



Original Contract Number	16DSS1511AI	015-1AI-CBG-02
Maximum Contract Value	\$1,505,563.00	
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Program	Clare Fravel	(860) 424-5032

**STATE OF CONNECTICUT  
PURCHASE OF SERVICE CONTRACT  
("POS", "Contract" and/or "contract")  
Revised September 2011**

The State of Connecticut DEPARTMENT OF SOCIAL SERVICES

Street: 55 FARMINGTON AVENUE

City: HARTFORD State: CT Zip: 06105

Tel#: (800) 842-1508 ("Agency" and/or "Department"), hereby enters into a Contract with:

Contractor's Name: Action for Bridgeport Community Development, Inc.

Street: 1070 Park Avenue

City: Bridgeport State: CT Zip: 06604

Tel#: (203) 366-8241 FEIN/SS#: 060797841 DUNS: 075415661

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

<b>Contract Term</b>	This Contract is in effect from 12/1/2016 through 9/30/2019.
<b>Statutory Authority</b>	The Agency is authorized to enter into this Contract pursuant to § 4-8 and 17b-3 of the Connecticut General Statutes ("C.G.S.").
<b>Set-Aside Status</b>	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
<b>Effective Date</b>	This Contract shall become effective only as of the date of signature by the Agency's authorized official(s) and, where applicable, the date of approval by the Office of the Attorney General ("OAG"). Upon such execution, this Contract shall be deemed effective for the entire term specified above.
<b>Contract Amendment</b>	Part I of this Contract may be amended only by means of a written instrument signed by the Agency, the Contractor, and, if required, the OAG. Part II of this Contract may be amended only in consultation with, and with the approval of, the OAG and the State of Connecticut, Office of Policy and Management ("OPM").

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

<b>If to the Agency:</b> STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES 55 FARMINGTON AVENUE HARTFORD, CT 06105  Attention: Tina McGill	<b>If to the Contractor:</b> Action for Bridgeport Community Development, Inc. 1070 Park Avenue Bridgeport, CT .06604  Attention Marcia Fountain
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A party may modify the addressee or address for Notices by providing fourteen (14) days' prior written Notice to the other party. No formal amendment is required.

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

The Contractor shall provide the following specific services for the COMMUNITY SERVICES BLOCK GRANT (CSBG) PROGRAM and shall comply with the terms and conditions set forth in this Contract as required by the Agency including, but not limited to, the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment, and budget. No sections contained in this Part I shall be interpreted to negate, supersede, or contradict any section of Part II. In the event of such inconsistency between Part I and Part II, the sections of Part II shall control.

### **A. SCOPE OF SERVICES – OVERVIEW**

1. The Contractor shall provide services for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income Clients in rural and urban areas to achieve economic self-sufficiency, (hereinafter the “Program”). Particular focus will be given to Clients who are attempting to transition off a State program carried out under Part A of the Social Security Act (42 U.S.C. §§ 601, et. seq.). Community Services Block Grant (“CSBG”) funding is from the U.S. Department of Health and Human Services and is identified in the Catalog of Federal Domestic Assistance as Number 93.569.
2. Human Services Infrastructure (“HSI”) funding is a combination of state resources and Social Services Block Grant-TANF funding, CFDA No. 93.558. Funding from the State’s allotment of the Federal CSBG funds and the State’s General Fund allocation designated for the HSI Initiative shall be considered by the Contractor as coordinated funding streams to ensure primary providers of social services (the Department and public and private organizations) are coordinated through the existing system of Community Action Agencies (“CAAs”). The Contractor shall regard HSI funding as the Department’s contribution to CSBG. To ensure HSI’s success, the Department will require the Contractor to participate in and/or perform training; evaluation; provision of services and mandatory programmatic component(s).
3. The HSI service delivery model is a coordinated, statewide social service delivery approach that serves customers more efficiently, identifies barriers and gaps in services, and tracks outcomes to determine how customers are doing as a result of the services provided. To ensure statewide uniformity in this system of service, the Contractor shall comply with the following “Principle” directives issued by Connecticut Association For Community Action (CAFCA) concerning Results Oriented Management and Accountability (ROMA) and Management Information System (MIS):
  - a. Principles of ROMA Implementation in CT;
  - b. Principles of MIS for ROMA Implementation; and
  - c. Principles of ROMA-based Case Management in CT CAAs (attached hereto and incorporated herein as Exhibit A as set forth in this Contract) as mutually agreed upon by the Department and the Connecticut Community Action Agencies.
5. The services provided under this contract shall be designed to enhance and improve the Contractor’s overall agency administrative functions (e.g. policies, procedures, services delivery systems) to effectively serve the Contractor’s Client population as identified in Part I, Section D.1.
6. The Contractor shall participate in the following activities to assist with the establishment of a Community Action Agency for the Greater Norwalk catchment area. Said activities and tasks shall include, but not be limited to, the following:

- a. Develop and Implement an Operations Plan, in consultation with the Department's training and technical assistance provider. The Contractor shall also comply with the Department's training and technical assistance provider's Plan of Action to accomplish the below items:
  - i. Recruit and train the Board of Directors, in consultation with the Department's training and technical assistance provider, that adhere to CAA best practices;
  - ii. Strengthen Finance and Human Resources capacity, as well as address shared functions to adhere with CSBG and HSI requirements;
  - iii. Evaluate telecommunications capacity to ensure adherence with CSBG and HSI requirements;
  - iv. Review of Operational, Management, and Accountability systems to adhere with CSBG and HSI requirements;
  - v. Develop hiring plan for key personnel, with the Department's approval;
  - vi. Develop job descriptions for key personnel, with the Department's approval;
  - vii. Participate in the Department's training & technical assistance provider's training plan for Board and staff.
- b. Creation of an advisory body (constituencies from catchment area) to assist with start-up and planning in consultation with the Department's training and technical assistance provider.
- c. Ensure Bylaws are compliant with CSBG federal and state requirements and representative of the additional catchment area;
- d. Develop branding/marketing format for CAA (e.g. name, articles of incorporation, mission, vision, values, organization chart, social media) to reflect expanded catchment area;
- e. Review and revise, as appropriate, policies and procedures in the following areas: Human Resources; Information Technology; Finance; Employee Orientation, etc. to adhere with CSBG and HSI requirements in consultation with the Department and its technical assistance provider;
- f. Conduct community meetings;
- g. Conduct Comprehensive Community Needs Assessment, as described in contract, no later than February 28, 2017;
- h. Evaluation of case management capacity through reviews by the Department and its training and technical assistance provider;
- i. Attend biweekly meetings and conference calls;
- j. Attend Department-required training; and
- k. Respond to Department or its designee's request in a timely manner.

## B. HSI REQUIREMENTS:

1. The HSI approach links the primary providers of social services (DSS, and public and private community organizations) through the existing system of CAAs. Use of the HSI service delivery system will allow the Contractor to efficiently provide Clients with access to the services they need to gain or maintain self-sufficiency and will increase the ability of DSS to efficiently process Client applications for services. To accomplish the goals and purposes of HSI, the Contractor will use funds provided under this contract to:
  - a. Provide the Department with identified HSI program sites, program address, hours of operation, and dates of implementation.
  - b. Coordinate the comprehensive delivery of social services to address Clients' needs through the development of a common intake process for CAA programs.
  - c. Change its administrative and programmatic policies and procedures to document the HSI Initiative holistic case management model and ROMA reporting requirements.
  - d. Utilize a Department approved **Internet-based Case Management System**, as defined below in Section C.1.h., to ensure compliance with reporting requirements and compatible with the CAA data warehouse.
  - e. Utilize tools developed by CAAs and the Department to support Initiative (e.g. case management system policy transmittals/communication, forms, program talking points, and program criteria checklist) to ensure consistent provision of services across all CAAs and HSI sites.
  - f. Establish linkages with other agencies in the community to improve coordination, avoid duplication, and enhance the delivery of services to alleviate the causes and improve the effects of poverty on the target population described in Part I Section D.1.
  - g. Provide its HSI partners the contact information of its HSI liaison for each service area, upon execution of the contract.
  - h. Include HSI partners, 2-1-1 Infoline and the Department when referencing HSI Initiative in any written material (e.g. brochures, newsletters, articles, and newspapers).
  - i. Coordinate its HSI case management and Low-Income Home Energy Assistance Program (LIHEAP) Assurance 16 case management functions. LIHEAP Assurance 16 guidelines allow the Department to use up to five percent of LIHEAP funds, at its option, to contract to provide services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance. Services may include, but are not limited to, needs assessments, counseling, and assistance with energy vendors.
  - j. Participate in the Department's evaluation of the HSI social services delivery model in the following manner: recruitment of staff and Clients for focus group(s), data collection and Client satisfaction surveys.
  - k. At a minimum, adhere to the standards issued listed in this section, and additional standards as provided in a policy transmittal prepared by the Department and provided to the Contractor following the execution of this contract.

2. The Contractor shall not fund youth services with the HSI funding stream.

### C. DEFINITIONS

1. For the purposes of this Contract, terms are defined as follows:
  - a. **CAA Pre-Application Assistance** – means assistance provided to Clients by the Contractor staff to prepare the Client to apply for DSS services. Such assistance includes the provision of informational sheets about services offered by the Department, applicable location(s), and required documentation for eligibility including instructions on how to obtain the necessary documentation.
  - b. **CAA Service Intake and Assessment** – is the task whereby the Contractor, through the initial assessment of the Client and/or family, creates a baseline score for each Client and/or family participating in the comprehensive case management system. CAA Service Intake and Assessment also includes the application of the Family Development Matrix to identify barriers to family stability and self-sufficiency. Distinctions between Pre-Assessment and Full Assessment functions are detailed in attached “Principle” directives (Exhibit A) referenced at Part I, Section A.4.
  - c. **Case Management Services** – are services or activities provided to customers that arrange, coordinate, and monitor the social services needed to meet the needs of the Clients. Component services and activities include, but are not limited to, information and referral services; self-sufficiency plan development; counseling; monitoring; coordinating or securing Clients’ access to services that meet their individual needs; and follow-up to ensure delivery of services and Client satisfaction.
  - d. **Connecticut CAA Outcome Catalog** refers to the catalog of all Client, agency and community outcomes that the Connecticut Community Action Network uses to track results. The Catalog contains an inventory of all-possible outcomes and indicators that can be achieved within the Connecticut Community Action Network; subject to modification under federal mandate.
  - e. **Contractor-gathered data** is data including but is not limited to partner surveys completed by the other community-based organizations in the Contractor’s catchment area, Client surveys, key informant interviews, staff participation in other community groups/advisory bodies, feedback, and comment cards.
  - f. **CSBG/HSI Report** refers to the report format utilized by the Connecticut Community Action Network for reporting outcomes.
  - g. **Information and Referral Services** – are services that include, but are not limited to, the provision of information about services provided by public and private service providers and the facilitation of appropriate referrals to these local, State or community resources. Component services or activities shall include one or more of the following areas: mental health and substance abuse issues, family counseling issues, medical treatment or medical facility services information and referrals and follow up as appropriate.
  - h. **Internet-based Case Management System** is an internet-based information system that will be utilized by the Contractor to maintain and track Client level demographics, service and outcome data among the Partnership Infrastructure and Contractor’s programs.

- i. **Partnership Infrastructure** is defined as the Community Action Agencies (“CAA”); Info-line (“211”); Human Service Agencies (e.g. non-profits; municipalities; faith-based agencies); Area Agencies on Aging (AAA); Department of Social Services; Department of Labor; and other applicable state agencies.
- j. **“Self-Sufficiency Center” Model** is the social service delivery model that provides every Client applying to the Contractor for services with access to a continuum of services to address their needs to become self-sufficient.
- k. **Self-Sufficiency Plan** is a plan developed by the Contractor which follows the Client’s initial intake assessment and identifies the steps that need to be taken by the Client to achieve the goal of self-sufficiency. The Self-Sufficiency Plan shall be mutually agreed upon by the Contractor and the Client.

#### D. DESCRIPTION OF SERVICES

1. **Target Population:** The Contractor shall identify the target population after the completion of the comprehensive needs assessment for CSBG services no later than March 1, 2017. Identification shall be in written communication to the Department that identifies the total number of unduplicated clients and families to be served on an annual basis.
2. **Target Service Area(s):** The Contractor shall submit to the Department a Community Action Plan as described below in Section D.4, which will include a ‘community needs assessment’ for the target service areas (i.e. low-income populations or communities) in the following cities and towns: **Norwalk and Westport, CT.**
  - i. Services must be provided in a culturally competent manner that meets the social, cultural, ethnic, and linguistic needs and other diversity concerns of Clients. Part I, Section I.3 of this contract details requirement relative to provision of services to individuals with limited English proficiency.
3. **Needs Assessment(s):** The Contractor shall complete a community needs assessment once every three (3) years with subsequent annual updates on years that the community needs assessment is not submitted. The community needs assessment shall address changes in community needs such as unemployment, population shifts, etc. This assessment can be coordinated with a Head Start needs assessment or another comprehensive community assessment, such as one done by the United Way, if that assessment addresses the areas of poverty employment, education, housing, nutrition, income, transportation, health, and general statistical data. The integral components of the community needs assessment will include the following:
  - a. **Data Collection.** The Contractor shall collect the following types of data:
    - i. Statistical data gathered from census information, other needs assessments, etc.;
    - ii. Contractor-gathered data. The CAAs are encouraged to conduct annual Client and partner needs surveys and/or Client satisfaction surveys to supplement any data used from other sources;
    - iii. Current data specific to poverty and its prevalence related to gender, age, and race/ethnicity for CAAs service delivery area.
    - iv. Utilization of information gathered from key sectors of the community in assessing needs and resources including at a minimum: community-based organizations, faith-based organizations, private sector, public sector, and educational institutions.

- b. Analysis of statistical, qualitative and quantitative agency gathered data, analysis of information collected directly from low-income individuals and conditions of poverty and community needs within its service delivery area;
  - c. A systematic prioritization of the needs identified;
  - d. Plan with priorities that feed into the strategic plan; and
  - e. Formal acceptance of completed community assessment by governing board.
4. To achieve the Federal **CSBG** goals and purposes as described herein, the Contractor's Community Action Plan shall contain:
- a. Contact Information – Name of agency and principal contact;
  - b. Description of Agency Service Delivery System – update on governance (including a board list and sectors represented), organization chart by agency and program area, roles and responsibilities of key CAA personnel, staff training that has been provided, programmatic changes, and changes in location of services;
  - c. Needs Assessment including demographics, jobless and poverty data, agency data (customer/partner satisfaction surveys, focus groups, staff, board, and agency satisfaction surveys);
    - i. Analysis of information collected directly from low-income individuals.
  - d. Meeting Needs – description of any significant events or changes that will affect the community and how the agency will fill in the identified service gaps;
  - e. Innovation – describe any new or innovative concepts, practices, or projects being implemented within target area and new funding streams;
  - f. Linkages/Coordination of Funding – description of significant changes in the community, agency and/or partners that will inform the current year's community action plan and how the agency will partner to assure that the needs are met. Include new partners, the amount of coordinated funding, and partnerships that have been terminated;
  - g. Performance Measurement - provide a narrative explanation of changes in goals or strategies that have been made as the result of changes in agency performance and/or community needs. Ensure performance management aligns with CAA's national performance indicators; and
  - h. Ensure submitted Plan follows Department issued Guidance
5. The Contractor shall list its programs with United Way of Connecticut 2-1-1 ("2-1-1"), to facilitate **HSI** referrals to community partners. The contractor shall perform an annual review and update its list of programs on 2-1-1 Infoline's website utilizing the following link:  
<http://www.211ct.org/Documents/updateform.pdf>



6. **COMPONENT A – COMMUNITY SERVICES BLOCK GRANT:**

- a. Clients **must** report household income to receive CSBG services under this contract. The Contractor will provide CSBG services to Clients who have reported household incomes at, or below, 125% of the Federal Poverty Level Income guidelines; such verified household income information shall be documented and maintained in Client files. The Contractor shall determine income eligibility for all new Clients and then on an annual basis on all active Clients.
- b. **Component Activities.** Throughout the term of the contract period, the Contractor shall provide the following component activities to supplement the Program:
  - i. Establish linkages with other agencies in the community to improve coordination, avoid duplication, and enhance the delivery of services to alleviate the causes, and improve the effects, of poverty on the target population. Such linkages shall be intended to promote the development of improved delivery systems for services that include, but are not limited to:
  - ii. Community-based services (e.g. volunteer activities, outreach activities, information and referrals.) designed to promote active participation in the community; and
  - iii. Other social services designed to specifically promote and facilitate strengthened family and other support systems (e.g. mental health, substance abuse treatment, health and/or medical information and referrals).
- c. The Contractor shall provide continued strategic planning activities toward the development and/or renewal of community-based partnerships amongst public/private agencies or organizations in the community to increase and improve the overall provision of direct human services to the target population.
- d. The Contractor shall develop a multi-year Strategic Plan, approved by the governing board at least every 5 years, that is informed by an updated community needs assessment; with input by key agency personnel both internal (customers, staff, board) and external (e.g., community residents, Public officials, community leaders, etc.); involves a review and analysis of the agency's Mission Statement and description of Strategic goals addressing both community and organizational needs. The Contractor's Board and management shall review its Strategic Plan performance on at least an annual basis. Documentation of such review shall be recorded in agency Board minutes with supporting details.
  - i. **Education and Employment Training Services:**
    - a) **Interagency and Statewide Planning and Coordination** activities shall be designed to provide comprehensive interagency planning and/or coordination of coalition-building projects involving all of the State's Community Action Agencies. Such activities shall include, but are not limited to, conducting statewide meetings or conferences designed to educate the general public and/or State policy makers about the needs of low-income population groups in the State. Such meetings shall bring together concerned community-based organizations and agencies to study, gather information, and recommend solutions addressing the needs of low-income population groups statewide.
    - b) **Community Organization/and Brokerage/Advocacy** projects shall be designed to mobilize community resources to meet the educational needs of low-income customers. Component activities shall include, but are not limited to, increasing community or employer awareness of identified employment and training needs of the customers, arranging community-based partnerships, and coordinating initiatives in community-based educational projects.

ii. **Income Management Services:**

- a) **Interagency or Statewide Planning and Coordination** activities shall include participation in interagency, local, or statewide planning and/or coordination initiatives designed to meet community needs in areas that include, but are not limited to, residential energy conservation, tax preparation, and Client education.
- b) **Community Organization and Brokerage/Advocacy** projects shall promote the mobilization of community resources to identify or meet the needs of low-income Clients and to educate them in the areas of household income preservation. Such project(s) components shall be designed to increase local awareness of the identified needs of low-income Client populations to stretch their household incomes and to arrange for partnerships and coordinated initiatives in community income management projects.

iii. **Housing Services:**

- a) **Interagency and Statewide Planning and Coordination** activities shall be designed as a community-based cooperative dedicated to meeting community housing needs through interagency or statewide planning and/or coordination. Component activities may include, but are not limited to, preparing applications from local governments for Community Development Block Grant funds, rural water and wastewater facilities, and Section 8 Housing.
- b) **Community Organization and Brokerage/Advocacy** projects designed to mobilize the resources of communities in the Contractor's service area to identify or meet the housing needs of low-income Clients.

iv. **Emergency Services:**

- a) **Community Organization, Brokerage/Advocacy** projects shall be designed to mobilize the resources in the community to meet the emergency or disaster relief needs of the Clients, as well as increase the awareness of the identified emergency or disaster relief needs in the community.

v. **Nutrition Services:**

- a) **Interagency and Statewide Planning and Coordination** activities shall be designed to promote improved nutritional practices of the Clients in the community through interagency planning and/or program coordination.
- b) **Community Organization and Brokerage/Advocacy** projects or programs shall be designed to mobilize community resources to meet the nutritional needs of low-income Clients that may include, but are not limited to, Thanksgiving basket campaigns and projects designed to increase local awareness of identified nutritional needs.

7. **COMPONENT B – HSI INITIATIVE:**

- a. Clients **must** report household income to receive HSI services under this contract. The Contractor shall capture household income for customers to ensure compliance with SSBG-TANF income eligibility requirements of 200% of the Federal Poverty Level and document in files. The Contractor will provide HSI services regardless of reported household income through the utilization of state funding. SSBG-TANF resources can only be utilized for households with minor children.

- b. The Contractor shall provide the following additional services to ensure successful enhancement of CAA services identified in the Community Action Plan:
  - i. Coordinate the comprehensive delivery of social services to address all of the Clients' needs through the coordination of program and service delivery to address multiple needs.
  - ii. Utilize an Internet-based information and case management system for data transfer and reporting purposes.
  - iii. Provide **CAA Service Intake and Assessment** to all Clients *except* for those who have written for and received a waiver from the Department.
  - iv. Provide **CAA Pre-Application Assistance** to all Clients that have been identified by CAA staff as specifically needing referral to the Department for assistance.
  - v. Track all Clients referred for all types of further assistance to determine if Clients received such assistance.
  - vi. Review and update every Client's service plan on a quarterly basis as long as the Client continues to receive services through the HSI service delivery system.
  - vii. Leverage existing resources to enhance the services provided by the Contractor.
  - viii. Maintain Client records as an ongoing record of continuing Client assessment, and refer Clients to additional support services in response to each Client's continuing assessments.

#### E. PROGRAM ADMINISTRATION

1. The Contractor shall submit to the Department the names of key staff assigned to geographic areas under both the CSBG and HSI services no later February 28, 2017.
2. The Contractor shall identify its service delivery locations no later than March 1, 2017. Said information shall include the street address and standard program hours of operation.
3. The Contractor's administrative office is located at **1070 Park Avenue, Bridgeport, CT 06604**.
4. The Contractor will administer its program through a Community Action Board of Directors, which shall consist of not more than 51 members and not less than 15 members. The Board of Directors composition is defined in the State and Federal Requirements Section I.7 of this contract.
5. The Contractor will convene full **Board of Directors** meetings at least **10** times during each federal fiscal year during the contract period.
6. The State shall receive a copy of the board packet that is distributed to each board member, no later than seven days after the date of the held meeting. Included will be minutes from the previous meeting as well as all documents distributed prior to for review and handed out at the meeting, including financial statements, committee reports/minutes, presentation materials, etc.
7. The Contractor agrees to develop and maintain policies related to personnel. Said personnel policies shall be maintained at the Contractor's location in the Contractor's files and be made available to the Department as requested by the Department, its representatives and its agents. The Contractor further agrees to submit a copy of its personnel policies to the Department, if requested, within ten days of receipt of such request.

## F. PROGRAM EVALUATION

1. The Contractor's participation in the evaluation process identified by the Department is *mandatory* and intended to ensure HSI service provisions are provided in an efficient and effective manner. The evaluation process shall appraise the Contractor's Program within its catchment area, as well as in comparison and conjunction with other CAAs within the Connecticut Community Action Network in relation to the HSI vision identified in Part I, Section A.4.
2. The Contractor agrees to conduct an annual Program Evaluation Report. The Contractor's **Board of Directors** will annually monitor the Program to assess its goals, progress, and effectiveness and will produce a report with recommendations to the Contractor's staff. This report will be made available to the Department's Program representative at the time of the annual Department on-site review. Clients will participate in the Program evaluation process by completing a Client satisfaction survey as provided by the Contractor. A summary of these surveys will be included in the Program Evaluation Report.
3. The Contractor shall collaborate with the Department and 2-1-1 in the HSI evaluation process, at such time when the Department conducts an evaluation process. The Contractor shall coordinate its HSI case management and Low-Income Home Energy Assistance Program (LIHEAP) Assurance 16 case management functions. LIHEAP Assurance 16 guidelines allow the Department to use up to five percent of LIHEAP funds, at its option, to allow the Contractor to provide services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance. Services may include, but are not limited to, needs assessments, counseling, and assistance with energy vendors. Such activities shall be assessed in the HSI evaluation process.

## G. QUALITY ASSURANCE COMPLIANCE:

1. The Contractor agrees to comply with any and all applicable regulations adopted by the Department or other Departments pursuant to the services provided under this contract and, as applicable, require that all pertinent subcontractors comply as well.
2. The Department will conduct periodic onsite program and fiscal monitoring to verify program accomplishments and adherence to applicable federal and State statutes, rules, and regulations; the CSBG Community Action Plan; this agreement; and, other applicable policies, procedures and memoranda. All visits, inspections, audits, and other monitoring by the Department shall be done on reasonable notice to the Contractor or delegate agencies, if any, to the maximum extent possible. However, the Department reserves the right to make unannounced visits, site inspections to Contractors and delegate agencies, and to attend the Contractor's Audit entrance and exit conference.
  - a. Representatives of the Department shall have the authority to reject any Work, services, and activities performed by the Contractor which do not conform to the Contract Documents and are not conducted in accordance with applicable federal and State statutes, rules and regulations;
  - b. Representatives of the Department shall have the authority to conduct mandatory reviews, assessments, and inspections of services performed by the Contractor in accordance with State and federal laws and regulations; the CSBG Community Action Plan; the approved budget and Contract Documents; and, any memoranda issued by the Department, as they, in good faith, deem reasonable and necessary to ensure that the Work is being performed in compliance with the Contract;
  - c. The Contractor agrees to cooperate with the Department and its representatives at all times and to promptly implement and comply with any and all corrective actions required by the Department in accordance with the Department's statutory monitoring and oversight responsibilities; and

- d. Representatives of the Contractor shall meet with representatives of the Department at such times as the Department shall request in order to advise and inform the Department on any and all matters related to the administration of the CSBG program
3. The HSI-funded performance of the Contractor, and any applicable subcontractors, shall be reviewed and evaluated at least annually by Department staff. Such reviews and evaluations may be performed by examination of Client records, service logs, other documents and reports, attendance at board meetings, and a meeting(s) with Contractor staff and/or Clients and Board members. Site visits will be conducted at funded facilities and program sites administered by the Contractor.
  4. The Contractor agrees to comply with any and all applicable requirements adopted by the Department or other Departments pursuant to Performance Management Initiatives. The framework for the Performance Management Initiatives areas as follows:
    - a. Organizational Standards for Eligible Entities;
      - i. The governing board receives an annual update on the success of specific strategies included in the Community Action Plan (Standard 4.4);
      - ii. The governing board has received an update(s) on progress meeting the goals of the strategic plan within the past 12 months (Standard 6.5); and
      - iii. The organization has presented to the governing board for review or action, at least within the past 12 months, an analysis of the agency's outcomes and any operational or strategic program adjustments and improvements identified as necessary (Standard 9.3).
    - b. Results Oriented Management and Accountability (ROMA); and
    - c. State and Federal-level Accountability Measures.

#### **H. OUTCOMES AND MEASURES:**

1. The outcome measures applicable to this contract shall represent the Contractor's goals and objectives pertaining to the improvement of the Contractor's administrative and operational functions as related to the provision of direct human services and such services delivery system(s) to effectively assist the target population described in Part I., Section D.1.
2. The Contractor will implement the Program and services described herein to result in the following outcomes on behalf of the Clients. Such outcomes will be measured in the manner described herein and documented in the Client's service plan/case records. The Department will monitor outcome results achieved pursuant to these outcomes and measures.
3. The Contractor agrees to provide outcome based performance data, as reported in the ROMA system described in Part I, Section A.3 a-c. Annual measures shall be set for below no later than April 1, 2017, on the annual measures as set forth below:

## National Performance Indicators - Connecticut 2017

NPI	DESCRIPTION	Target
<b>Goal 1: Low-income (LI) people become more self-sufficient.</b>		
1.1	Employment: # & % of LI in Community Action employment initiatives who get a job or b/c self-employed	
1.1 A	Unemployed and obtained a job	
1.1 B	Employed and maintained a job for at least 90 days	
1.1 C	Employed and obtained an increase in employment income and/or benefits	
1.1 D	Achieved "living wage" employment and/or benefits (reference self-sufficiency standard 2005)	
1.2	Employment Supports: # & % of LI in need of employment supports	
1.2 A	Obtained skills/competencies required for employment	
1.2 B	Completed ABE/GED and received certificate or diploma	
1.2 C	Completed post-secondary education program and obtained certificate or diploma	
1.2 D	Enrolled children in before or after school programs	
1.2 E	Obtained care for child or other dependent	
1.2 F	Obtained access to reliable transportation and/or driver's license	
1.2 G	Obtained health care services for themselves or family member	
1.2 H	Obtained and/or maintained safe and affordable housing	
1.2 I	Obtained food assistance	
1.2 J	Obtained non-emergency LIHEAP energy assistance	
1.2 K	Obtained non-emergency WX energy assistance	
1.3	Economic Asset Enhancement and Utilization: # & % of LI participating in economic asset	
1.3 E.1	Number and percent of participants in tax preparation programs who qualified for any type of Federal or State tax credit and the expected aggregate dollar amount of credits	
1.3 E.2	Number and percent of participants who obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments	
1.3 E.3	Number and percent of participants who were enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings	
1.3 U.1	Number and percent of participants demonstrating ability to complete and maintain a budget for over 90 days	
1.3 U.2	Number and percent of participants opening an Individual Development Account (IDA) or other savings account	
1.3 U.3	Number and percent of participants who increased their savings through IDA or other savings accounts and the aggregated amount of savings	
1.3 U.4a	Number and percent of participants capitalizing a small business with accumulated savings	
1.3 U.4b	Number and percent of participants pursuing post-secondary education with accumulated savings	
1.3 U.4c	Number and percent of participants purchasing a home with accumulated savings	

1.3 U.4d	Number and percent of participants purchasing other assets with accumulated savings	
<b>Goal 2: The conditions in which low-income people live are improved.</b>		
2.1	Community Improvement and Revitalization: # & % of LI that are participating in community improvement & revitalization	
2.1 A	Jobs created, or saved, from reduction or elimination in the community	
2.1 B	Accessible "living wage" jobs created, or saved, from reduction or elimination in the community	
2.1 C	Safe and affordable housing units created in the community	
2.1 D	Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by Community Action activity or advocacy	
2.1 E	Accessible safe and affordable health care services/facilities for low-income people created, or saved from reduction or elimination	
2.1 F	Accessible safe and affordable child care or child development placement opportunities for low-income families created, or saved from reduction or elimination	
2.1 G	Accessible before-school and after-school program placement opportunities for low-income families created, or saved from reduction or elimination	
2.1 H	Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation	
2.1 I	Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post-secondary education	
2.1 J	Number of full-time equivalent (FTE) created by Community Action Micro Business Development Program	
2.2	Community Quality of Life and Assets through Maximum Feasible Access	
2.2 A	Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets	
2.2 B	Increase in the availability or preservation of community facilities	
2.2 C	Increase in the availability or preservation of community services to improve public health and safety	
2.2 D	Increase in the availability or preservation of commercial services within low-income neighborhoods	
2.2 E	Increase in or preservation of neighborhood quality-of-life resources	
2.3	Community Engagement: # & % of LI that are participating in Community engagement.	
2.3A	Number of community members mobilized by Community Action that participate in community revitalization and anti-poverty initiatives	
2.3B	Number of volunteer hours donated to the agency	
<b>Goal 3: Low-income people own a stake in their community.</b>		
3.1	Community Enhancement through Maximum Feasible Participation	

3.1	Total number of volunteer hours donated by low-income Clients to Community Action	
3.2	<b>Community Empowerment through Maximum Feasible Participation</b>	
3.2 A	Number of low-income people participating in formal community organizations, government, boards or councils that provide input to decision-making and policy setting through Community Action efforts	
3.2 B	Number of low-income people acquiring businesses in their community as a result of Community Action assistance	
3.2 C	Number of low-income people purchasing their own home in their community as a result of Community Action assistance	
3.2 D	Number of low-income people engaged in non-governance community activities or groups created or supported by Community Action	
<b>Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.</b>		
4.1	Number of organizations, both public and private, that Community Action actively works with to expand resources and opportunities in order to achieve family and community outcomes	
	# Non-Profit (Goal 4)	
	# Faith Based SAA	
	# Local Government SAA	
	# State Government SAA	
	# Federal Government SAA	
	# For-Profit Business or Corporation. SAA	
	# Consortiums/Collaboration	
	# Housing Consortiums/Collaborations.	
	# School Districts	
	# Institutions of post-secondary education/training	
	# Financial/Banking Institutions	
	# Health Service Institutions	
	# State wide associations or collaborations	
	<b>Number of Organizational Partnerships (Total):</b>	
<b>Goal 5: Agencies increase their capacity to achieve results.</b>		
5.1	Agency Development: # of human capital resources available to increase agency capacity	
	Number of human capital resources available to Community Action that increase agency capacity to achieve family and community outcomes, as measured by one or more of the following:	
	Number of Certified-Community Action Professionals (C-CAP)	
	Number of ROMA Trainers SUPPLEMENTAL DATA FORM	
5.1	Number of Family Development Trainers SUPPLEMENTAL DATA FORM	
	Number of Child Development Trainers SUPPLEMENTAL DATA FORM	
	Number of staff attending trainings SUPPLEMENTAL DATA FORM	
	Number of board members attending trainings SUPPLEMENTAL DATA FORM	
	Hours of staff in trainings SUPPLEMENTAL DATA FORM	
	Hours of board members in trainings SUPPLEMENTAL DATA FORM	



**Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.**

<b>6.1</b>	<b>Independent Living: # of vulnerable Clients receiving services who maintain independent living as a result of services</b>	
<b>6.1 A</b>	Senior Citizens (ages 55 and over)	
<b>6.1 B</b>	Clients with Disabilities	
<b>6.2</b>	<b>Emergency Assistance: # of LI who rec'd emergency assistance</b>	
<b>6.2 A</b>	Emergency Food	
<b>6.2 B</b>	Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources	
<b>6.2 C</b>	Emergency Rent or Mortgage Assistance	
<b>6.2 D</b>	Emergency Car or Home Repair	
<b>6.2 E</b>	Emergency Temporary Shelter	
<b>6.2 F</b>	Emergency Medical Care	
<b>6.2 G</b>	Emergency Protection from Violence	
<b>6.2 H</b>	Emergency Legal Assistance	
<b>6.2 I</b>	Emergency Transportation	
<b>6.2 J</b>	Emergency Disaster Relief	
<b>6.2 K</b>	Emergency Clothing	
<b>6.3</b>	<b>Child &amp; Family Development: # participating in developmental or enrichment programs</b>	
<b>6.3.I.1</b>	Infants and children obtain age-appropriate immunizations, medical, and dental care	
<b>6.3 I.2</b>	Infant and child health and physical development are improved as a result of adequate nutrition	
<b>6.3 I.3</b>	Children participate in pre-school activities to develop school readiness skills	
<b>6.3 I.4</b>	Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade	
<b>6.3 Y.1</b>	Youth improve health and physical development	
<b>6.3 Y.2</b>	Youth improve social/emotional development	
<b>6.3 Y.3</b>	Youth avoid risk-taking behavior for a defined period of time	
<b>6.3 Y.4</b>	Youth have reduced involvement with criminal justice system	
<b>6.3 Y.5</b>	Youth increase academic, athletic, or social skills for school success	
<b>6.3 A.1</b>	Parents and other adults learn and exhibit improved parenting skills	
<b>6.3 A.2</b>	Parents and other adults learn and exhibit improved family functioning skills	
<b>6.4</b>	<b>Family Supports (Seniors, Disabled &amp; Caregivers): LI people unable to work w/ barriers to family stability reduced or eliminated</b>	
<b>6.4 A</b>	Enrolled children in before and after school programs	

6.4 B	Obtained care for child or other dependent	
6.4 C	Obtained access to reliable transportation and/or driver's license	
6.4 D	Obtained health care services for themselves or family member	
6.4 E	Obtained and/or maintained safe and affordable housing	
6.4 F	Obtained food assistance	
6.4 G	Obtained non-emergency LIHEAP energy assistance	
6.4 H	Obtained non-emergency WX energy assistance	
6.4 I	Obtained other non-emergency energy assistance	
6.5	<b>Service Counts</b>	
6.5 A	Food Boxes - SUPPLEMENTAL DATA FORM	
6.5 B	Pounds of Food - SUPPLEMENTAL DATA FORM	
6.5 C	Units of Clothing - SUPPLEMENTAL DATA FORM	
6.5 D	Rides Provided - SUPPLEMENTAL DATA FORM	
6.5 E	Information and Referral Calls - SUPPLEMENTAL DATA FORM	

## I. FEDERAL AND STATE REQUIREMENTS

1. To accomplish the goals and purposes of the CSBG Act (42 U.S.C. §§ 9901, et. seq.), the Contractor will use CSBG funds provided under this contract to:
  - a. Strengthen community capabilities for planning and coordinating the use of a broad range of Federal, State, local, and private assistance resources related to the elimination of poverty, so that these support systems can be used in a manner responsive to local needs and conditions.
  - b. Organize a broad range of services related to the needs of low-income families and individuals, so that such services may have a measurable and potentially effective impact on the causes of poverty in the community and may assist families and individuals toward achieving self-sufficiency.
  - c. Initiate a greater use of innovative and effective community-based approaches toward attacking the causes and effects of poverty and community breakdown.
  - d. Promote maximum participation of residents of low-income communities and members of groups served by programs supported through the CSBG to empower and generate feedback to the unique concerns and needs within their communities.
  - e. Expand the community resource base of programs and services directed toward the elimination of poverty, so as to secure an enhanced provision of services for private faith-based, charitable, and neighborhood-based organizations as well as citizens, business, labor, and other professional groups capable of providing quality services for the poor.
  
2. Throughout the term of this contract, the Contractor will assure that funds made available under this contract will be used to support initiatives designed to assist low-income Clients. The objective of these initiatives may include, but are not limited to:
  - a. Achieving self-sufficiency and solve problems that hinder the achievement of self-sufficiency.
  - b. Securing and retaining meaningful employment.
  - c. Attaining an adequate education with particular attention to improving literacy skills.

- d. Improving Client/family income management skills.
  - e. Obtaining and maintaining adequate housing and a suitable living environment.
  - f. Obtaining emergency assistance through loans, grants, or other means to meet immediate and urgent family or individual needs. To provide, on an emergency basis, for the provision of appropriate supplies and services, nutritious foodstuffs, and related services as may be necessary to counteract conditions of starvation and malnutrition among the poor.
  - g. Increasing participation in the affairs of the community including the development of public and private grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations, and other public and private partners to:
    - i. Document best practices based on successful grassroots intervention in urban areas and develop methodologies for widespread replication.
    - ii. Strengthen and improve relationships with local law enforcement agencies that may include participation in activities such as neighborhood or community policing efforts.
    - iii. Develop programs that address the needs of children and adolescents in low-income communities.
  - h. The Contractor will coordinate the employment and training activities provided under this contract (if applicable), with local workforce investment systems established under the Federal Workforce Innovation and Opportunity Act of 2014.
  - i. The Contractor will coordinate with and enhance effective use of other established community services support programs with related purposes as to supplement the Program services as described under this contract.
3. Title VI of the Civil Rights Act of 1964 (Title VI) requires organizations that receive federal funding directly or indirectly to take reasonable steps to ensure meaningful access to its programs and activities by individuals who have limited English proficiency (LEP). LEP individuals are those that do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. As a sub-recipient of CSBG funding from the U.S. Department of Health and Human Services (HHS), the Contractor is required to make reasonable efforts to provide language assistance to ensure meaningful access for LEP individuals to the Contractor's CSBG-funded programs and activities. HHS issued Guidance, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, pursuant to Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency".
  4. Unless specified by the Secretary of the U.S. Department of Health and Human Services, CSBG funds may not be used for the purchase, or improvement of, land or the purchase, construction, or permanent improvement, other than low cost, residential weatherization, or other energy-related home repairs, of any building or other facility.
  5. Programs supported by CSBG funds under this contract will not be carried out in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel, in a manner supporting or resulting in the identification of such programs with:
    - a. Any partisan or non-partisan political activity or any political activity associated with a candidate or contending faction or group, in an election for public or party office;

- b. Any activity to provide voters or prospective voters with transportation to the polls or similar assistance, in connection with any such election; or
  - c. Any other voter registration activity.
6. The Contractor shall be in compliance with the Pro-Children Act of 2001 Section 4303 Nonsmoking Policy for Children's Services, and not permit smoking in any indoor facility used routinely or regularly for the provision of children's services to persons under the age of 18 if the services are funded by Federal programs either directly or indirectly.
7. The Contractor will compose its Board of Directors as follows:
- a. One-third of the members of the Board must be elected public officials, currently holding office, or their representatives, except in situations where the number of elected officials reasonably available and willing to serve, subsequent to due diligence on the Contractor's part and with written approval from the Department, would not meet the one-third requirement. Membership on the Board of appointed public officials may be counted toward meeting such one-third requirement.
  - b. At least one-third of the members are persons chosen in accordance with democratic selection procedures adequate to assure that they are representative of the poor in the service area.
  - c. The remainder of the members includes officials or members of business, industry, labor, religious, and welfare, education or other major groups with related interests in the community.
  - d. In the case of a public organization receiving CSBG funds, the Contractor's Board of Directors will assure low-income citizen participation in the planning, administration, and evaluation of projects for which such organization has been funded.
  - e. Procedures are established under which a low-income Client, community organization, or religious organization, or representative of low-income Clients, who consider themselves inadequately represented on the Board, to petition for adequate representation.
8. The Contractor will provide applicable Program information and statistics as required for data entry in the Federal ROMA performance measurement system. Such Program information and related statistics will be made available to the Department as described in Part I, Section K of this contract.
9. **Funding Identification** – *Federal funding has been provided for this contract as follows:*

Award Name:	Community Services Block Grant
Award Year:	2017 - 2019
Research and Design:	No
Name of Federal Agency Awarding:	Department of Health and Human Services
CFDA (Catalog of Federal Domestic Assistance) Title:	Community Services Block Grant (CSBG)
CFDA Number:	93.569

Award Name:	Social Services Block Grant-TANF
Award Year:	2017 - 2019
Research and Design:	No
Name of Federal Agency Awarding:	Department of Health and Human Services
CFDA (Catalog of Federal Domestic Assistance) Title:	Social Services Block Grant-TANF
CFDA Number:	93.558

The DUNS number for the Contractor is 07-5415661.

10. The Contractor will report expenditures as defined by the Federal Health and Human Services (HHS), Office of Community Services (OCS) in Information Memorandum, Transmittal No. 37, issued December 10, 1999. Expenditures shall be reported in terms of Direct program costs and Administrative costs. The terms are defined as follows:
  - a. **Direct** program costs can be specifically identified with delivery of a particular project, service, or activity undertaken by a grantee to achieve an outcome intended by the funding program. For CSBG, such direct costs derive from the funding objectives specified in the reauthorizing statute and from the goals and outcome measures in the ROMA system required by the statute. Direct program costs are incurred for the service delivery and management components within a particular program or project. Therefore, direct program costs include expenditures on some activities with administrative qualities, including salaries and benefits of program staff and managers, equipment, training, conferences, travel, and contracts that expressly relate to the delivery of an individual program or service funded by a specific grant source.
  - b. **Administrative** costs, in the context of CSBG statutory reporting requirements, are equivalent to the familiar concepts of indirect federal costs or overhead. As distinguished from program administration or management expenditures that qualify as direct program costs, administrative costs refer to central executive functions that do not directly support a specific project or service. Rather, administrative costs are incurred for common objectives that benefit multiple programs administered by the grantee organization, or the organization as a whole, and as such are not readily assignable to a particular program funding stream. Administrative costs relate to the general management of the grantee organization, such as strategic direction, Board development, Executive Director functions, accounting, budgeting, personnel, procurement, and legal services.
11. The Contractor shall comply with CSBG Organizational Standards as defined by HHS, OCS in Information Memorandum, Transmittal No. 138 issued January 26, 2015.
12. The Contractor shall ensure that its activities will not adversely impact the Department's ability to comply with State and Federal Accountability Measures and Data Collection Modernization as defined by HHS, OCS in Information Memorandum, Transmittal No. 144 issued on October 2, 2015.
13. The Contractor also warrants that it is aware that funds provided by the Department under this contract may be used for a service match. The Contractor must obtain Departmental permission prior to identifying any or all of the allocated services as a service or monetary match. The Department shall respond to all requests within five business days of receipt.
14. ***Federal Office of Management and Budget Requirements.***
  - a. This contract includes Federal Financial Assistance, and therefore such funds shall be subject to the Federal Office of Management and Budget Cost Principles codified in the OMB Uniform Guidance as set forth in 2 CFR Part 200 and as updated from time to time.
  - b. Federal funding shall be released by the Department contingent upon receipt of federal monies by the Department in compliance with the Federal Cash Management Improvement Act of (1990) (CMIA), 31 U.S.C. § 6501 et. seq.

15. *Federal Funding Accountability and Transparency Act (FFATA).*

- a. The Contractor shall register with the Federal System for Award Management (SAM) at <https://www.sam.gov> to assist the Department with meeting its obligation to comply with the Federal Funding Accountability and Transparency Act (FFATA).
- b. The Contractor shall ensure that it shall remain active in SAM by updating its SAM profile at least every 12 months. Upon notification by the Department that its SAM status is not active, the Contractor shall update its SAM profile within five business days of such notification. The Contractor's failure to comply may impact future issuance of payments by the Department.

16. Preliminary Close-Out

- a. Upon receipt of the Federal FY annual Financial Report and Final Financial Report, the Department shall review the Report and make a preliminary determination of any Unexpended Allocation or questioned cost; and
- b. The Contractor shall be notified in writing of the results of the review and the determination of any Unexpended Allocation.

17. The Contractor shall follow Department issued procedures for requesting employee approval to access the State's Eligibility Management System (EMS); such approved employees are required to complete annual training related to Client Data Disclosure and Protections and Health Insurance Portability and Accountability Act (HIPAA).

18. In addition to Part II, Section B. Client Related Safeguards 3. Reporting of Client Abuse or Neglect, the Contractor shall comply with the reporting requirements of C.G.S. Section 17b-451, Report of suspected abuse, neglect, exploitation, abandonment or need for protective services, related to elderly persons.

19. In addition to the Subcontracting requirements of Part II of this contract, the State requires that the language of the following certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under sub-recipients, which shall certify and disclose accordingly. The Contractor certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence any officer or employee of any agency, member of Congress, an officer or employee of, or an employee of a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the State shall complete and submit standard Federal form-LLL, "Disclosure Form to Report Lobbying", (obtained from the U.S. Department of Health and Human Services) in accordance with its instructions.

20. **Block Grant Funding**– It is contemplated that the Department will utilize Federal Block Grant funding for this contract. The Department’s obligation to pay under the terms of the contract is conditioned upon the Legislature approving the block grant plan and funding in accordance with C.G.S. § 4-28b that is consistent with expenditures under this contract.
21. The Contractor will inform custodial parents in single-parent families that participate in programs, activities, or services carried out or provided under this contract about the availability of child supports services if applicable, and refer such parents to the Department’s Child Support offices.
22. The Contractor shall submit its A-133 and state single audit electronically to the Department of Social Services through a state-wide electronic system. The system is entitled “**Office of Policy and Management - Electronic Audit Reporting System (EARS)**”. The link to access the system is as follows: <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>. The Contractor shall send the Department an e-mail alert stating that its audit has been uploaded to the identified system. If the Contractor requests an extension from the Office of Policy and Management, associated with the required audit submission, the Contractor must provide the Department with a copy of the approved request.

**J. SUBCONTRACTED SERVICES:** In addition to Part II, of this contract:

1. The Contractor shall enter into a subcontract with the service providers whose identity, services to be rendered and costs shall be specified below:

SUBCONTRACTING ORGANIZATION	ADDRESS	DESCRIPTION OF SERVICES	PERFORMANCE PERIOD	PAYMENT TERMS/ TOTAL VALUE

2. Absent compliance with subsection 1 above, in accordance with Part II, Subcontracts, if following the execution and approval of this contract, the Contractor has identified subcontractors for which it would like to retain, then the Contractor may propose the use of subcontractors not specified herein. The Contractor must request and obtain prior written approval from the Department before finalizing any subcontract arrangement.
3. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; and (4) provide assurances to the Department that the proposed subcontract contains the terms specified in subsection 3 below.
4. Each and any subcontract must contain terms that shall require the subcontractor to adhere to the requirements of Part II, including but not limited to:
  - a. Client-Related Safeguards (Section B);
  - b. Contractor Obligations (Section C) – specifically:
    - Federal Funds,
    - Audit Requirements,
    - Related Party Transactions,
    - Suspension or Debarment,
    - Independent Capacity of Contactor,
    - Indemnification [of the State],

- Insurance,
  - Compliance with Law and Policy, Facilities Standards and Licensing,
  - Representations and Warranties,
  - Record Keeping and Access,
  - Protection of Personal Information,
  - Litigation, and
  - Sovereign Immunity;
- c. Changes To The Contract, Termination, Cancellation and Expiration (Section D) – specifically: Contractor Changes and Assignment; and
- d. Statutory and Regulatory Compliance (Section E).
5. The Contractor agrees to be responsible to the Department for the performance of any subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall bear full responsibility, without recourse to the Department for their performance.
6. The Contractor shall retain the Department's written approval and each subcontract in the contract file.
7. Absent compliance with this section, no Contractor Party expense related to the use of a subcontractor will be paid or reimbursed by the Department unless the Department, in its sole discretion, waives compliance with the requirements of this section. In order to be effective, any waiver of the requirements of this section must be in writing and signed by the Agency Head or such other Department employee appointed by the Agency Head pursuant to Section 4 – 8 of the Connecticut General Statutes. The Department, in its discretion, may limit or condition any waiver of these requirements as it deems appropriate, including, for example, by limiting the dollar amount or any waiver, requiring proof that the subcontractor provided services under the contract, by requiring that any federal requirements under any federal grant program are satisfied, and/or requiring proof that the Contractor utilize the funds paid under the contract to promptly pay the subcontractor for services rendered.

#### **K. PROGRAMMATIC/STATISTICAL REPORTING:**

1. The Contractor shall submit to the Department, Program information and statistics based on the Program services described in Part I, Sections D.6 and D.7. on forms provided by the Department. For the annual Federally mandated CSBG Management Information System (MIS), report data shall be submitted electronically to the Connecticut Association For Community Action (CAFCA), no later than January 31 of each calendar year for the applicable preceding federal fiscal year (October 1 – September 30).
2. The Contractor shall submit to the Department its Community Action Plan identified in Part I, Section D.4 and subsequent updates, covering each Federal fiscal year (October 1 – September 30), during the contract period. The Community Action Plan shall be submitted electronically to the Department, no later than June 30 of each year during the contract period.
3. The Contractor shall electronically submit its Annual Profile of Services Survey to CAFCA no later than June 30 of each year during the contract period. The Profile of Services Survey describes services provided by the Contractor, applicable funding sources, and other relevant information.



4. The Contractor shall submit a quarterly narrative report to the Department's Program representative summarizing system generated data collected through the Contractor's internet based information and case management system, as well as the data warehouse within 15 days of the end of each quarterly period.
  - a. Should the Department notify the Contractor to request clarification of the submitted report, the Contractor shall take corrective action in a timely manner
5. The Contractor shall submit such required Program reports in a format outlined in a future policy transmittal, to the Department's Program representative in the Office of Community Services, located at 55 Farmington Avenue, Hartford, CT 06105. Said reports shall be e-mailed to [DSS.CommunityServices@ct.gov](mailto:DSS.CommunityServices@ct.gov) and Contractor's program representative.
6. The Contractor agrees to provide outcome based performance data on the measures included in the Contractor's Program as set forth in Part I, Section H of this contract.

#### L. FINANCIAL REPORTING:

1. The Contractor will submit quarterly fiscal reports in a format outlined by the Department's Program representative within 21 calendar days following the end of each quarterly period. The final fiscal report is due within 45 calendar days following the end of the entire contract period.
  - a. Should the Department notify the Contractor that its Request for Payment form (W-1270) contains any claim for payment that is incomplete or contains any claim for payment that is not in compliance with this Agreement, the Contractor shall take corrective action in a timely manner.
2. The Contractor will submit such required financial reports to the Department's program representative located at 55 Farmington Avenue, Hartford, CT 06105.
3. **Interest:** Any interest earned by the Contractor as a result of payments authorized by the Department shall be reported to the Department by the Contractor on the next Quarterly Financial Report submitted after that interest income is earned. The Contractor agrees to follow the Department's direction as to the disposition of such interest income.

#### M. BUDGET AND PAYMENT PROVISIONS:

1. The Department agrees to pay for the services provided and as described under this contract for an amount not to exceed \$ 1,505,563.00 for the contract period **December 1, 2016 through September 30, 2019.**
2. The Contractor agrees to utilize Department funds in accordance with the budget attached hereto and made a part hereof.
3. The approved budget shall be reported as a composite budget and separate budgets representing CSBG (Component A) and HSI (Component B) funding as applicable for each federal fiscal year during the contract period. The Contractor shall ensure that accounting systems exist to ensure no co-mingling of federal and state funds.

4. The Contractor will submit a written request for payment on a quarterly basis. Each payment request must be submitted in a format outlined by the Department's Program representative located at 55 Farmington Avenue, Hartford, CT 06105. Requests for payment will be honored and funds released based on submission by the Contractor, with review and acceptance by the Department, of quarterly financial reports; the availability of funds; and the Contractor's satisfactory compliance with the terms of the contract.
5. When the Department's review of any financial report or on-site examination of the Contractor's financial records indicate that under expenditure or under-utilization of contract funds is likely to occur by the end of the contract year, the Department may, with advance notice to the Contractor, alter the payment schedule for the balance of the contract period.
6. **Surplus/Excess Payments:** In the event the Department has advanced funds to the Contractor or overpaid the Contractor, the Contractor shall, at the end of the contract period, or earlier if the contract is terminated, return to the Department in full any unexpended funds within thirty (30) days; or such unexpended funds may, at the discretion of the Commissioner of the Department, be carried over and used as part of a new contract period if a new similar contract is executed.

#### N. PROVISIONS RELATING TO EXPENDITURES:

1. Expenditures shall be defined as expenses incurred by the Contractor, on an accrual basis, in delivering the services described in Part I herein, and in categories that the Department has agreed to pay in accordance with the Budget and Payment Provisions Sections above.
2. The Contractor's expenditures may vary in the amount per category from those set forth in the approved budget, provided that such variance does not materially change the services described in this Part I. The Contractor may not vary the category of expenditures set forth in the approved budget absent the Department's written approval in accordance with the Budget Variance Section below.
3. During the term of the contract, the Contractor shall notify the Department, of the categories of and actual expenditures made under the contract in accordance with the Financial Reporting Section above.
4. The Contractor shall maintain records sufficient to report the expenditures made under the contract and shall, if requested, provide such records to the Department.
5. The Contractor may allocate expenditures such as administrative and general, rent, or utilities, under the contract provided that:
  - a. such allocated expenditures were included by category in the budget, and
  - b. the procedure for allocation is reasonable and does not unfairly burden the Department with expenditures properly applied to services beyond those needed to deliver services described in this Part I.

## O. BUDGET VARIANCE:

1. The Contractor may transfer funds from one category to another (except for equipment) in the agreed upon and approved budget included in this contract for a single component without prior notification of the Department under the following conditions:
  - a. The amount by which a single category except for salaries or wages may be increased may not exceed 20% of the approved amount. This applies only to category amounts in the formally approved budget and subsequently approved budget revisions. Budget flexibility is to be applied to each component separately and is not to be computed on the composite budget items;
  - b. The Contractor may vary an individual salary or wage by no more than 15% of the approved amount;
  - c. The number of people or the percentage of time charged to a job classification may be increased, provided this does not exceed the flexibility cited above; and/or
  - d. The Contractor may not make any transfer under this procedure that involves any of the categories or kinds of expenditures specifically listed below.
  - e. All such transfers will be reflected on the next submitted financial report.
2. The Department requires the following changes in approved Program budgets to have prior written Department approval by a formal budget revision and/or formal contract amendment:
  - a. The purchase of an item of equipment not approved in the original budget;
  - b. A transfer that involves an increase of an approved category amount by more than 20%;
  - c. A transfer which involves an increase in salary or wages by more than 15%;
  - d. Any increase in compensation for services under a third party contract;
  - e. Any transfers of funds from one component to another; and/or
  - f. Any transfer of budgeted program income or food reimbursement.
3. The Department will respond to a properly executed request within forty-five (45) days of receipt.
4. No budget revisions proposed by the Contractor may be submitted later than forty-five (45) calendar days before the program has ended, except that the Department may entertain, at any time, a budget revision for the purpose of increasing funds for the audit of the Program. The final financial report will show all category overruns. Costs incurred after the end of the budget period will be disallowed except those which the Department has expressly approved in writing and in advance.

**P. TERMINATION:** In addition to the Termination provisions of Part II, of this Contract:

1. All notices of termination pursuant to this Termination section shall be signed by the Contract Administrator and/or designee, shall specify a date of termination and shall be delivered to the Contractor no less than 60 days prior to the specified date of termination.
2. Notwithstanding the requirements of Part II, Section D of this contract, in the event that the Contractor fails to comply with the terms of this contract or the State plan prepared pursuant to the requirements of the CSBG Act (42 U.S.C. §§ 9901 *et. seq.*), to provide services in accordance with the CSBG Act, or to meet appropriate standards, goals, performance objectives, and other requirements established by the State, the Contractor will be subject to the procedures specified in the aforementioned CSBG Act Section 678C, including the provisions related to the reduction of funding or termination of this contract. The Contractor agrees to comply with CSBG Act Section 678C, which describes activities related to corrective action, termination, and reduction in funding states as follows:

**“9.9.a Determination:** If the State determines, on the basis of a final decision in a review pursuant to section 678B, that an eligible entity fails to Comply with the terms of an agreement, the State plan, or Policies and Procedures Manual to provide services under this subtitle or to meet appropriate standards, goals, and other requirements established by the State (including performance objectives), the State shall:

- Inform the entity of the deficiency to be corrected; and,
  - Require the entity to Correct the deficiency; and,
  - Offer training and technical assistance, if appropriate, to help correct the deficiency, and prepare and submit to the Secretary a report describing the training and technical assistance offered; or,
  - If the State determines that such training and technical assistance are not appropriate, prepare and submit to the Secretary a report state the reasons for the determination; and,
  - At the discretion of the State (taking into account the seriousness of the deficiency and the time reasonably required to Correct the deficiency), allow the entity to develop and implement, within 60 days after being informed of the deficiency, a quality improvement plan to Correct such deficiency within a reasonable period of time, as determined by the State; and
  - Not later than 30 days after receiving from an eligible entity a proposed quality improvement plan, either approve such proposed plan or specify the reasons why the proposed plan Cannot be approved; and,
  - After providing adequate notice and an opportunity for a hearing, initiate proceedings to terminate the designation of or reduce the funding under this subtitle of the eligible entity unless entity corrects the deficiency.”
3. This contract may be terminated by the State for convenience or for financial instability, subject to the following provisions:
    - a. In the event that the Contractor becomes financially unstable to the point of threatening the ability of the Department to obtain the services provided for under this contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets, the Department may, at its option, immediately terminate this contract.
    - b. In the event the Department elects to terminate this contract under this provision, it shall do so by the Contract Administrator and/or designee sending notice of termination to the Contractor by certified mail, return receipt requested, specifying the date of termination.

- c. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the Contractor shall immediately so advise the Department. The Contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of the contract and agrees that the filing of a petition in bankruptcy by or against a subcontractor shall, in no way, relieve Contractor of its duties under this contract.
4. Procedure for Termination: Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:
    - a. Stop work under the contract on the date and to the extent specified in the Notice of Termination.
    - b. If the Department so directs in writing, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination or assign to the Department in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the Contractor under the subcontracts not so terminated, in which case the Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts.
    - c. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
    - d. Be entitled to payment for services rendered through the effective date of termination.

#### Q. MISCELLANEOUS PROVISIONS:

1. **Audit Exceptions:** In addition to and not in any way in limitation of the obligation of this contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any State or Federal audit exceptions and shall return to the Department all payments made under this contract to which exception has been taken or which have been disallowed because of such an exception.
2. **Severability:** If any provision of this contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this contract shall be enforced to the fullest extent permitted by law.
3. **Transport of Clients:** In the event that the Contractor or any of its employees or subcontractors shall, for any reason, transport a Client of DSS, the Contractor hereby agrees to the following:
  - a. The Contractor shall require that its employees, subcontracted transportation providers, drivers, and vehicles meet licensure or certification requirements established by the State of Connecticut Department of Transportation (DOT) and the State of Connecticut Department of Motor Vehicles (DMV) that transport, or have the potential to transport, Clients.
  - b. All vehicles utilized shall be appropriately licensed, certified, permitted, and/or insured.

## PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

- A. **Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:
1. **"Bid"** shall mean a bid submitted in response to a solicitation.
  2. **"Breach"** shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
  3. **"Cancellation"** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
  4. **"Claims"** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
  5. **"Client"** shall mean a recipient of the Contractor's Services.
  6. **"Contract"** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
  7. **"Contractor Parties"** shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
  8. **"Data"** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
  9. **"Day"** shall mean all calendar days, other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
  10. **"Expiration"** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.
  11. **"Force Majeure"** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

12. **“Personal Information”** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Personal Information shall also include any information regarding clients that the Department classifies as “confidential” or “restricted.” Personal Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
13. **“Personal Information Breach”** shall mean an instance where an unauthorized person or entity accesses Personal Information in any manner, including but not limited to the following occurrences: (1) any Personal Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Personal Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Personal Information together with the confidential process or key that is capable of compromising the integrity of the Personal Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
14. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
15. **“Services”** shall mean the performance of Services as stated in Part I of this Contract.
16. **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
17. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

**B. Client-Related Safeguards.**

**1. Inspection of Work Performed.**

- (a) The Agency or its authorized representative shall at all times have the right to enter into the Contractor or Contractor Parties' premises, or such other places where duties under the Contract are being performed, to inspect, to monitor or to evaluate the work being performed in accordance with Conn. Gen. Stat. § 4e-29 to ensure compliance with this Contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to Agency representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this Section shall be made available to the Contractor.
- (b) The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

2. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
3. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with mental retardation); and C.G.S. § 17b-407 (relative to elderly persons).
4. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

**C. Contractor Obligations.**

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM on the Web at [http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806)
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the [insert Agency name] or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) Days after receipt of the request:
  - (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
  - (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

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

4. **Federal Funds.**



- (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
- (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
  - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
  - (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

**5. Audit Requirements.**

- (a) The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made. The Contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in

connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

- (c) For purposes of this subsection as it relates to State grants, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230.
  - (d) The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.
6. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:
- (a) Real estate sales or leases;
  - (b) leases for equipment, vehicles or household furnishings;
  - (c) Mortgages, loans and working capital loans; and
  - (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.
7. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section D.4:
- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
    - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
    - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
    - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
    - (4) Have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
  - (b) Any change in the above status shall be immediately reported to the Agency.
8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party

shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.

**10. Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.

**11. Indemnification.**

- (a) The Contractor shall indemnify, defend and hold harmless the state of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
  - (1) claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and
  - (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its indemnification and hold-harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopied compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any sections survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

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

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

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

- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

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

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

- (b) applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

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

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

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

**17. Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.

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

**19. Protection of Personal Information.**

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.  
<http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253968><http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253968>
- (b) Each Contractor or Contractor Party shall implement and maintain a comprehensive data security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Personal Information;
  - (2) Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
  - (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Personal Information, including but not limited to passwords; and
  - (5) Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which Contractor or Contractor Parties possess or control has been subject to a Personal Information Breach. If a Personal Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Personal Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Personal Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Personal Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
20. **Workforce Analysis.** The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.
21. **Litigation.**
- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
  - (b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

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

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

**1. Contract Amendment.**

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

**2. Contractor Changes and Assignment.**

- (a) The Contractor shall notify the Agency in writing:
- (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
  - (2) no later than ten (10) days from the effective date of any change in:
    - (A) its certificate of incorporation or other organizational document;
    - (B) more than a controlling interest in the ownership of the Contractor; or
    - (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation

to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
  - (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
  - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.
  - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

**3. Breach.**

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) Days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
  - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
  - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
  - (3) permanently discontinue part of the Services to be provided under the Contract;
  - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
  - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
  - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
  - (7) any combination of the above actions.



- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.
  - (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
  - (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) Days of immediate suspension. Within five (5) Days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) Days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) Days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.
6. **Ending the Contractual Relationship.**
- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
  - (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
  - (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall immediately discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the

protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.

- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

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

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

**E. Statutory and Regulatory Compliance.**

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

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

more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

- (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423)<sup>1</sup>, and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").
- (f) Definitions
  - (1) "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include an use or disclosure of PHI that violates the HIPAA Standards.
  - (2) "Business Associate" shall mean the Contractor.
  - (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
  - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
  - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
  - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
  - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
  - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
  - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

- (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.

(g) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA standards.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the business associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.

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

- (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
  - 1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
  - 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
  - 3. The steps the Business Associate recommends that 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, contact information for said official.
- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
- (E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.

- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site 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 Contractor.
  - (G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (h) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2) Specific Use and Disclosure Provisions
    - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
    - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
    - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (i) Obligations of Covered Entity.
- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
  
- (j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
  
- (k) Term and Termination.
  - (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  
  - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
    - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
  
    - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
  
    - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
  
  - (3) Effect of Termination.
    - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  
    - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.



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

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

5. **Non-discrimination.**

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

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)

- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents

performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

- (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
  - (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
  - (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
  - (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
  - (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
  - (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

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

**6. Freedom of Information.**

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 *et seq.* ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
  - (b) Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. §§ 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.
- 7. Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and

distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. **Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.
9. **Campaign Contribution Restrictions.** For all State contracts as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's ("SEEC") notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 reproduced below: [www.ct.gov/seec](http://www.ct.gov/seec)



## 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 penalty:**—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 penalty:**—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/sec](http://www.ct.gov/sec). 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.

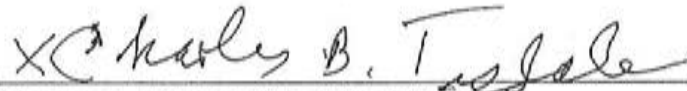
"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (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.

### SIGNATURES AND APPROVALS

16DSS1511AI/015-1AI-CBG-02

The Contractor IS a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended

**CONTRACTOR - Action for Bridgeport Community Development, Inc.**

  
\_\_\_\_\_  
Charles B. Tisdale, Executive Director

1/23/2017  
Date

**DEPARTMENT OF SOCIAL SERVICES**

  
\_\_\_\_\_  
RODERICK L. BREMBY, Commissioner

1/25/17  
Date

*This contract does not require the approval of the Attorney General pursuant to an agreement between the Department and the Office of the Attorney General, dated 12/23/2016.*



## NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement, entered into by and between Connecticut Department of Social Services (hereinafter the "Department") located at 55 Farmington Avenue, Hartford, CT 06105 and Action for Bridgeport Community Development, Inc. located at 1070 Park Avenue, Bridgeport, CT 06604, on behalf of itself and all of its present and future affiliates and subsidiaries (hereinafter the "Contractor").

WHEREAS, the Department and the Contractor have entered into an agreement wherein the Contractor provides services related to the **Community Services Block Grant (CBG) / Human Services Infrastructure (HSI) Initiative** administered by the Department (hereinafter referred to as the "CBG/HSI Agreement"); and

WHEREAS, the Department administers and maintains the Eligibility System ("ImpaCT") which, among other things, contains personal and financial information of eligible recipients of benefits and services administered by the Department; and

WHEREAS, the Contractor's ability to perform services under the CBG/HSI Agreement will be enhanced by their ability to access certain Confidential Information from ImpaCT; and

WHEREAS, the Department desires to grant ImpaCT access to a limited number of the Contractor's staff so long as the Contractor agrees to and protects the confidentiality of such information.

NOW, THEREFORE, in consideration of the Department providing the Contractor access to such Confidential Information for the sole purpose of fulfilling its obligations under the CBG/HSI Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor and the Department hereby agree as follows:

1. This Non-Disclosure and Confidentiality Agreement shall become effective upon the execution of both parties or upon the date that the CBG/HSI Agreement is fully executed and approved by the Office of the Commissioner, whichever is later.
2. The Department shall provide, at no cost to the Contractor, access to ImpaCT and the tools necessary for the Contractor to access ImpaCT including but not necessarily limited to the necessary software, confidential passwords and training, for the sole purpose of the performance of Contractor's duties under the CBG/HSI Agreement.

3. The Department and the Contractor agree to provide a designated ImpaCT contact person to facilitate smooth and accurate communication pertaining to system access, performance and training issues.
4. The Contractor and its officers, directors, agents employees, consultants, independent contractors, and representatives will not, except as needed in the normal and proper course related to fulfilling its obligation under the CBG/HSI Agreement, directly or indirectly disclose or use, or enable anyone else to disclose or use, either during the term of the CBG/HSI Agreement or any time thereafter, any Confidential Information obtained from their access to ImpaCT without the prior written approval of DSS.
5. The Contractor agrees to maintain and implement any and all Department requirements regarding the confidentiality of client information, pursuant to Connecticut General Statutes §17b-90.
6. "Confidential Information" shall include but not be limited to personal and or financial information of eligible recipients of benefits and services administered and/or provided by the Department. Confidential information shall also include any and all such information that the Department provides or grants access to the Contractor or any of its affiliates, officers, directors, agents, employees, consultants, independent contractors, or representatives.
7. The Contractor agrees that all documents of any nature obtained through ImpaCT or directly from the Department or its designees, are and shall remain the property of the Department. All such documents and all copies of such documents, including electronic copies, shall be surrendered to the Department at the termination of the CBG/HSI Agreement or at the Department's request whichever is earlier. The Contractor agrees that upon request of the Department it will promptly destroy all written, electronic or tangible documents received by it pursuant hereto without retaining copies thereof and will provide to the Department a certificate as to the return or destruction of such documents.

8. The Contractor agrees that any Confidential Information received by the Contractor will not be subsequently disclosed by the Contractor to any person, firm or entity other than to Contractor's agents, employees, consultants or representatives who have a need to know in order to fulfill the Contractor's obligation under the CBG/HSI Agreement. The Contractor agrees that each of its agents, employees, consultants or representatives that receive or may receive any Confidential Information will be bound by the provisions hereof on the same terms and conditions as the Contractor as if specifically named a party hereto. This provision shall survive the termination of this Agreement.
9. The Contractor shall inform the Department upon execution of this Agreement, which personnel require access to ImpaCT so that the Department may make the appropriate security modifications.
10. The Contractor agrees to be subject to a Department audit, from time to time, which will, among other things, audit the Contractor's use and safeguarding of Confidential Information;
11. The Contractor agrees to prohibit its employees, agents and/or contractors and their employees from sharing the confidential passwords needed to access ImpaCT and/or accessing data through ImpaCT under another individual's user number;
12. The Contractor agrees to notify the Department within two (2) business days of changes in personnel with access to ImpaCT so that the Department may make the appropriate security modifications;
13. The Contractor agrees that if they are requested or required in a judicial, administrative or governmental proceeding to disclose any Confidential Information and/or documents, it will notify the Department immediately upon receipt of notice thereof, so that the Department may either seek an appropriate protective order or waive the provisions of this Agreement. This provision shall survive the termination of this Agreement.
14. This Non-Disclosure and Confidentiality Agreement shall terminate two (2) years from the date of the Contractor's last receipt of Confidential Information pursuant to the Agreement; provided, however, Contractor's obligations to maintain the confidentiality of the Confidential Information and/or documents encompassed hereby shall survive the termination of this Agreement.

15. The Contractor and its officers, directors, agents, employees, consultants, independent contractors and representative agree to indemnify, defend and hold harmless the State of Connecticut, as well as all Departments, officers, agents and employees of the State from and against any and all claims, losses or suits directly or indirectly resulting from the Contractor's failure to comply with the terms of this Non-Disclosure and Confidentiality Agreement.
16. The Department reserves the right to review the costs incurred by the Department by providing ImpaCT access to the Contractor and may, with advance notice to the Contractor, require reimbursement of future costs for the continued provision of ImpaCT access. The Department shall not require reimbursement of prior costs.
17. Amendments to this Agreement must be in writing signed by the Department and the Contractor.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the dates set forth below.

**ACTION FOR BRIDGEPORT  
COMMUNITY DEVELOPMENT, INC.**

**STATE OF CONNECTICUT  
DEPARTMENT OF SOCIAL SERVICES**

By: <u>Charles B. Tisdale</u>	By: <u>Roderick L. Bremby</u>
Name: <u>CHARLES B. TISDALE</u>	Name: <u>Roderick L. Bremby</u>
Title: <u>EXECUTIVE DIRECTOR</u>	Title: <u>Commissioner</u>
Date: <u>1/23/2017</u>	Date: <u>1/25/2017</u>



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

*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

Executive Director of ABCD, Inc., an entity  
an oath. I am \_\_\_\_\_ of \_\_\_\_\_, an entity  
Signatory's Title Name of Entity  
Connecticut  
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  
ABCD, Inc. ABCD, Inc.  
\_\_\_\_\_ 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.

x Charles B. Tisdale  
Authorized Signatory

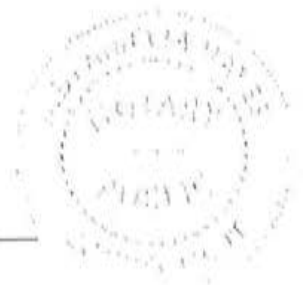
Charles B. Tisdale  
Printed Name

Sworn and subscribed to before me on this 11 day of January, 2017.

Indi A. Hayes  
Commissioner of the Superior Court/  
Notary Public

5/31/2021  
Commission Expiration Date

INDI AMELIA HAYES  
NOTARY PUBLIC OF CONNECTICUT  
My Commission Expires 5/31/2021





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

*Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.*

**INSTRUCTIONS:**

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

**CHECK ONE:**  Initial Certification  12 Month Anniversary Update (Multi-year contracts only.)

Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

**GIFT CERTIFICATION:**

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

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

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or 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 request 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.

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

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

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

**Lawful Campaign Contributions to Candidates for the General Assembly:**

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

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

ABCD, Inc.

Charles B. Tisdale

Printed Contractor Name

Printed Name of Authorized Official

X Charles B. Tisdale  
Signature of Authorized Official

Subscribed and acknowledged before me this

11 day of January 2017

Indi A Hayes  
Commissioner of the Superior Court (or Notary Public)

5/31/2021  
My Commission Expires

INDI AMELIA HAYES  
NOTARY PUBLIC OF CONNECTICUT  
My Commission Expires 6/31/2021



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

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

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

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

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

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

Consultant's Name and Title Name of Firm (if applicable)

Start Date End Date Cost

Description of Services Provided:

Is the consultant a former State employee or former public official? [ ] YES [ ] NO

If YES: Name of Former State Agency Termination Date of Employment

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

Printed Name of Bidder or Contractor Signature of Principal or Key Personnel Date Charles B. Tisdale

Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this 11 day of January 2017.

Commissioner of the Superior Court or Notary Public

5/31/2021

My Commission Expires

INDI AMELIA HAYES NOTARY PUBLIC OF CONNECTICUT My Commission Expires 5/31/2021





STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws\* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

\* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website

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

Action for Bridgeport Community Development, Inc.
Printed Contractor Name

Charles B. Tisdale
Charles B. Tisdale, Executive Director

Office of Early Childhood
Awarding State Agency

Subscribed and acknowledged before me this 23 day of January, 2017.

Indi Amelia Hayes
Commissioner of the Superior Court or Notary Public

INDI AMELIA HAYES
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 5/31/2021



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: \_\_\_\_\_

INSTRUCTIONS:

CHECK ONE: [ ] Initial Certification. [ ] Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- [ ] Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
[ ] Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
2) "Respondent" means the person whose name is set forth at the beginning of this form; and
3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- [ ] Respondent has made no direct investments 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.
[ ] Respondent has either made direct investments 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, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement. ABCD, Inc. Charles B. Tisdale

Printed Respondent Name

Printed Name of Authorized Official

X Charles B. Tisdale
Signature of Authorized Official

Subscribed and acknowledged before me this 11 day of January, 2017.

Indie A. Hayes
Commissioner of the Superior Court (or Notary Public)

5/31/2021
My Commission Expires

INDIE AMELIA HAYES
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 5/31/2021

# WORKFORCE ANALYSIS

Contractor Action for  
Bridgeport Community  
Development, Inc.

Address 1070 Park Avenue,  
Bridgeport, CT .06604

Number of Connecticut Employees	
Full-time: <input type="text"/>	Part-time: <input type="text"/>
Employment figures obtained from	
Visual Check <input type="checkbox"/>	Employment Records <input checked="" type="checkbox"/>
Other <input type="checkbox"/>	Contractor «ContractorOrg»¶ Num

JOB CATEGORIES	TOTALS	WHITE (Not of Hispanic Origin)		BLACK (Not of Hispanic Origin)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMER. INDIAN OR ALASKAN NATIVE		PERSON WITH DISABILITIES	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials & Managers	48	1	6	5	25	2	7	0	2	0	0		
Professionals	136	1	14	5	68	4	39	2	3	0	0		
Technicians	2	1	0	1	0	0	0	0	0	0	0		
Service Workers	0	0	0	0	0	0	0	0	0	0	0		
Office & Clerical	136	0	5	12	67	2	45	0	5	0	0		
Craft Workers (Skilled)	0	0	0	0	0	0	0	0	0	0	0		
Operators (Semi-Skilled)	0	0	0	0	0	0	0	0	0	0	0		
Laborers (Unskilled)	90	1	5	17	48	1	18	0	0	0	0		
<b>TOTALS</b>	<b>412</b>	<b>4</b>	<b>30</b>	<b>40</b>	<b>208</b>	<b>9</b>	<b>109</b>	<b>2</b>	<b>10</b>	<b>0</b>	<b>0</b>		
Totals One Year Ago													

## FORMAL ON-THE-JOB-TRAINEES

Apprentices													
Trainees													

1. Have you successfully implemented an Affirmative Action Plan?

Yes  No  If yes, date of implementation  ; If no, explain

Do you promise to develop and implement a successful Affirmative Action Plan?

Yes  No  N/A  Explain:

2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-17 of the Connecticut Department of Labor Regulations, inclusive:

Yes  No  N/A  Explain:

3. According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area?

Yes  No  Explain:

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?

Yes  No  Explain:

N/A

Authorized Signature:

*Charles B. Tisdale*

Date:

*Jan. 11, 2017*