town	Zip Code
Email		Fax No.

**Program Progress Reports:**

Name	Title	Tel. No.
Street	<b>Town</b>	Zip Code
Email		Fax No.

**Financial Expenditure Reporting Forms:**

Name	Title	Tel. No.
Street	Town	Zip Code
Email		Fax No.

**Incorporated:**  YES  NO

**Agency Fiscal Year:**

**Type of Agency:**  Public  Private  Other,  
Explain:

Profit  Non-Profit

**Federal Employer I.D. Number:**

**Town Code No:**

**Medicaid Provider Status:**  YES  NO

**Medicaid Number:**

**Minority Business Enterprise (MBE):**  YES  NO

**Women Business Enterprise (WBE):**  YES  NO

## **Budget Summary Instructions**

1. **Position Schedule #2a**
  - a. Complete the schedule for all positions to be funded even if currently vacant.
  - b. Complete one Position Schedule #2a for each Program/Fund to be included in the Budget.
2. **Personnel (lines #1 - #2)**
  - a. Line #1 **Salary and Wages**: Enter the total salary charged, as listed on Position Schedule 2a.
  - b. Line #2 **Fringe Benefits Line**: Enter the total fringe benefits charged, as listed on Position Schedule 2a.
3. Line #8 **Contractual (Subcontracts)**: Provide the total of all subcontracts and complete Subcontractor Schedule.
4. Lines #3 - #7, #9, and #10: Complete categories as appropriate,
5. Line #11: Other Expenses are any other types of expense that do not fit into the categories listed.

For example: Equipment. Please note that the state's definition of equipment is tangible personal property with a normal useful life of at least one year and a value of at least \$5,000 or more.
6. **Audit Costs**: The cost of audits made in accordance with OMB Circular A133 (Federal Single Audit) are allowable charges to Federal awards. The cost of State Single Audits (CGS 4-23 to 4-236) are allowable charges to State awards. Audit costs are allowable to the extent that they represent a pro-rata share of the cost of such audit. Audit costs charged to Department of Public Health contracts **must be budgeted, reported and justified as an audit cost line item within the Administrative and General Cost category.**
7. **Administrative and General Costs, Line Item #12**
  - a. Are defined as those costs that have been incurred for the overall executive and administrative offices of the organization or other expenses of a general nature that do not relate solely to any major cost objective of the overall organization. Examples of A&G costs include salaries of executive directors, administrative & financial personnel, accounting, auditing, management information systems, proportional office costs such as building occupancy, telephone, equipment, and office supplies. Please review the OPM website on Cost Standards for more information at: [http://www.opm.state.ct.us/finance/pos\\_standards/coststandards.htm](http://www.opm.state.ct.us/finance/pos_standards/coststandards.htm).
  - b. **Administrative and General Costs** must be itemized on the Budget Justification Schedule. Costs that have a separate line item in the Budget Summary may not be duplicated as an Administrative and General Cost. For example, if the Budget Summary includes an amount for telephone costs, this cannot also be included as an Administrative and General Cost.
8. **Other Program Income** list any other program income, if appropriate, such as in-kind contributions, fees collected, or other funding sources and include brief explanation on Budget Justification.
9. **Multiple Funding Period Contracts**: Please complete a full budget for each Funding Period of the contract, clearly indicating the Period on each form. Absent other instructions, assume level funding for the second year.

**Budget Justification Schedule B**

10. Please provide a brief explanation for each line item listed on the Budget Summary. This must include a detailed breakdown of the components that make up the line item and any calculation used to compute the amount.

Line Item (Description)	Amount	Justification - Breakdown of Costs
Travel	\$730	1,659 miles @ .44 = \$730.00 outreach workers going to meetings and site visits.

11. For contractors who have subcontracts, a brief description of the purpose of each subcontract must be provided. Use additional sheets as necessary.

*\*\*\*Please note: If Laboratory Services is a line item on the primary or subcontract budget, please supply a justification as to why a private laboratory is being used as opposed to the Connecticut State Laboratory.*

**Subcontractor Schedule A--Detail**

12. All subcontractors used by each program must be included, if it is not known who the subcontractor will be, an estimated amount and whatever budget detail is anticipated should be provided. (Submit the actual detail when it is available). A separate subcontractor schedule must be completed for each program included in the contract. For example: The contract is providing both a Needle Exchange program and an AIDS Prevention Education Program and Subcontractor "A" is providing services to both program there must be a separate budget for Subcontractor "A" for each.

13. Detail of Each Subcontractor:

- a. Choose a category below for each subcontract using the basis by which it is paid:  
 A. Budget Basis       B. Fee for Service       C. Hourly Rate.
- b. Choose whether the subcontractor is a minority or woman owned business:
- c.  MBE       WBE       Neither
- d. Provide the detail for each subcontract just as for the primary contract budget referencing the corresponding program of the contract. Detail must be provided for each subcontractor listed in the Summary.  
 Note: If space allowed is not sufficient for large or complex subcontract budgets, the primary Budget Summary format may be copied and used instead.

**Contractor Name, Contract Number**

**FUNDING PERIOD: 99/99/9999 to 99/99/9999**

**Contract Period: Contract Start Date to Contract End Date  
Budget Summary**

<b>Program:</b>	<b>Name</b>	<b>Name</b>	<b>Total</b>
<b>Fund:</b>	<b>SID</b>	<b>SID</b>	
<b>1. Salaries &amp; Wages</b>			
<b>2. Fringe Benefits</b>			
<b>3. Contractual (Sub-Contracts)**</b>			
<b>4. Transportation</b>			
<b>5. Materials &amp; Supplies</b>			
<b>6. Facilities</b>			
<b>7. Capital Expenses (&gt;\$5,000)</b>			
<b>8. Client Subsidies</b>			
<b>9. Other Expenses (list)</b>			
<b>a.</b>			
<b>b.</b>			
<b>c.</b>			
<b>d.</b>			
<b>e.</b>			
<b>f.</b>			
<b>g.</b>			
<b>h.</b>			
<b>i.</b>			
<b>12. Administrative and General Costs</b>			
<b>Total DPH Grant</b>			
<b>Other Program Income</b>			

\*\*Complete Sub-contractor Schedule A



**Contractor Name, Contract Number**

**FUNDING PERIOD: 99/99/9999 to 99/99/9999**

**Contract Period: Contract Start Date to Contract End Date**

**Position Schedule #2a**

**Program/Fund**

<b>Position Description and Staff Person Assigned</b>	<b>Site/ Location</b>	<b>Hours wk/ wks per Year</b>	<b>Hourly Rate</b>	<b>Total Salary Charged</b>	<b>Fringe Benefit Rate %</b>	<b>Total Fringe Benefits</b>
1.Position: Name:		/			%	
2.Position: Name:		/			%	
3.Position: Name:		/			%	
4.Position: Name:		/			%	
5.Position: Name:		/			%	
6.Position: Name:		/			%	
7.Position: Name:		/			%	
8.Position: Name:		/			%	
9.Position: Name:		/			%	
10.Position: Name:		/			%	
11.Position: Name:		/			%	
12.Position: Name:		/			%	
13.Position: Name:		/			%	
14.Position: Name:		/			%	
15.Position: Name:		/			%	
16.Position: Name:		/			%	
<b>Totals</b>						

**\*Attach resumes and job descriptions for all Professional Staff**

**Subcontractor Schedule A-Detail**  
**Contractor Name, Contract Number**  
**BUDGET PERIOD: 99/99/9999 to 99/99/9999**

**Contract Period: Contract Start Date to Contract End**

#1

Subcontractor Name:

Address:

Telephone: (     ) (     -     )

Select One: **A**  Budget Basis    **B**  Fee-for-Service    **C**  Hourly Rate

Indicate One:     MBE     WBE     Neither

<b>Program:</b>	<b>Name</b>	<b>Name</b>	<b>Total</b>
<b>Fund:</b>	<b>SID</b>	<b>SID</b>	
Line Item(s)			
<b>Total Subcontract Amount:</b>			

#2

Subcontractor Name:

Address:

Telephone: (     ) (     -     )

Select One: **A**  Budget Basis    **B**  Fee-for-Service    **C**  Hourly Rate

Indicate One:     MBE     WBE     Neither

<b>Program:</b>	<b>Name</b>	<b>Name</b>	<b>Total</b>
<b>Fund:</b>	<b>SID</b>	<b>SID</b>	
Line Item(s)			
<b>Total Subcontract Amount:</b>			

#3

Subcontractor Name:

Address:

Telephone: (     ) (     -     )

Select One: **A**  Budget Basis    **B**  Fee-for-Service    **C**  Hourly Rate

Indicate One:     MBE     WBE     Neither

<b>Program:</b>	<b>Name</b>	<b>Name</b>	<b>Total</b>
<b>Fund:</b>	<b>SID</b>	<b>SID</b>	
Line Item(s)			
<b>Total Subcontract Amount:</b>			

**Work Plan (make as many blank pages as needed)**

Services to be Provided	Activities	Staff Position(s) Responsible	Timeframe for Completion

## NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Section 4-114a of the Connecticut General Statutes; and, when the awarding agency is the state, Section 46a-71(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 4-114a et. seq. of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4-114a and 46a-71(d) of the Connecticut General Statutes.

According to Section 4-114a-3(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4-114a of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to 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 Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans...(2) Hispanic Americans...(3) Women...(4) Asian Pacific Americans and Pacific Islanders; or (5) American Indians..." The above definitions apply to the contract compliance requirements by virtue of Section 4-114a-1 (10) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- a) the bidder's success in implementing an affirmative action plan;
- b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
- c) the bidder's promise to develop and implement a successful affirmative action plan;
- d) the bidder's submission of EEO-1 data indicating the composition of it's work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 4-114a-3 (10) of the Contract Compliance Regulations.

INSTRUCTION: Bidder must sign acknowledgment form below and return signed page to Awarding Agency along with bid proposal. Please retain a copy for your files.

The undersigned acknowledged receiving and reading a copy of the "Notification to Bidders" form.

---

Signature

Date

on behalf of:

\_\_\_\_\_

Contract No.: #

\_\_\_\_\_

Letter of Award: \_\_\_\_\_

---

■ **B. INFORMATIONAL ATTACHMENTS:** *The information and forms in this section are for your reference only. The information contained herein will be required of applicants awarded funding and will be requested during the contract development process. Some of the indicated information may be submitted electronically. **Do not include any of the forms included here with your proposal.***

1. Nondiscrimination Certification Instructions
2. Nondiscrimination Certification
3. False Claims Act Notification
4. False Claims Act Policy
5. False Claims Act Procedure
6. SEEC Form 11

The remainder of this page is intentionally blank

## Nondiscrimination Certification Instructions

The governing body of your **corporation, company, or entity** must adopt policies and/or pass a resolution adopting and supporting nondiscrimination agreements and warranties as indicated in the *attached* Certification form.

If an **individual**, you must certify that you will adhere to the required nondiscrimination agreements and warranties, as indicated in the *attached* Certification form.

<b>Individual</b> Use FORM A	<b>Corporation, Company or Entity</b> Use FORM B (under \$50,000) or FORM C (\$50,000 or more)
<b>For an individual, enter your full legal name and address of residence.</b>	<b>Enter the legal Name and Title of the Authorized Signatory if not already included on the form. This is the person <u>named</u> in the Secretarial Certification as authorized to sign.</b>  Alternately, the person authorized to certify the authorized signatory may sign this certification. If this option is chosen, the individual signing the secretarial certification and the nondiscrimination certification should be the same individual.
<b>This does not apply for contracts with individuals.</b>	Enter Corporation / Contractor Name with <b>no</b> abbreviations unless it is legally abbreviated in the charter if not already included on the form. Exception: Corp. is a legal abbreviation.
<b>This does not apply for contracts with individuals.</b>	Enter State or Commonwealth of Incorporation where required if not already included on the form
Enter the <u>Day, Month, Year</u> on which the certification is signed. This date <u>must be the same or later</u> than the date the Contract is signed	Enter the <u>Day, Month, Year</u> on which the certification is signed. This date <u>must be the same or later</u> than the date the Contract is signed
Enter the Signer's Signature.	Enter the Signer's Signature.

### IMPORTANT

Name of Signer must be typed **exactly** the same at the beginning of Document as at the end of the Document. Signature must match typed name **exactly**.

It is **not** necessary to have the form notarized unless an area for such appears on the form. Notarization is required, however, if so indicated on the form.

The requirement for notarization exists for contracts including funding in excess of \$50,000 per year.

The enclosed form is an official document approved by the Connecticut Office of Attorney General. Substitute documents are not acceptable.

**Any type of correction fluid or tape is not acceptable! \*\*\***

\*\*\* We can supply additional forms if necessary.

cert.instr. 7/10/09



**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION – Affidavit**  
**By Entity**  
**For Contracts Valued at \$50,000 or More**

**Form C**  
**7/8/09**

*Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

**AFFIDAVIT:**

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath.

I am \_\_\_\_\_ of \_\_\_\_\_, an entity  
 Signatory's Title Name of Entity

duly formed and existing under the laws of \_\_\_\_\_  
 Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
 Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Printed Name

**Sworn and subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

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

\_\_\_\_\_  
**Commission Expiration Date**

**FALSE CLAIMS ACT**  
**COMPLIANCE NOTIFICATION**

This Contract requires compliance with The Deficit Reduction Act (“Act”) of 2005, which requires that the contractor or “qualified provider” receiving the contract comply with the Department’s False Claims Act Policy and Procedure as follows:

1. Review, print, and maintain on file the following Department’s False Claims Act Policy and False Claims Act Procedure.
2. Provide appropriate notice of the requirements of the Policy and Procedure by providing copies of the Department’s False Claims Policy and False Claims Procedure to all employees of your organization, including officers and officials as well as subcontractors providing services funded by this Contract, in accordance with the requirements of Section 4.3.3 of the Department’s False Claims Act Procedure.

**Do not return the False Claims Policy or False Claims Procedure to the Department.** Your signature on the executed Contract confirms your receipt and compliance with the Department’s False Claims Act compliance requirement.



## False Claims Act (Policy)

**PL-CGMS C-001**  
**Revision: 1.0**  
**Effective Date:**  
**05/21/2010**

APPROVAL SIGNATURES		DATE
J. Robert Galvin, M.D., M.P.H. (original signature on file)	Commissioner of Public Health	05/21/2010

REVISION HISTORY			
Revision	Description of Change	Author	Effective Date
Basic	Initial Release	Bruce Wallen	05/21/2010

REFERENCE DOCUMENTS	
Document	Title
The Deficit Reduction Act ("Act") of 2005	Section 6032
United States Code (U.S.C.)	Sections 3729-3733
Connecticut General Statutes (C.G.S.)	Section 53a-290 Vendor Fraud
Connecticut General Statutes (C.G.S.)	Section 4-61dd Whistleblower
Connecticut General Statutes (C.G.S.)	Section 31-51m Blacklisting
Connecticut General Statutes (C.G.S.)	Section 17b-127 General Assistance



	<h2>False Claims Act (Policy)</h2>	<p><b>PL-CGMS C-001</b>  <b>Revision: 1.0</b>  <b>Effective Date:</b>  <b>05/21/2010</b></p>
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#### 4.0 Compliance

##### 4.1 False Claim Act

The FCA prohibits any person, firm, corporation or entity from knowingly presenting, or causing to be presented, a false claim or statement to a federally funded program, including Medicaid, or conspiring to defraud the federal government. Any person, company or entity that acts in deliberate ignorance of or with reckless disregard of the truth of such information is considered to have acted knowingly.

The civil penalty for violating the FCA is a fine of not less than \$5,000 and not more than \$10,000 per violation. The person, company or entity may also be fined an additional three times the amount of damages sustained by the federal government. The PFCRA also provides that any person or company that commits fraud by making a false statement or claim can be assessed a penalty of \$5,000 per false claim or statement in addition to the penalties available under the FCA.

A person may bring a civil action for violating the FCA on behalf of said person and the United States government. If the federal government proceeds with an action brought by such person then that person shall receive at least 15 percent but not more than 25 percent of the proceeds of the action or settlement. If the federal government does not proceed with the action and the person initiating the action proceeds, then the person bringing the action shall receive a reasonable amount, to be determined by the court, but not less than 25% and not more than 30% of the proceeds of the action or settlement.

The FCA prohibits retaliation by an employer against an employee for bringing a false claim action or participating in such action (Whistleblower Protection). Any employee subject to retaliation by an entity, contractor or agent shall be entitled to all relief necessary to make the employee whole, including but not limited to reinstatement, two times the amount of back pay, interest on back pay and special damages.

##### 4.2 State False Claim Related Acts

Under Connecticut's Vendor Fraud statute it is illegal for a person on his own behalf or on the behalf of an entity, with intent, to fraudulently provide goods or services to a beneficiary or recipient under Title XIX or to fraudulently receive goods or services. Connecticut law also prohibits any vendor from fraudulently providing services or goods for any recipient of General Assistance. The State Whistleblower law provides any employee who reports a suspected violation of state or federal law with protection against retaliation by the employer. State law also prohibits any person, corporation, state or political subdivision from blacklisting any employee.

##### 4.3 Compliance Reporting

All DPH employees, contractors and agents, are required to report fraud, waste and abuse to: The Department of Public Health, Contracts & Grants Management Section, 410 Capitol Avenue, MS#13GCT, P.O. Box 340308, Hartford, CT 06134-0308.



## False Claims Act (Procedure)

**PR-CGMS C-001**  
**Revision: 1.0**  
**Effective Date:**  
**05/21/2010**

APPROVAL SIGNATURES		DATE
J. Robert Galvin, M.D., M.P.H. (original signature on file)	Commissioner of Public Health	05/21/2010

REVISION HISTORY			
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Connecticut General Statutes (C.G.S.)	Section 31-51m Blacklisting
Connecticut General Statutes (C.G.S.)	Section 17b-127 General Assistance



## False Claims Act (Procedure)

**PR-CGMS C-001**  
**Revision: 1.0**  
**Effective Date:**  
**05/21/2010**

### 1.0 Purpose

This procedure provides guidance to the Department of Public Health on informing all employees, contractors and agents about the Department of Public Health False Claims Policy, PL-CGMS C-001.

### 2.0 Scope

This procedure applies to all Department of Public Health staff, and officers and employees of contractors, agents, qualified providers and subcontractors funded by the department.

### 3.0 Definitions and Acronyms

Specialized acronyms and definitions identified in this contract procedure are defined below.

#### 3.1 Acronyms

<u>"CGMS"</u>	The Connecticut Department of Public Health, Contracts & Grants Management Section
<u>"Department"</u>	The State of Connecticut Department of Public Health
<u>"FCA"</u>	False Claims Act
<u>"PFCRA"</u>	Program Fraud Civil Remedies Act
<u>"POS"</u>	Purchase of Service Contract

#### 3.2 Definitions

Claim - means any request or demand, whether under a contract or otherwise, for money or property which is made by a contractor, grantee, or other recipient if the United States government provides any portion of the money or property which is requested or demanded, or if the government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.

Contractor or Agent - means any contractor, subcontractor, agent, qualified vendor, consumer or family member who act as an employer or other person which or who, on behalf of the entity, furnishes, or otherwise authorizes the furnishing of, Medicaid health care items or services, performs billing or coding functions, or is involved in the monitoring of health care provided by the entity.

Employee - means any officer or employee of the entity, contractor or agent.

Entity - means a governmental agency, organization, unit, corporation, partnership or other business arrangement, including Medicaid managed care organizations, whether for profit or not-for-profit, which receives or makes payments, under a state plan approved under Title XIX or under any waiver of such plan, totaling at least \$5,000,000 annually.

Knowing and Knowingly - means that a person with respect to information 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falseness of the information.

Purchase of Service Contract - Previously Human Service Contract, a contract document used to procure direct client services to populations served by the Department over a defined period and for an agreed upon maximum price.

Subcontractor – See "Contractor or Agent" above.

	<h2>False Claims Act (Procedure)</h2>	<p><b>PR-CGMS C-001</b>  <b>Revision: 1.0</b>  <b>Effective Date:</b>  <b>05/21/2010</b></p>
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**4.0 Process**

**4.1 Dissemination to the Department’s New Employees**

- 4.1.1** The Department’s Human Resources staff shall present and provide all newly hired Department employees with a copy of the False Claims Act Policy and Procedure during the new employee orientation.
- 4.1.2** Each new Department employee must acknowledge receipt of the False Claims Act Policy and Procedure by signing an acknowledgement that they received it. The acknowledgement shall be maintained in their personnel file.

**4.2 Dissemination to the Department’s Existing Employees**

Each existing Department employee shall receive a copy of the Department’s False Claims Act Policy and Procedure and must sign an acknowledgement that they have received it. The acknowledgement shall be maintained in their personnel file.

**4.3 Dissemination to Contractors and Qualified Providers**

- 4.3.1** CGMS shall include the Department’s False Claims Act Policy and Procedure in all POS contracts between the Department and its contractors and agents.
- 4.3.2** Contractors and agents shall inform all employees providing services funded by the contract of the policy and procedure and obtain acknowledgement of receipt.
- 4.3.3** Execution of the contract by a contractor or agent, via authorized signature, shall indicate acceptance of and compliance with the Department’s False Claims Policy and Procedure in accordance with Part II, Section C.4, (Terms and Conditions, Contractor Obligations, Federal Funds) of the POS Contract.
- 4.3.4** Contractors and agents under contract with the Department shall inform all subcontractors, providing services funded by the contract, of the policy and procedure and obtain acknowledgement of receipt either via inclusion of a contract term/condition in the sub-contractual agreement as in 4.3.3 above, and execution of such subcontract, or via separate acknowledgement.

**5.0 Records**

**5.1** The following records shall be maintained, generated, or updated, and filed by the Department in accordance with this procedure and CGMS record retention requirements and schedules. Contractors shall maintain records according to their established record retention schedules.

Record Name	Responsible	Retention Req.	Location
Employee acknowledgement of receipt of False Claims Policy and Procedure	Human Resources Office	Until employee termination	Employee File
Fully Executed Contract Document	CGMS	3 Yrs. From end date of contract(s)	CGMS Contract File

## 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.

## VIII. CONTRACT PACKAGE

### Contract Package Review and Submittal Instructions

Proposer shall fully review the sample Contract Package issued with this RFA. The Proposer's review and response to the terms in the Contract package will be part of the Proposer's overall Proposal response. Proposer must:

- a. Agree with the Contract Package as written with no proposed edits; or
- b. Indicate proposed edits to the Contract Package using Microsoft Word Track Changes and upload the edited version as part of Proposer's Proposal response. Each edit must be accompanied by a comment explaining why the Proposer is requesting the edit.

If a Proposer's response is received without a fully completed contract review as required above, the Proposal may be rejected by the selection committee as non-responsive. The quantity, breadth, and nature of contract modifications proposed by Proposer may be considered in the State's evaluation of a Proposer's Proposal and of its risks, costs and benefits to the State. Proposing excessive or overly restrictive modifications or proposing contract language revisions upon which a Proposal is conditioned may also result in Proposer's Proposal being deemed nonresponsive. Proposer acknowledges that a fully completed contract review is a requirement of this RFA Proposal submission and any edits to the sample contract are for selection committee review purposes only.

For the avoidance of doubt, proposed contract changes submitted by a Proposer are not binding on and will not be accepted in whole or in part by the State.

\_\_\_\_\_ Proposer AGREES with sample Contract as written with no proposed edits.

\_\_\_\_\_ Proposer DOES NOT AGREE with sample Contract as written and has included proposed edits using Microsoft Track Changes as an attachment.

**DEPARTMENT OF PUBLIC HEALTH  
CONTRACTS MANAGEMENT SECTION**  
410 Capitol Avenue, Hartford, CT 06134

## Contract Summary

	ORIGINAL <input checked="" type="checkbox"/> AMENDMENT <input type="checkbox"/>	CONTRACT NUMBER <span style="background-color: yellow;">XXXX-XXXX</span>	
NAME OF CONTRACTOR			
SOURCE OF FUNDING <span style="background-color: yellow;">XXXXXX</span>	DPH PROGRAM <span style="background-color: yellow;">XXXXXX</span>	PROGRAM STAFF <b>NAME</b>	
	(From - To) <span style="background-color: yellow;">XXXX, 20XX to XXXX, 20XX</span>	CONTRACT TOTAL	\$ <span style="background-color: yellow;">[Enter Contract Amount]</span>
BRIEF DESCRIPTION OF SERVICE			
If Amendment, amount of Amendment and reason for Amendment.			
What organizations are these funds going to			

## CONTRACT PACKAGE CHECKLIST

### Please return:

- Original Signed via DocuSign
- Nondiscrimination Certification
- Workforce Analysis Form
- Copy of Certificate of Insurance (Declaration page indicating liability insurance)
- Grantee's Minority Business Enterprises Utilization Form, if applicable
- Vendor Profile

Please return your complete contract package to:

Staff Name  
Staff Email Address

SAMPLE CONTRACT

**BUSINESS UNIT AWARD**

CO-802A REV. 2/2000 (electronic version)  
PRINT OR TYPE

STATE OF CONNECTICUT  
OFFICE OF THE STATE COMPTROLLER  
CENTRAL ACCOUNTS PAYABLE DIVISION

DPH Log #XXXX-XXXX

- The State Agency And The Grantee As Listed Below Hereby Enter Into An Agreement Subject to the terms and conditions stated herein and/or Attached hereto and Subject to the Provisions of Section 4-98 of the Connecticut General Statutes as Applicable
- Acceptance of this Contract implies Conformance with Terms and Conditions, as attached hereto and incorporated by reference.

		(1) <input type="checkbox"/> Original <input type="checkbox"/> Amendment		(2) Identification No P.S. [REDACTED]				
<b>GRANTEE</b>	(3) Grantee Name			(4) Are you Presently a State Employee <input type="checkbox"/> YES <input type="checkbox"/> NO				
	Address			Grantee FEIN/SSN 000-00-0000				
<b>STATE AGENCY</b>	(5) Agency Name And Address State of Connecticut, Department of Public Health MS#13 GCT, 410 Capitol Ave., PO Box 340308, Hartford, CT 06134-0308			(6) AGENCY NO. <b>48500</b>				
<b>CONTRACT PERIOD</b>	(7) DATE (FROM)	THROUGH (TO)	(8) INDICATE <input type="checkbox"/> Master Agreement <input type="checkbox"/> Contract Award No. <input checked="" type="checkbox"/> Neither					
<b>CANCELLATION CLAUSE</b>	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE GRANTEE WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT.)			(9) Required No. of days written notice: <b>30</b>				
<b>COMPLETE DESCRIPTION OF SERVICE</b>	(10) GRANTEE AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) <b>A. [Enter Grantee Name] hereinafter the "Grantee" or "Contractor", shall provide services to the Department of Public Health, hereinafter the "Department" or "DPH", as described in this agreement, on page 2 as follows: (Continued on Page 1b)</b>							
<b>COST AND SCHEDULE OF PAYMENTS</b>	(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Payment shall be made according to <b>Section F</b> of this Award. The total amount of this Award shall not exceed \$ <b>[Enter Dollar Amount]</b> .							
(12) Act CD	(13) Doc Typ	(14) Comm Typ	(15) LSE Typ	(16) Org Agcy <b>48500</b>	(17) Doc No.	(18) Commit Agency <b>48500</b>	(19) Commit Num	(20) FEIN/SSN <b>000-00-0000</b>
(21) COMMITTED AMOUNT <b>\$ [Enter Contract Amount]</b>			(22) OBLIGATED AMOUNT <b>\$ [Enter Contract Amount]</b>			(23) CONTRACT PERIOD (from/to) <b>XX/XX/20XX   XX/XX/20XX</b>		
<b>REQUIRED</b>								<b>OPT</b>
(24) Amount	(25) FUND	(26) Department	(27) SID	(28) Program	(29) Account	(30) Project	(31) Budget Ref	(32) CFDA#
<b>[\$Amount]</b>	<b>[Fund]</b>	<b>[Department]</b>	<b>[SID]</b>	<b>[Program]</b>	<b>[Account]</b>	<b>[Project Code]</b>	<b>[Bud Ref]</b>	<b>[ALN #]</b>
An Individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent Grantee, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code section 3121(d) (2). Individuals performing services as independent Grantees are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.								
<b>ACCEPTANCES AND APPROVALS</b>				(33) <b>STATUTORY AUTHORITY: C.G.S. 4-8, 19a-2a, 19a-245</b>				
<b>The Grantee herein IS NOT a Business Associate under HIPAA:</b>								
(34) GRANTEE (OWNER OR AUTHORIZED SIGNATURE)				TITLE			DATE	
(35) AGENCY (AUTHORIZED OFFICIAL)				TITLE			DATE	
(36) DEPARTMENT OF PUBLIC HEALTH LEGAL OFFICIAL				TITLE			DATE	
(37) ATTORNEY GENERAL (APPROVED AS TO FORM)							DATE	

## TERMS/CONDITIONS

### EXECUTIVE ORDERS AND OTHER ENACTMENTS

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Reil, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDL-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

### NON-DISCRIMINATION

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

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

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56, provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56, provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) signing this nondiscrimination affirmation on the following line: \_\_\_\_\_

**INSURANCE** Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance:

- (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 project 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 the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- (c) Professional Liability: \$1,000,000 limit of liability. 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, \$274,450 Disease – Policy limit, \$100,000 each employee.

**STATE LIABILITY** The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

C. **Definitions**

1.

D. **Description of Services**

1.

E. **Reports and Report Schedule:**

1. The Grantee shall submit to the Department periodic program and expenditure reports, as applicable, in the format(s) provided by the Department, in accordance with the following schedule:

Funding Period ONE: 9/1/20XX to 9/30/20XX

REPORTING PERIOD	REPORTS DUE BY
September through September	November 15, 20XX

Funding Period TWO: 10/1/20XX to 9/30/20XX

REPORTING PERIOD	REPORTS DUE BY
October through December	January 31, 20XX
January through March	April 30, 20XX
April through June	July 31, 20XX
July through September	November 15, 20XX

Funding Period THREE: 10/1/20XX to 9/30/20XX

REPORTING PERIOD	REPORTS DUE BY
October through December	January 31, 20XX
January through March	April 30, 20XX
April through June	July 31, 20XX
July through September	November 15, 20XX

Funding Period FOUR: 10/1/20XX to 9/30/20XX

REPORTING PERIOD	REPORTS DUE BY
October through December	January 31, 20XX
January through March	April 30, 20XX
April through June	July 31, 20XX
July through September	November 15, 20XX

Funding Period FIVE: 10/1/20XX to 9/30/20XX

REPORTING PERIOD	REPORTS DUE BY
October through December	January 31, 20XX
January through March	April 30, 20XX
April through June	July 31, 20XX
July through September	November 15, 20XX

2. The Grantee shall provide separate expenditure reports using the Department provided forms for each budgeted program, funding source, or site separately identified on the Budget(s) included in **Section YY**.
3. The Grantee certifies, by submission of any expenditure report, that the expenditure report has been reviewed for accuracy and that the expenditures shown are consistent with the terms and conditions set forth herein.
4. The Grantee's last programmatic and expenditure 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.

5. 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. The Final Reports of the Grantee and subcontractors, for the Contract Funding Period, shall not include any unpaid obligations.

**F. Documentation, Records and Access:**

1. The Grantee shall provide the Department with any and all information the Department in its discretion deems necessary regarding procedures the Grantee utilized to purchase supplies, facilities, materials, equipment, and contractual services for the Project. Such information shall be provided in the format and through the means requested by the Department within fifteen (15) days of the Department's request.
2. The Grantee shall establish accounting records according to Generally Accepted Accounting Principles (GAAP), which permit preparation of reports in the form required by the Department, and clarification of any questions on project expenditures under this Contract.
3. The Grantee shall permit representatives of the Department to inspect and examine all records regarding project progress and payments, before, during and after contract term.
4. The Grantee shall incorporate provisions in its third-party contracts that comply with and assure Grantee compliance to meet the obligations set forth in this Contract.
5. The Grantee shall safely store all fiscal books and records, including all cancelled checks, drafts, and orders drawn upon this Project, and all vouchers related to such checks, drafts and orders and provide them to the Department or its delegate for inspection, upon request, for a period of six (6) years after the last payment by the State on account of the grant provided.

**G. Payment & Budget Compliance:**

1. Department payments under this Contract shall not exceed **[\$[Enter Contract Amount]**.
2. The Grantee shall adhere to the budget in **Section YY** of this Contract.
3. Future Funding Period Budgets, if not included in **Section YY**, 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.
4. This Contract includes federal financial assistance and therefore the Grantee shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). See <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.
5. For federal block grant funding appropriated to this Contract, the Department assumes no liability for payment using such funds until such time that the provisions of this Contract are determined by the Department to be in accordance with a legislatively approved block grant plan, as provided by Connecticut General Statutes§ 4-28b.
6. Any funding changes or work not specifically authorized by this Contract shall be the Grantee's exclusive responsibility, unless prior written approval has been obtained from the Department.

7. This section shall survive any Termination of the Contract or the Expiration of its term.

**H. Payment Schedule**

**1. 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 the Department's- approval of properly executed invoices submitted by the Grantee.

Funding Period ONE: 9/1/20XX to 9/30/20XX

Payment #	Max. Amount	Payment Conditions	Not Before:
1	\$XXXXX	Upon full execution of the Contract	September 1, 20XX

Funding Period TWO: 10/1/20XX to 9/30/20XX

Payment #	Max. Amount	Payment Conditions	Not Before:
3	\$XXXXX	At the beginning of the second year of the Contract and receipt of Certification annual update forms	October 1, 20XX
4	\$XXXXX	Upon completion of programmatic and expenditure reporting	January 1, 20XX
5	\$XXXXX	Upon completion of programmatic and reporting	April 1, 20XX
6	\$XXXXX	Upon receipt and approval by the Department of the final reports and any refund due to the Department from the previous Contract Year and first reports from the current Contract Year	July 1, 20XX

2. 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.
3. 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 Grantee, pursuant to the Contract terms and the Report Schedule in Section D.
4. The Department shall notify the Grantee in writing if the Grantee's deliverables or reports are not approved, clearly stating the reason(s) the approval is being withheld and specifying what the Grantee 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.

**5. 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.

**6. Under-expenditures**

When the Department's review of any financial report or on-site examination of a Grantee'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 Grantee.

**7. Payment Reduction**

In addition to the applicable provision of Section M 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:

- a. has not submitted or completed required deliverables,
- b. has not submitted required reports or audits,
- c. has submitted reports that have not received Department approval, or
- d. 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.

**8. Surplus or Excess Payments; Refund**

The Contractor shall:

- a. upon demand by the Department at the end of the term of the Contract, remit in full to the Department any:
  - i. funds paid in excess of allowable budgeted costs and/or unexpended funds.
- b. 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.
- c. 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.

- 9.** This section shall survive any Termination of the Contract or the Expiration of its term.

**I. Travel**

For travel, meal and similar expenses allowed by this Contract, the Grantee 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:

- 1. <http://portal.ct.gov/DAS/Business-Office/Employee-Travel-Information-and>
- 2. <osc.ct.gov/manuals/TravelProc2022/travreimbmgr.htm>

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

**J. Software, Computer Equipment and Programs**

The Grantee shall be responsible for:

1. 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,
2. all development, maintenance and operating procedures necessary for any computer network established by the Grantee 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
3. all maintenance, operating procedures, compliance with licensing and copyright obligations, and support for any software acquired with funds provided by this Contract.

**K. Audit:**

1. The Grantee shall provide for an audit acceptable to the Department, in accordance with the provisions of Section 7-396a of the Connecticut General Statutes.
2. The Grantee shall not use funds provided under this Contract to pay for any audit costs.

**L. Local, State and Federal Law Compliance:**

1. The Grantee warrants that it has complied with and shall continue to comply with all pertinent provisions of local, state, and federal laws and regulations in connection with the Project. Any noncompliance with said laws and regulations shall be deemed a breach of this Contract.
2. The Grantee shall provide the Department with the Grantee's employment and affirmative action information, as required for agency compliance with Titles VI and VII of the Civil Rights Act of 1964 and Connecticut General Statutes Section 46a-68 and Section 46a-71.
3. The Grantee shall comply with the provisions of Section 504 of the Federal Rehabilitation Act of 1973 regarding access to programs and facilities by handicapped individuals.
4. The Grantee shall comply the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against persons with disabilities in employment, transportation, public accommodations, and all services provided by state and local governments.

**M. Sovereign Immunity:** The Grantee and Grantee 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 or 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.

**N. Contract Revisions:**

1. A formal Contract Amendment shall be required for extensions to the final date of the Contract period, revisions to the maximum Contract payment, revisions to the scope of work or description of services, and any other Contract revision determined material by the Department in its sole discretion.
2. No Amendments may be made to a lapsed Contract.

**O. Contract Reduction:**

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

**P. Grantee Changes and Assignment:**

1. The Grantee shall notify the Department in writing:
  - a. at least ninety (90) days prior to the effective date of any fundamental changes in the Grantee's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
  - b. no later than ten (10) days from the effective date of any change in:
    - i. its certificate of incorporation or other organizational document;
    - ii. more than a controlling interest in the ownership of the Grantee; or
    - iii. the individual(s) in charge of the performance.
2. No such change shall relieve the Grantee of any responsibility for the accuracy and completeness of the performance. The Department, after receiving written Notice from the Grantee of any such change, may require such contracts, releases and other instruments evidencing, to the Department's satisfaction, that any individuals retiring or otherwise separating from the Grantee 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 Grantee shall deliver such documents to the Department in accordance with the terms of the Department's written request. The Department may also require, and the Grantee shall deliver, a financial statement showing that solvency of the Grantee is maintained. The death of any Grantee Party, as applicable, shall not release the Grantee from the obligation to perform under the Contract; the surviving Grantee Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
3. **Assignment:** The Grantee 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.
  - a. The Grantee shall comply with requests for documentation deemed to be appropriate by the Department in considering whether to consent to such assignment.
  - b. The Department shall notify the Grantee of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.

- c. The Department may void any assignment made without the Department'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 Department for a Breach shall be without prejudice to the Department's or the State's rights or possible claims against the Grantee.
- Q. **Effective Date:** This Contract shall become effective only as of the date of signature by the Department's authorized official(s) and, where applicable, the date of approval by the Attorney General. Upon such execution, this Contract shall be deemed effective for the entire term specified above.
- R. **Cancellation and Recoupment:** This Agreement shall remain in full force and effect for the entire term of the Contract period, unless either party provides written notice thirty (30) days or more from the date of termination.
1. The Department may immediately terminate the Contract in whole or in part:
    - a. If the Department determines in its sole discretion that such termination is in the best interest of the State; or
    - b. If the Grantee or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to regularly conduct business, makes a general assignment for the benefit of creditors, or suffers or permits the appointment of a receiver for its business or its assets.
  2. The Department reserves the right to cancel the Contract without prior notice when the funding for the Contract is no longer available.
  3. The Department shall notify the Grantee in writing of such Contract Termination, which shall specify the effective date of termination.
  4. Resolution of any dispute concerning cancellation of the Contract shall be decided by the Commissioner of the Department or the Commissioner's designee whose decision shall be final, subject to any rights the Grantee may have pursuant to state law. In appealing a dispute to the Commissioner pursuant to this section, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.
  5. The Department reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the Contract is terminated by either party. The Grantee agrees to return to the Department any funds not expended in accordance with the terms and conditions of the Contract and, if the Grantee fails to do so upon demand, the Department may recoup said funds from any future payments owing under this Contract or any other contract between the state and the Grantee.
  6. Any lien requirement shall remain in effect for the terminated contract in the amount of any, and all, deposits, prior payments, advance payment or down payment not recouped in accordance with this Section.
- S. **Prohibited Interest:** The Grantee warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Grantee to contract with or retain any company or person, other than bona fide employees working solely for the Grantee, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Grantee, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

**T. Record Keeping and Access:** The Grantee shall maintain books, records, documents, program and individual service records and evidence of its accounting and billing procedures and practices, which sufficiently and properly reflect accountability, transparency, and adherence to results based outcomes in addition to accounting for 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 Grantee 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 Grantee's annual financial audit.

**U. Indemnification:**

1. The Grantee 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 (a) Claims arising; directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of the Grantee or Grantee Parties; and (b) 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 of the Contract. The Grantee shall use counsel reasonably acceptable to the State in carrying out its indemnification and hold harmless obligations under this Contract. The Grantee's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Grantee's bid or proposal, (ii) Records, intellectual property rights, other propriety rights of any person or entity, copyrighted or un-copyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For the purposes of this provision "Goods" mean all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
2. The Grantee shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Grantee or any Grantee Parties. The State shall give the Grantee reasonable notice of any such Claims.
3. The Grantee'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 Grantee 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. The Grantee shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State of any other person or entity acting under the direct control or supervision of the State
4. The Grantee shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Grantee shall cause the State to be named as an additional insured on the policy and shall provide (a) a certificate of insurance. (b) the declaration page and (c) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Grantee shall not begin performance until the delivery of these three (3) documents to the Client Agency. Grantee shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective

Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

5. This section shall survive the Termination of the Contract, and shall not be limited by reason of any insurance coverage.

**V. Litigation:**

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

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

**X. Utilization of Minority Business Enterprises:** It is the policy of the State that minority business enterprises should have the maximum opportunity to participate in the performance of government contracts. The Grantee agrees to use best efforts consistent with 45 C.F.R. 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and C.G.S. §§ 13a-95a, 4a-60, to 4a-62, 4b-95(b), and 32-9e to carry out this policy in the award of any subcontracts.

**Y. Independent Capacity of Grantee:** The Grantee, its officers, employees, subgrantees, or any other agent of the Grantee will act in an independent capacity and not as officers or employees of the State of Connecticut or the Department.

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

**AA. Expenditures/Budget:** The Grantee agrees to expend funds in accordance with the budget in **Section XX** and to obtain prior written approval from the Department for any expenditures that exceed a budget line item by more than 20%.

**BB. Surplus or Excess Payments:** The Grantee shall, at the end of the Contract period, remit to the Department in full any advanced funds in excess of the allowable costs. The Grantee shall be liable for any Department program or financial audit exceptions and shall return to the Department those payments which have been disallowed upon completion of the audit by the Department or as provided by the terms and conditions of this Contract.

**CC. Audit Requirements:** The Grantee shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the

Grantee. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Grantee shall comply with federal and state single audit standards as applicable. The Grantee shall not use funds provided under this Contract to pay for any audit costs.

**DD. 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 Grantee shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:

1. its most recent IRS Form 990 submitted to the Internal Revenue Service, and
2. 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 Grantee and related entities.

THIS PROVISION SHALL CONTINUE TO BE BINDING UPON THE GRANTEE FOR ONE HUNDRED AND EIGHTY (180) DAYS FOLLOWING THE TERMINATION OR CANCELLATION OF THE CONTRACT.

**EE. Default by the Grantee:**

1. If the Grantee defaults as to, or otherwise fails to comply with any of the conditions of this Contract, the Department may:
  - a. withhold payments until the default is resolved to the satisfaction of the Department;
  - b. temporarily or permanently discontinue services under the Contract;
  - c. assign appropriate state personnel to execute the Contract until such time as the contractual defaults have been corrected to the satisfaction of the Department;
  - d. require that contract funding be used to enter into a sub-contract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance;
  - e. terminate this Contract;
  - f. 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; and
  - g. any combination of the above actions.
2. In addition to the rights and remedies granted to the Department by this Contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Grantee under the terms of this Contract.
3. Prior to invoking any of the remedies for default specified in this paragraph, except if the Department deems that the health or welfare of service recipients is endangered, the Department shall notify the Grantee in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this Contract and proposed remedies. Within five (5) business days of receipt of this notice, the Grantee shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the Commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Grantee shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within five

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

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

**FF. 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.

**GG. Subcontracts:** No subgrantee shall acquire any direct right of payment from the Department by virtue of the provisions of this paragraph or any other paragraph of this Contract. The use of subgrantees, as defined in this clause, shall not relieve the Grantee of any responsibility or liability under this Contract. The Grantee shall make available copies of all subcontracts to the Department upon request. All subcontracts issued using funds from this Contract shall include provisions requiring such subgrantees to comply fully with all applicable terms and conditions of this original Contract. The Grantee shall be responsible for monitoring the fiscal activities of any subgrantee.

**HH. Audit and Inspection of Plant, Places of Business and Records:**

1. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Grantee's and Grantees' Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Grantee shall comply with federal and state single audit standards as applicable.
2. The Grantee shall maintain, and shall require each of the Grantee Parties to maintain accurate and complete Records. The Grantee shall make all of its and the Grantee Parties' Records available at all reasonable hours for audit and inspection by the State.
3. The State shall make all requests for any audit or inspection in writing and shall provide the Grantee with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
4. The Grantee shall pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Grantee under this Contract. The Grantee shall remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Grantee.

5. The Grantee shall keep and preserve or cause to be kept and preserved all of its and Grantee Parties' Records until six (6) years after the latter of:
  - a. final payment under this Contract,
  - b. the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Grantee shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
6. The Grantee 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 Grantee shall cooperate with an exit conference.
7. The Grantee must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Grantee Party.

## II. Confidential Information:

### 1. Definitions:

- a. **"Confidential Information"** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- b. **"Confidential Information Breach"** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (i) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (ii) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (iii) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (iv) if there is a substantial risk of identity theft or fraud to the client, the Grantee, the Department or the State.

### 2. Protection of Confidential Information:

- a. Grantee and Grantee Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

- b. Each Grantee or Grantee Party shall implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- i. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - ii. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - iii. A process for reviewing policies and security measures at least annually;
  - iv. Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - v. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Grantee and Grantee Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Grantee or Grantee Parties possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Grantee 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 Grantee at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Grantees' 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 Grantee shall incorporate the requirements of this Section in all subcontracts requiring each Grantee Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Grantee's or Grantee Party's obligations pursuant to the Health Insurance Portability and Accountability Act (HIPAA) or the provisions of this Contract concerning the obligations of the Grantee as a Business Associate of the Covered Entity.

**JJ. Credits and Rights in Data:**

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

**KK. Facility Standards and Licensing Compliance:** The Grantee will comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Grantee is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

**LL. Suspension or Debarment:** Signature on Contract certifies the Grantee or any person (including subgrantees) involved in the administration of Federal or State funds:

1. Has not within a three year period preceding the agreement been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in performing a public transaction or contract (local, state or federal) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
2. Is not presently indicted for or otherwise criminally or civil charged by a governmental entity with commission of any of the above offenses.
3. Has not within a three year period preceding this Agreement had one or more public transactions terminated for cause or fault.

Any change in the above status shall be immediately reported to the Department.

**MM. Choice of Law and Choice of Forum, Settlement of Disputes, Office of the Claims Commissioner:**

1. **Choice of Law and Choice of Forum:** The Grantee agrees to be bound by the laws of the State of Connecticut and the federal government where applicable, and agrees that this Contract shall be construed and interpreted in accordance with Connecticut law and Federal law where applicable.
2. **Settlement of Disputes:** Any dispute concerning the interpretation or application of this Contract shall be decided by the Commissioner of the Department or his/her designee whose decision shall be final subject to any rights the Grantee may have pursuant to state law. In appealing a dispute to the Commissioner pursuant to this provision, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Grantee and the Department shall proceed diligently with the performance of the Contract.
3. **Office of the Claims Commissioner:** The Grantee agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Grantee 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.

**NN. Health Insurance Portability and Accountability Act of 1996:** Notwithstanding the language in subsection 3 of this Contract Section, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, if the Agency becomes a Covered Entity in the future and if the Grantee accordingly becomes a Business Associate, Grantee shall comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.

The Grantee  IS or  IS NOT CURRENTLY a Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended.

1. If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), in this Contract, the Grantee must comply with all terms and conditions of this Section of the Contract. If the Grantee is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Grantee for this Contract.
2. The Grantee 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
3. 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
4. The Grantee is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
5. The Grantee 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. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").
6. **Definitions:**

- a. **“Breach”** shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
- b. **“Business Associate”** shall mean the Grantee.
- c. **“Covered Entity”** shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
- d. **“Designated Record Set”** shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
- e. **“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)).
- f. **“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).
- g. **“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.
- h. **“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.
- i. **“Required by Law”** shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- j. **“Secretary”** shall mean the Secretary of the Department of Health and Human Services or his designee.
- k. **“More stringent”** shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
- l. **“This Section of the Contract”** refers to the HIPAA Provisions stated herein, in their entirety.
- m. **“Security Incident”** shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- n. **“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.
- o. **“Unsecured protected health information”** shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

**7. Obligations and Activities of Business Associates:**

- a. 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.
- b. 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 and in accordance with HIPAA Standards.
- c. 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.

- d. 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.
- e. 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.
- f. 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 subgrantee that creates, receives, maintains or transmits PHI 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.
- g. 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.
- h. 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.
- i. 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 the HIPAA Standards.
- j. 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.
- k. Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (7)(j) 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.

- I. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- m. 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.
- n. In the event that an Individual requests that the Business Associate:
  - i. restrict disclosures of PHI;
  - ii. provide an accounting of disclosures of the Individual's PHI;
  - iii. provide a copy of the Individual's PHI in an electronic health record; or
  - iv. 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.
- o. Business Associate agrees that it shall not, and shall ensure that its subgrantees do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without:
  - i. the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
  - ii. 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.
- p. Obligations in the Event of a Breach.
  - i. The Business Associate agrees that, following the discovery by the Business Associate or by a subgrantee of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, 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.
  - ii. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subgrantee 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 subgrantee. 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 PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

- iii. 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; 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 PHI 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 individual(s) 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.
- iv. 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 (7)(p)(iii) 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 twenty (20) business days of the Business Associate's notification to the Covered Entity.
- v. 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 subgrantee of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
- vi. 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 and a postal address. 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 Grantee.
- vii. 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.

**8. Permitted Uses and Disclosure by Business Associate:**

- a. **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.
- b. **Specific Use and Disclosure Provisions:**
  - i. 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.
  - ii. 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.
  - iii. 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).

**9. Obligations of Covered Entity:**

- a. 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.
- b. 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.
- c. 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.

**10. 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.

**11. Term and Termination:**

- a. **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 subsection (7)(j) 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.
- b. **Termination for Cause:** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- i. 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
  - ii. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
  - iii. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- c. **Effect of Termination:**
- i. Except as provided in subsection (11)(b) 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 clause subsection (7)(j) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This subsection shall apply to PHI that is in the possession of subgrantees or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  - ii. 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.

**12. Miscellaneous Sections:**

- a. **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.
- b. **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. 104191.

- c. **Survival:** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
  - d. **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.
  - e. **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.
  - f. **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, Grantees 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.
  - g. **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 subgrantees, of any obligation of Business Associate and its agents, including subgrantees, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.
00. **Campaign Contribution Restriction:** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state Grantees of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "SEEC Form 10: [Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations](#)
- PP. **Whistleblowing:** This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Grantee takes or threatens to take any personnel action against any employee of the Grantee in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Grantee shall be liable for a civil penalty of not more than five

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

**QQ. Summary of Ethics Laws:** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

**RR. Large State Contract Representation for Grantee.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Grantee, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

1. That no gifts were made by:
  - a. the Grantee,
  - b. any principals and key personnel of the Grantee, who participate substantially in preparing bids, proposals or negotiating State contracts, or
  - c. any agent of the Grantee or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to
    - i. any public official or State employee of the State agency or quasi-public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or
    - ii. any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
2. That no such principals and key personnel of the Grantee, or agent of the Grantee or of such principals and key personnel, knows of any action by the Grantee to circumvent such prohibition on gifts by providing for any other

principals and key personnel, official, employee or agent of the Grantee to provide a gift to any such public official or State employee; and

3. That the Grantee submitted bids or proposals without fraud or collusion with any person.

**SS. Large State Contract Representation for Official or Employee of State Agency:**

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

**TT. Iran Energy Investment Certification:**

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

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

**UU. Access to Data for State Auditors:** The Grantee shall provide to OPM access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and OPM that are in the possession or control of the Grantee upon demand and shall provide the data to OPM in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.

**VV. State Business-Related Call Center and Customer Service Work:** Pursuant to subsection (h) of section 31-57aa of the Connecticut General Statutes, Grantee shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Grantee performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Grantee shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

**WW. Compliance with Consumer Data Privacy and Online Monitoring:** Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

**XX. Consulting Agreements Representation:** Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Grantee represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Grantee has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a Grantee, vendor, consultant or



U.S. Department of Health and Human Services  
Office of the Inspector General  
ATTN: Mandatory Grant Disclosures, Intake Coordinator  
330 Independence Avenue, SW  
Cohen Building, Room 5527  
Washington, DC 20201  
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or  
Email: MandatoryGranteeDisclosures@oig.hhs.gov

This mandatory disclosure requirement must be included in all subawards and contracts under this award.

**ZZ. Approved Budget**

[Insert Approved Budget/s Here]

**The remainder of this page is intentionally left blank.**

## **IX. HIGH RATE MUNICIPALITIES**

The Department has identified the following municipalities as High Rate Municipalities defined by firearm injury age adjusted rate equal to or greater than 5.2 per 100,000. Data sources include Department analysis of Connecticut Violent Death Reporting System (CTVDRS) and hospital discharge data from 2018 through 2022.

City of Bridgeport  
City of Hartford  
City of Meriden  
City of New Britain  
City of New Haven  
City of New London  
City of Stamford  
City of Waterbury