

**REQUEST FOR ADDITIONAL APPROPRIATION**

Instructions: Complete all information in Parts A and B. Have Director/ Department Head sign and date on appropriate lines in Part C. Forward original to OPM Director, 10th Floor. OPM Director will forward to the Boards. Submit to OPM by the 20th of the month in order to be included on the next Board of Finance and Representatives meeting agendas.

Part A - Account Information

Grant Year

**FY 23-24**

Project #	GF3000042		Dept. Name	Stamford Police Department
Revenue #	2800-3300-432102-0000-000	\$88,330	Account Title	State Funds- DPH
Expend. #	2800-3300-530321-0000-000	\$41,850	Account Title	Community Violence Intervention & Prevention / contracted Services
Expend. #	2800-3300-512301-0000-000	\$46,480	Account Title	Community Violence Intervention & Prevention / Overtime

Source: 100% Grant Funded State (DPH)

**Request Amount** **\$88,330**


Previous Year's Expenditure	\$ -
Department Request	_____
Approved by Mayor	_____
Approved by Finance Board	_____
Approved by Board of Reps.	_____
Revised Budget	_____
Balance in Account	_____
Projected Exp. & Enc.	\$ -


Part B - Request Description and Supporting Calculations

This project will enhance and expand crime prevention efforts geared towards high risk youth and young adults. Grant funds will be utilized to have police officers participate in the Juvenile Review Board, conduct Anti-Violence Training and a Youth Mentoring Program. Funds will also be utilized to contract with Domus to enhance their Project New Hope Program and to Liberation Programs to conduct Empathy Training. Project is 100% grant funded.

Part C - Approvals


  
Timothy Shaw (Oct 17, 2023 16:45 EDT)  
 Timothy Shaw, Chief of Police

  
Eida Sinani (Oct 20, 2023 16:19 EDT)  
 Eida Sinani, Director OPM Oct 20, 2023

  
Louis DeRubeis (Oct 26, 2023 13:23 EDT)  
 Louis DeRubeis, Director of Public Safety

  
Benjamin Barnes (Oct 26, 2023 13:23 EDT)  
 Benjamin Barnes, Director of Administration Oct 26, 2023

  
Anita Carpenter (Oct 30, 2023 13:39 EDT)  
 Anita Carpenter, Grants Officer

  
Caroline Simmons (Oct 30, 2023 13:39 EDT)  
 Caroline Simmons, Mayor Oct 30, 2023

## Subaward Agreement Non-Federal

Institution: ("Connecticut Children's") Name: Connecticut Children's Medical Center Address: 282 Washington Street Hartford, CT 06106	Institution/Organization ("Collaborator") Name: City of Stamford Police Department Address: 725 Bedford Street, Stamford, CT 06904				
Awarding Agency CT Department of Public Health	Subaward Number 23-179749-02				
Subaward Period of Performance 8/1/2023 – 6/30/2024	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Amount Funded this Action</td> <td style="width: 50%; text-align: center;">Amount Funded to Date</td> </tr> <tr> <td style="text-align: center;">\$88,330.00</td> <td style="text-align: center;">\$88,330.00</td> </tr> </table>	Amount Funded this Action	Amount Funded to Date	\$88,330.00	\$88,330.00
Amount Funded this Action	Amount Funded to Date				
\$88,330.00	\$88,330.00				
Project Title: Community Violence Intervention & Prevention Services					

### General Terms and Conditions

- (1) Connecticut Children's hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this Subaward are as specified in Attachment 3. In its performance of Subaward work, Collaborator shall be an independent entity and not an employee or agent of Connecticut Children's.
- (2) Connecticut Children's shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include dates of service, current and cumulative costs, subaward number, and signed certification as to truth and accuracy of invoice. *Invoices that do not reference Connecticut Children's subaward number shall be returned to Collaborator.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 2.
- (3) A final statement of cumulative costs incurred, marked "FINAL", must be submitted to Connecticut Children's Administrative Contact NOT LATER THAN **thirty (30)** days after subaward end date. The final statement of cumulative costs shall constitute Collaborator's final financial report.
- (4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.
- (5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 2. Technical reports are required as shown above, "Reporting Requirements."
- (6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward Agreement should be directed to the appropriate party's Administrative Contact, as shown in Attachment 2. Any such changes made to this Subaward Agreement require the written approval of each party's Authorized Official, as shown in Attachment 2.
- (7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- (8) Either party may terminate this Subaward Agreement with thirty (30) days written notice to the appropriate party's Administrative Contact, as shown in Attachment 2. Connecticut Children's shall pay Collaborator for all allowable, noncancellable obligations in the event of termination by Connecticut Children's.
- (9) No-cost extensions require the approval of the Connecticut Children's. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 2, not less than thirty (30) days prior to the desired effective date of the requested change
- (10) The Subaward is subject to the terms and conditions of the Prime Award attached as Attachment 4 and other special terms and conditions identified in Attachment 1.

By an Authorized Official of Connecticut Children's:  <hr style="width: 80%; margin-left: 0;"/> Name <u>R. Moses Vargas</u> Date _____ Title <u>SVP &amp; Chief Legal Officer</u>	By an Authorized Official of Collaborator:  <hr style="width: 80%; margin-left: 0;"/> Name _____                      Date _____ Title _____
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**Attachment 1  
Subaward Agreement  
Non-Federal  
#23-179749-02**

**Additional terms and conditions:**

**1. Title to equipment**

Title to equipment costing \$500 or more that is purchased or fabricated with research funds or collaborator cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the collaborator upon acquisition without further obligation to the awarding agency subject to the conditions specified in the awarding agencies policy statements.

**2. Choice of Law and Choice of Forum**

This Subaward Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. In the event of any such dispute between the parties, the parties agree that venue shall lie exclusively in a federal or state court of competent jurisdiction located in the State of Connecticut.

**3. Entirety of agreement**

This Subaward Agreement constitutes the entire understanding between the parties. No other terms and conditions, be they consistent, inconsistent, or additional to those contained herein, shall be binding upon either party to this Agreement unless and until such terms and conditions shall have been specifically accepted in writing by both parties.

**4. Record Keeping and Access**

The Collaborator 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 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.

**5. No Exclusion**

Collaborator represents and warrants that it is not debarred, excluded, or suspended from or otherwise ineligible to participate in any federal or state healthcare program, including Medicare or Medicaid. Collaborator shall immediately notify Connecticut Children's in the event that it is debarred, excluded, or suspended from or otherwise becomes ineligible to participate in a federal or state healthcare program, whereupon Connecticut Children's, notwithstanding any other termination provisions in this Subaward Agreement, shall have the right to immediately terminate this Subaward Agreement without penalty.

**6. Intellectual Property**

It is recognized and understood that all existing trademarks, copyrights, patents, processes, inventions and technologies, or other intellectual property (the "Intellectual Property") of Collaborator and Connecticut Children's are their respective separate property, and are not affected by this Agreement. No party shall have any claims to or rights in such existing Intellectual Property of any other party. Any modification or improvement to a party's Intellectual Property, regardless of the source of such modification or improvement, shall be owned solely by the original owner of such Intellectual Property.

**Attachment 2  
Subaward Agreement  
Non-Federal  
#23-179749-02**

Connecticut Children's Contacts	Collaborator Contacts
<p>Administrative Contact</p> <p>Name: Suzanne Setterberg Address: Connecticut Children's Medical Center 282 Washington Street Hartford, CT 06106</p> <p>Telephone: (860) 837-5398 Fax: 860-837-5826 Email: Ssetterberg@connecticutchildrens.org</p>	<p>Administrative Contact</p> <p>Name: Address:</p> <p>Telephone: Fax: Email:</p>
<p>Project Director</p> <p>Name: Kevin Borrup Address: Connecticut Children's Medical Center 282 Washington Street Hartford, CT 06106</p> <p>Telephone: (860) 837-5309 Fax: Email: kborrup@connecticutchildrens.org</p>	<p>Project Director</p> <p>Name: Address:</p> <p>Telephone: Fax : Email:</p>
<p>Financial Contact</p> <p>Name: Kevin Borrup Address: Connecticut Children's Medical Center 282 Washington Street Hartford, CT 06106</p> <p>Telephone: 860-837-5309 Fax: 860-837-5826 Email: kborrup@connecticutchildrens.org</p>	<p>Financial Contact</p> <p>Name: Address:</p> <p>Telephone: Fax: Email:</p>
<p>Authorized Official</p> <p>Name: R. Moses Vargas Address: Connecticut Children's Medical Center 282 Washington Street Hartford, CT 06106</p> <p>Telephone: Fax: Email: mvargas@connecticutchildrens.org</p>	<p>Authorized Official</p> <p>Name: Address:</p> <p>Telephone: Fax: Email:</p>

**Attachment 3  
Subaward Agreement  
Non-Federal  
#23-179749-02**

Collaborator shall provide the services for community-based violence intervention programs outlined in the attached response to RFP# IPC1-2023 and in accordance with the included budget. Invoices should be sent monthly to Kevin Borrup at [kborrupt@connecticutchildrens.org](mailto:kborrupt@connecticutchildrens.org).

Collaborator shall submit monthly financial and program reports, participate in subrecipient meetings every two months and participate in a bi-annual subrecipient showcase meeting.

The parties anticipate that this Subaward Agreement shall be extended for an additional two years through July 31, 2026.

Mayor  
CAROLINE SIMMONS



GRANTS OFFICER  
Anita Carpenter  
Phone: (203) 977-4911  
FAX: (203) 977-4723  
Email: [acarpenter@stamfordct.gov](mailto:acarpenter@stamfordct.gov)

**CITY OF STAMFORD**  
**OFFICE OF ADMINISTRATION**  
888 WASHINGTON BOULEVARD  
P.O. BOX 10152  
STAMFORD, CONNECTICUT 06904-2152

July 7, 2023

Mr. Kevin Borrup  
Executive Director  
Injury Prevention Center  
Connecticut Children's Medical Center  
282 Washington Street  
Hartford, CT. 06106

Dr. Borrup:

Attached is the Stamford Police Department's Community Violence Intervention & Prevention Services grant application. The Stamford Police Department seeks grant funding to enhance two existing crime prevention programs that have been very successful in our community.

Please contact me, or Project Director Assistant Chief Silas Redd at (203) 977-4427 or [sredd@stamfordct.gov](mailto:sredd@stamfordct.gov) if you have any questions regarding our application. On behalf of the Stamford Police Department, we appreciate your consideration of our applications.

Respectfully,

Joe Hickey  
Grants Coordinator  
City of Stamford  
888 Washington Boulevard  
Stamford, CT. 06901  
(203) 977-4156  
[jhickey@stamfordct.gov](mailto:jhickey@stamfordct.gov)

## PROPOSAL

### 6.1 Title Page

RFP Subject and Number: Community Violence Intervention & Prevention Services  
RFP # IPCI-2023

Bidder's Name and Address: City of Stamford Police Department  
725 Bedford Street  
Stamford, CT. 06901

Bidder's Contact Person: Assistant Chief Silas Redd  
Stamford Police Department  
725 Bedford Street  
Stamford, CT. 06901  
{203} 977-4427  
[sredd@stamfordct.gov](mailto:sredd@stamfordct.gov)

Proposal Date: July 10, 2023

## **6.2 Table of Contents**

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### 6.3 Documentation of Bidder's Qualifications

The City of Stamford Police Department (SPD) has received and successfully implemented and closed out dozens of federal, state, local and foundation grants. The SPD works in conjunction with the City of Stamford Grants Office to secure, implement and sustain grant projects. The SPD works with a vast array of community partners in several disciplines on grant-related projects. For this project the SPD will work with Domus Kids, Inc, a local non-profit dedicated to positive youth development for high-risk youth, and Liberation Programs, a local non-profit that provides treatment and prevention services for mental health and substance use disorders through education and prevention services. The SPD will also partner with the Police Activities League, (PAL) Foundation to host trainings for youth participants at their PAL Facility. The City of Stamford has a long history of collaborating with all these agencies and seeks DPH funding to enhance several existing crime prevention programs targeting high-risk youth. Some examples of grant projects that the SPD have successfully implemented include:

- 3 consecutive awards from the Office of Violence Against Work (OVW) to establish and enhance a community response to the issue of domestic violence,
- BJA's FY 21 Connect & Protect, Justice and Mental Health Collaboration grant that embedded a full-time and part-time clinical social worker in the SPD's Behavioral Health Unit. This was the first program of its kind in the State of Connecticut,
- COPS FY 21 Microgrant to establish a Police Activities League (PAL) Program for high-risk youth in a high poverty/crime neighborhood in Stamford.
- COPS FY 21 Community Development Award to have the SPD achieve Accreditation status. Through this project the SPD achieved TIER 3 Accreditation status, the highest level in the State of Connecticut
- COPS FY 22 COPS Hiring grant to hire additional police officers.

The City of Stamford Grants Office assists the SPD by monitoring all awards for grant compliance and ensuring that all grant requirements and regulations, including all reporting requirements are submitted in a timely fashion according to the requirements of the solicitation. The Grants Office will be responsible for monitoring compliance with the terms of the contract associated with this opportunity and will ensure that all deliverables and reporting requirements are submitted in a timely fashion.

The City of Stamford will provide any documentation the IPC may request to validate the SPD's capacity to fulfill the requirements of this RFP.

## **6.4 Approach to Project**

### **A. Introduction and Problem Statement**

The City of Stamford has experienced a recent upswing in violent criminal behavior fueled by an increase in youth-related violence. The alarming increase in the violent nature of youth-related criminal activity calls for an enhanced crime prevention response. The Stamford Police Department (SPD) and Domus Kids, Inc., a local non-profit dedicated to positive development for high-risk youth, collaborate on several youth crime prevention/restorative justice programs. The SPD will utilize IPC funding to implement a comprehensive approach to enhance two successful youth crime prevention programs, the Juvenile Review Board (JRB) and Project New Hope (PNH) to address the increase in youth-related violent behavior. The target population for this project are high-risk youth ages 12-18 who have demonstrated a proclivity to engage in violent, criminal, or anti-social behavior.

The JRB is a diversionary program for first time juvenile offenders who commit misdemeanor offenses to divert them from the juvenile justice system. The program is based on the Balanced and Restorative Justice philosophy which focuses on accountability and appropriate consequences, repairing harm, and restoring the relationship between the victim and offender. Recently, a Vaping Diversionary component has been added to the program for first time vaping/marijuana/THC offenders to make them aware of the danger and consequences of vaping. Last year 140 youth were referred to the JRB for offenses such as Assault 3<sup>rd</sup>, Possession of a Dangerous Weapon, or Threatening that, although a misdemeanor, can lead to more serious violent criminal behavior. For these youth, our program will enhance their JRB Contract to include attending Anti-Violence Classes and Empathy Training and when appropriate, provide the youth a police mentor. The enhanced intervention services will provide valuable education to the youth to not only avoid violent behavior but reinforce prosocial activities.

The second program that will be enhanced through this project is PNH. PNH is a street outreach program operated by Domus. The targeted population for this project will be youth ages 12-18. The program focuses on youth who are involved in, or at high risk of becoming involved in gangs, crime and/or drugs. Domus utilizes Outreach Workers to identify youth in crisis and develop tailored strategies to meet an individual's unique situation. Typical interventions include job skills training, training in de-escalation techniques, life and work skills curriculum, and referrals to outside service providers. Last year Domus provided services to 464 youth through PNH. Youth involved in PNH and those referred from the JRB will both attend the Anti-Violence Training and Empathy Training to be held at the Police Activities League (PAL) Program housed at the Chester Addison Community Center in the high crime/poverty west side neighborhood of Stamford. The enhanced crime prevention efforts will supplement these successful programs to add an additional layer to the SPD's and community partners crime prevention arsenal.

### **B. Goal and Objectives**

The goal of the project is to reduce the pattern of violent behavior by high-risk youth by 20%. The objective is to have youth in the JRB successfully complete their Contract, avoid committing a criminal offense, and re-engage in prosocial activities in school, with their peers and families. The objective for youth in PNH is to reconnect them to school or employment opportunities, and to help them break the cycle of violence, arrest, and incarceration. The SPD and Domus will evaluate the projects effectiveness by the number of engaged youths who avoid committing another offense, re-engage in school or connect with employment opportunities. Also, each youth who participates will complete a pre and post trainings survey. The results of these surveys will provide invaluable insight on the effectiveness of the trainings and allow for revisions to the curriculum if needed.

### **C. Target Population**

The target population for this project are high-risk youth ages 12-18 who are involved in either the JRB or PNH, and as such, have a history of being involved in violent, criminal and/or anti-social behavior. The vast majority of the youth are from traditionally underserved populations and reside in high crime/poverty neighborhoods. The degree of pre-existing criminal involvement will vary by participant, but all will have engaged in some form of previous criminal or anti-social activity. The project will provide enhanced crime intervention and prevention services to provide youth with the tools and techniques to avoid further criminal activity and be successful productive members of the community as they enter adulthood.

### **D. Detailed Program Description**

Our project will enhance two youth crime prevention/restorative justice programs, the JRB & PNH to address the increase in violent activity among youth in Stamford. Our project will implement a comprehensive approach to provide youth in both programs with additional training designed to curb criminal and anti-social behavior, as well as provide them with invaluable life skills training to increase their capacity to be productive members of the community.

First time youth offenders who commit a misdemeanor offense and admit guilt are referred to a diversionary JRB program to divert them from the juvenile justice system. The program is operated by Domus and held at the Police Department. The youth and their parents/guardians meet with the JRB Board comprised of multiple community stakeholders such as the SPD, juvenile probation, school officials, and community leaders, to discuss the case with the youth and their families. Youth are provided a Case Manager and are enrolled in the program for 3 months with scheduled hearings twice per month. Goal Contracts are developed for each participant that takes the place of juvenile court sentences. The youth are expected to complete their contracts, avoid further criminality, and then their records are cleared. Those youth who have committed certain offenses that can often lead to more serious crimes, will be referred to Domus' PNH as a part of their Goal Contract.

PNH is comprised of youth ages 12-18 who have already, or at a greater risk of, engaging in criminal behavior. Domus employs Outreach Workers to engage in positive youth development. Some of the interventions employed by PNH includes, counseling, homework assistance, small group social and emotional skills training, mediation skills to help youth interact better with their peers and adults, de-escalation skills, life and work skills training, and referrals to outside service providers if appropriate.

Both groups of youth will be required to attend Anti-Violence Training and Empathy Training. The Empathy Training will be conducted by the Liberation Program, a local non-profit that provides treatment and prevention services for mental health and substance use disorders through education. Liberation Programs has a long history of providing Empathy Training and will tailor the curriculum for these high-risk youth. The youth will also attend Anti-Violence Training once a month. The classes will be taught by certified Police Officers and geared towards high-risk youth. Both trainings will be held at the Police Activities League, (PAL) Foundation facility at a community center in the high crime/poverty west side neighborhood. The SPD was awarded a federal grant from the DOJ COPS Office to contract with the PAL Foundation to establish a program for high-risk youth and police officers to engage in recreational and educational activities, as well as to bolster relationships between the two. We anticipate that many of the youth will become engaged in regular PAL activities which, local crime statistics have shown to have a positive impact on lowering crime in the west side neighborhood. Some of the youth who have engaged in more serious criminal or anti-social behavior will also be given a police mentor. The SPD believes that a mentoring program for these youths is an important component of a strong crime prevention strategy. The mentor will provide guidance and counseling and serve as a role model for the youth. The youth will meet with their mentors once a week also at the PAL Center. Over the course of the grant period, youth will be added to the program, and those JRB participants that successfully complete their project will graduate. We anticipate serving between 200-250 youth in the first year of the program, with plans to expand the numbers served in subsequent years.

Key personnel in the program include Assistant Chief of Police Silas Redd, who oversees the Youth Service Division, and in the past was the Police Coordinator of the JRB. Assistant Chief Redd has decades of experience working with high-risk youth and the local agencies that serve this population, and is therefore, uniquely qualified to serve as Project Manager. Other Police staff includes Lieutenant Jerry Junes the current Youth Division liaison to the JRB and the Police Coordinator of the PAL Program. Lieutenant Junes works with many youth service organizations in Stamford including Domus. Other key staff includes Tom Langan, the Chief Justice Officer for Domus. Mr. Langan has decades of experience working with Stamford's youth and currently manages PNH and provides general oversight of the JRB. Other Domus staff includes Mr. Richard Concepcion the current JRB Program Coordinator. Mr. Concepcion has an intimate knowledge of the youth involved in the JRB and will provide invaluable guidance in the progress of our project. Other staff include the Certified Police Officers who will provide the Anti-Violence training and the Certified Empathy trainers from Liberation Program. These staff members will be instrumental in the success of our project as the enhanced trainings serve as the foundation for youth to avoid any further criminal behavior. All these staff members have collaborated on a

number of youth-related projects over the years and are committed to the enhancement of our crime prevention/restorative justice program.

#### **E. Program Evidence**

The project we are proposing is an enhancement to two existing youth crime prevention/intervention programs that have successfully operated for years. The JRB in Stamford has been in operation since 2006 and has a long-documented history of reducing youth-related criminal and anti-social behavior evidenced by the hundreds upon hundreds of youths who have successfully completed their Goal Contacts and have avoided any further criminal activity. Successful completion of the JRB has also resulted in improved school attendance and performance, and an increase in positive youth development activities in school and into adulthood. We anticipate that the enhanced trainings that will be presented to the JRB youth will serve to further instill positive developmental habits and reduce the probability that these youths will engaged in additional criminal activity.

In much the same vein, **PNH** has been in operation since 2016 and has assisted many hundreds of very high-risk youths including those that had previous involvement with gangs and/or incarceration prior to entering the program. The various interventions including counseling, mentoring, group social and emotional skills training, mediation, de-escalation, and life skills trainings have helped these youth turn their lives around. We anticipate that Anti-Violence training, Empathy training and a mentoring program will only serve to solidify the positive development of these high-risk youth. Additionally, the fact that these youth will have access to the PAL Program to engage in all the positive youth developmental activities offered through that program will add additional layers of crime prevention/intervention programming available to participating youth. The evidence proves that over many years both the JRB & PNH have been extremely successful crime prevention/intervention programs that have helped thousands of high-risk youths from engaging in criminal behavior. We anticipate that our proposed enhancements to both programs will serve to solidify this success.

#### **F. Program Evaluation**

The SPD will utilize several metrics to evaluate the success of the project. Each youth participant will take a pre-project survey which will gauge their perceptions on the appropriateness of their behavior. After taking the trainings and completing the project, each youth will be given a post-project survey which will be used to measure the degree to which their attitudes about their behavior has changed. Other tools to evaluate the project will be the number of JRB referred youth who successfully complete their Goal Contract and remain arrest free for six months post project. We will also evaluate each youth's school records to see if school attendance has increased or if any behavioral issues have been reported in the school environment. Other metrics that will be evaluated include the number of youth served, the number of face-to-face interviews, the number of situations where mediation and/or conflict resolution diffused potential criminal involvement, youth attendance and participation in training sessions, the number of youth who engage with a police mentor and how this interaction has modified their

perception of law enforcement, and the number of PNH youth who were referred to appropriate service providers.

The SPD will work with Domus and IPC staff to closely monitor and evaluate all grant activity. If the evaluation illustrates that revisions to the curriculum or project activities needed to be made, all project partners will be involved in making revisions. Part of the evaluation process will be to determine if additional project partners should be considered to provide a more comprehensive crime prevention/intervention strategy that meets the needs of our youth participants.

**G. Logic Model**

Resources	Activities	Outputs	Short-Term Objectives	Long-Term Objectives
Additional staff to conduct trainings  Program Supplies- and other non-personnel services	Conduct Anti-Violence training	# of youth participants from JRB	Year 1	Beyond Year 1
	Conduct Empathy Training	# of youth participants for PNH	% of Youth successfully completing contract	Decrease in number of high-risk youth arrested for a crime
	Officer Mentoring		% of Youth not engaging in criminal activity	
	Pre and Post Youth Surveys for evaluation	# youth successfully complete their JRB Goal Contract	% of Youth reconnect to school or employment	Increase in number of youth engaging in school or work
	Program Evaluation			
	Grant Compliance/Reporting	# of youth participants not arrested for criminal activity		Decrease in violent offenses committed by youth

**H. Budget**

Our proposed budget includes costs associated with Contracting services to Domus for 50% of Project New Hope staff time dedicated to the project and for additional non-personnel cost itemized in the Contractual Line item below. It also includes Contracting with Liberation Programs for providing Empathy Training. The Other Cost line item includes partial costs associated with contractually obligated overtime costs for Police Officers to participate in the JRB, provide Anti-Violence Training and participation in the Mentoring Program. The SPD and the PAL Foundation will provide in-kind services for space and supplies to be used in the project.

The City of Stamford Grants Office will monitor the award for compliance and submit all required reporting. This will be a cash match portion.

### **Contractual**

The SPD will contract with Domus for partial costs for PNH staff to participate in the program, as well as other non-personnel costs. These costs are estimated as follows:

#### Personnel Services:

Direct Salaries: \$50,000 @ .50 FTE =	\$25,000
Fringe Benefits @ 12% =	\$3,000
Total Personnel Services=	\$28,000

#### Non-Personnel Services:

Travel	\$2,500
Program Supplies	\$450
Telephone	\$600
Computer	\$2,500
Participant Incentives	\$3,000
Total Non-Personnel Services	\$9,220

Total Domus=	\$37,050
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The SPD will also contract with Liberation Programs to conduct Empathy Training once a month for the first year of the project. The estimated costs for this training is as follows:

\$400 per class x 12 classes=	\$4,800
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Total Liberation Programs=	<b>\$4,800</b>
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TOTAL CONTRACTUAL=	<b>\$41,850</b>
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### **Other Costs**

The SPD will utilize grant funds to cover partial overtime costs associated with participation in the JRB, to conduct Ant-Violence Training and to participate in the Mentoring Program. The estimated costs for these items are as follows:

JRB- meets every other week:

\$70hr x 2officers x 4hours per session = \$560 x26 weeks= \$14,560

Anti-Violence Training- 2 officers teach the classes. \$70hr x 4 hrs (2 hrs prep time- 2 hours lecture) x 2 officers= \$560 x 12 classes (once a month) = \$6,720

Mentoring Program- 2 officers serve as mentors once a week- \$70hr x 4 hrs x 2 officers= \$560 x 45 weeks= \$25,200

TOTAL OTHER COSTS= \$46,480

TOTAL PROJECT COSTS {Year 1}= \$88,330

**I. Existing Funding and Partnerships**

The City of Stamford applies for most federal and state funding for the SPD. The SPD does apply directly to some foundation, corporation, or private donation sources, but for the most part the City of Stamford is the entity responsible for seeking grant funds for SPD projects. During the last two years the SPD has been fortunate to receive several federal competitive grant awards as well as targeted grant awards such as the Justice Assistance Grant Awards. Grant awards received in the last two years include FY 21 COPS Microgrant to establish a PAL Program at a local community center. This grant is for \$124,994 which the SPD contracts to the PAL Foundation to manage the program. The project is a 100% crime prevention program geared towards high-risk youth in high crime/poverty neighborhoods. Project partners include, the Stamford Public Schools, Domus, the Ferguson Library, the Stamford Clergy Coalition and a host of other agencies. The SPD utilizes its FY 22 Justice Assistance Grant (JAG) funding for extra police walking patrols in city parks, beaches, and high crime areas. The award is for \$43,464, with 100% allocated for this crime prevention program.

The SPD also received a FY 21 Connect & Protect, Justice and Mental Health grant award from the DOJ COPS Office. The award is for \$550,000 and ends in September 2024. The project embeds a full-time and part-time LCSW from the Recovery Network of Programs (RNP) in the Behavioral Health Unit of the SPD. The project allows for LCSW to respond to calls for service for those in mental distress. The LCSW can make clinical assessments and referrals to appropriate service providers rather than have the person in mental distress engage with the criminal justice system. This project has had an invaluable positive impact on the SPD interaction with those in mental distress. Other partners include the Stamford Hospital, probation, the States Attorney's Office and a host of service providers that our Team refers clients too.

The SPD has also received a FY 21 COPS Community Development Award to achieve Tier 3 Accreditation. The award is for \$74,868. The SPD also received a FY 22 COPS Hiring award for \$750,000 to cover partial salary and fringe benefit costs to hire six police officers. The Accreditation award ends August 31, 2023, and the COPS Hiring Award ends in 2027 (including officer retention requirements). Much of the above-referenced grant awards are directed towards crime prevention/intervention projects. All of the projects have a list of community partners that are actively engaged in project activities. The relatively large number of federal awards illustrates that the SPD is well-equipped to successfully manage projects, including this one, and is recognized as such by federal agencies.



## **J. Sustainability**

The SPD and Domus are committed to sustaining this project after ICP funding ends, either after one year or potentially three years. The City of Stamford Grants Office constantly researches potential funding opportunities to sustain projects. The Stamford Police Foundation also researches potential funding opportunities for SPD projects. Domus also is committed to researching potential funding opportunities to sustain this project. The SPD constantly seeks adding appropriate additional partners that can enhance and expand grant projects. Program expansion typically brings opportunities for additional funding sources. The SPD also researches potential local, state, foundation, and corporations funding sources. Project success also lends the City of Stamford to try to incorporate some costs into the operating budget of the SPD. The SPD is committed to this project beyond the time period of ICP funding.

**Attachment 4  
Subaward Agreement  
Prime Award  
#23-179749-02**

Wherever the term "Contract" is used, "Subaward" shall be substituted. Wherever the term "Contractor" is used, "Collaborator" shall be substituted. Wherever the term "Department" or "State" is used, "Connecticut Children's" shall be substituted. Such substitutions shall not be made where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the Department of Public Health and/or the State of Connecticut.

## TERMS/CONDITIONS

**EXECUTIVE ORDERS AND OTHER ENACTMENTS**

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

**NON-DISCRIMINATION**

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

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

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

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

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

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

**B. Definitions:**

For the purposes of this Contract, the following definitions shall apply:

1. **Connecticut Commission on Community Gun Violence Intervention and Prevention (CGVIP Commission)** is a statutorily created commission (Section 80 of Connecticut Public Act No. 22-118) charged with advising the Department on implementing evidence-based community-focused public health programs and strategies to reduce community gun violence and other forms of community violence in the state.
2. **Connecticut Violent Death Reporting System (CTVDRS)** is an active surveillance system that collects data regarding violent deaths, such as homicides and suicides, in Connecticut.
3. **CTVDRS Advisory Board** is a network of diverse stakeholders such as advocates, educators and leaders concerned with addressing the problem of homicide and suicide and that facilitates the development and monitors the ongoing progress of the Department's CTVDRS data system.
4. **CT HVIP Collaborative** is a statewide partnership between Connecticut Children's, Trinity Health, Hartford Hospital, Mother's United Against Violence, COMPASS Youth Collaborative, and Hartford Communities That Care that strengthens and expands the HVIP safety net across the state through training, research and sharing of best practices.
5. **Everbridge System** is the state-contracted state-wide notification service.
6. **Evidence-based public health strategies** are strategies that utilize the current best available evidence to make decisions in public health service, and develop public health programs and policies for addressing public health issues.
7. **Hospital-based Violence Intervention Program (HVIP)** is a multidisciplinary program within cities that partner with hospitals to identify patients at risk of repeat violent injury and links them with community-based resources aimed at addressing underlying risk factors for violence.
8. **Request for Proposals (RFP)** is a project announcement posted publicly by the Department and Contractor seeking applications by prospective applicants. The RFP defines the project and describes the project, its goals, and outlines the application, scoring process, and timeframe.
9. **RFP Grant Criteria and Award Subcommittee (Grants Subcommittee)** is a subcommittee of the statutorily created Commission on Community Gun Violence Intervention and Prevention (Section 80 of Connecticut Public Act No. 22-118). The Grants Subcommittee is made up of selected Commission members, the Department, and the Contractor.
10. **SMS (or short message services)** is a technology for sending short text messages between mobile phones and electronic devices.
11. **Subrecipients** are individuals or organizations that work on CGVIP initiatives and were awarded the grants through the Contractor's RFP process.

**C. Description of Services**

The Contractor shall:

1. Provide the services described below to coordinate, as detailed below, a statewide competitive grant program via a RFP process to award funding for CGVIP initiatives.

The Contractor shall adhere to the schedules and dates established below for each task.

2. Between May 1, 2023 and July 31, 2023, meet virtually, in-person, or hybrid, as determined by the Department, with the Grants Subcommittee to coordinate a statewide competitive grant program via a RFP process for up to seven (7) grants. Grants shall be awarded to applicants meeting the RFP application criteria and who score in the top seven (7) according to the scoring rubric previously developed by the Grants Subcommittee and included in the RFP announcement. Each of the seven (7) grant awards shall be distributed in three (3) annual installments (from August 1, 2023 to July 31, 2026) of \$88,330 per year for a total of \$264,990 per grant.
3. Carry out the RFP process in the following manner:
  - a. Within five (5) business days of contract execution, send out the RFP announcement (previously developed by the Grants Subcommittee) statewide via the state's Everbridge System and through the Contractor's communications channels.
  - b. By May 19, 2023, the Contractor shall host a RFP applicant conference for prospective applicants interested in applying for the grant funding. The conference will be a virtual two-hour conference organized and conducted by the Contractor and attended by the Grants Subcommittee members and optionally the prospective applicants. The purpose of the conference is to describe the RFP application process, the timeframe of the process, the contents of the RFP application, and who is qualified to apply for funding. The conference shall also include a question-and-answer period for the prospective applicants to ask questions of the Contractor and the Grants Subcommittee.
  - c. Starting June 19, 2023, the Contractor shall select members for the RFP review panel, which includes members from the Grants Subcommittee and the Department, to review and score the applications with a scoring rubric (previously developed by the Grants Subcommittee) and takes into account the applicants' responses to the RFP announcement questions.
  - d. By July 11, 2023, grant up to seven (7) awards to applicants meeting the RFP announcement criteria and who score in the top seven (7) according to the RFP scoring rubric. The Contractor shall distribute each of the seven (7) grant awards in three (3) annual installments (from August 1, 2023 to July 31, 2026) of \$88,330 per year for a total of \$264,990 per grant.
  - e. Starting July 11, 2023, develop drafts of the subrecipient contracts. Subrecipient contract services and deliverables shall be based on the subrecipients' proposed projects described in their RFP applications. By August 15, 2023, the Contractor shall send the draft subrecipient contracts to the Department via email and, within five (5) business days, the Department will send feedback via email to the Contractor. Revisions shall be sent back via email to the Department within five (5) business days. This iterative revision process will continue until approval is given by the Department.
  - f. Start dates for the Department-approved subrecipient contracts shall be on or before August 1, 2023.
  - g. Commencing on or before August 1, 2023 through July 31, 2026, administer all subrecipient grants as subcontracts, including, but not limited to:

- i. Hosting a two-hour virtual, in-person, or hybrid kick-off meeting with subrecipients and the Department within one (1) month of subrecipient contract execution;
- ii. Hosting regularly scheduled meetings virtually, in-person, or hybrid (no less than every two months) starting two (2) months after subrecipient contract execution with subrecipients as a group or individually to share progress of the subrecipients' grant-funded activities and provide technical assistance to subrecipients as needed, especially as it pertains to their project plans, evaluation plans, implementation of planned strategies, activities, and assessments, and budget expenses and financial reports. Technical assistance includes providing examples of plans and financial reports, answering subrecipients' questions, and giving expert guidance as needed.
- iii. Requiring no less than monthly written programmatic progress reports and budget reports from subrecipients. Progress report template and format to be developed by the Contractor; the Department will review and approve the report template before being utilized by subrecipients. The contractor shall share monthly subrecipient reports with the Department for review only. Continued subrecipient funding will be contingent on programmatic progress report compliance.
- iv. Hosting bi-annual (twice per year) virtual, in-person, or hybrid meetings of subrecipients to allow subrecipients to showcase their progress and to provide networking opportunities for subrecipients. Meeting location and structure to be selected at the discretion of the Contractor.

#### **D. Personnel**

1. The Contractor shall perform the activities in Section C through the following personnel:
  - a. One (1) Program Coordinator at 1.0 FTE who shall oversee completion of the RFP process as described above in Section C and develop and manage up to seven (7) grant subrecipient contracts, and
  - b. A Director at 0.1 FTE who shall provide administrative oversight of the Program Coordinator.

#### **C. Required Meetings**

1. The Contractor shall participate in Department-required CGVIP-related Meetings and Committees, as follows:
  - a. Monthly progress update meetings proposed by the Contractor and scheduled by the Department.
  - b. CT HVIP Collaborative meetings.
  - c. CGVIP Commission meetings.
  - d. Bi-annual CTVDRS Advisory Board meetings.
  - e. Other selected meetings as required by the Department.

#### **D. Progress Reporting**

The Contractor shall:

1. Starting July 31, 2023, and quarterly thereafter, submit written quarterly programmatic progress reports to the Department on the activities of the Contractor and the

Contractor's subrecipients via email within thirty (30) days after the end of each quarter. Quarterly progress reports are not required in the same quarter that the annual progress report is due. Quarterly programmatic progress reports are subject to Department approval before continuation of funding.

2. Starting July 1, 2024, and annually thereafter, submit annual written programmatic progress reports to the Department on the activities of the Contractor and the Contractor's subrecipients via email within forty-five (45) days after the end of each contract year. Annual programmatic progress reports are subject to Department approval before continuation of funding.
3. Reports shall be submitted by the Contractor to the Department via email by close of business on the due date indicated.

**Funding Period ONE: 05/01/2023 to 06/30/2023**

Quarter	Reporting Period	Due Date
Q4, FY23	May 1, 2023 to June 30, 2023	July 31, 2023

**Funding Period TWO: 07/01/2023 to 06/30/2024**

Quarter	Reporting Period	Due Date
Q1, FY24	July 1, 2023 to September 30, 2023	Oct. 31, 2023
Q2, FY24	October 1, 2023 to December 31, 2023	January 31, 2024
Q3, FY24	January 1, 2024 to March 31, 2024	April 30, 2024
FY2024 – Annual	July 1, 2023 to June 30, 2024	August 15, 2024

**Funding Period THREE: 07/01/2024 to 06/30/2025**

Quarter	Reporting Period	Due Date
Q1, FY25	July 1, 2024 to September 30, 2024	October 31, 2024
Q2, FY25	October 1, 2024 to December 31, 2024	January 31, 2025
Q3, FY25	January 1, 2025 to March 31, 2025	April 30, 2025
FY2025 – Annual	July 1, 2024 to June 30, 2025	August 15, 2025

**Funding Period FOUR: 07/01/2025 to 06/30/2026**

Quarter	Reporting Period	Due Date
Q1, FY26	July 1, 2025 to September 30, 2025	October 31, 2025
Q2, FY26	October 1, 2025 to December 31, 2025	January 31, 2026

Q3, FY26	January 1, 2026 to March 31, 2026	April 30, 2026
FY2026 – Annual	July 1, 2025 to June 30, 2026	August 15, 2025

**Funding Period FIVE: 07/01/2026 to 07/31/2026**

Quarter	Reporting Period	Due Date
Q1, FY27	July 1, 2026 to July 31, 2026	August 31, 2025

**E. Reports and Report Schedule:**

2. The Contractor shall submit to the Department periodic fiscal, expenditure and cash management reports, as applicable, in the format(s) provided by the Department, in accordance with the following schedule:

a. Fiscal expenditure and cash management reports shall be submitted by the Contractor to [DPH-CGMS-FinReports@ct.gov](mailto:DPH-CGMS-FinReports@ct.gov) on the due date indicated.

**FUNDING PERIOD ONE: 05/01/2023 to 06/30/2023**

REPORTING PERIOD	REPORTS DUE BY
May 1, 2023 to June 30, 2023	August 15, 2023

**FUNDING PERIOD TWO: 07/01/2023 to 06/30/2024**

REPORTING PERIOD	REPORTS DUE BY
July 1, 2023 to July 31, 2023	August 31, 2023
August 1, 2023 to August 31, 2023	September 30, 2023
September 1, 2023 to September 30, 2023	October 31, 20/23
October 1, 2023 to October 31, 2023	November 30, 2023
November 1, 2023 to November 30, 2023	December 31, 2023
December 1, 2023 to December 31, 2023	January 31, 2024
January 1, 2024 to January 31, 2024	February 29, 2024
February 1, 2024 to February 29, 2024	March 31, 2024
March 1, 2024 to March 31, 2024	April 30, 2024
April 1, 2024 to April 31, 2024	May 31, 2024
May 1, 2024 to May 31, 2024	June 30, 2024
June 1, 2024 to June 30, 2024	July 31, 2024

**FUNDING PERIOD THREE: 07/01/2024 to 06/30/2025**

REPORTING PERIOD	REPORTS DUE BY
July 1, 2024 to July 31, 2024	August 31, 2024
August 1, 2024 to August 31, 2024	September 30, 2024
September 1, 2024 to September 30, 2024	October 31, 2024
October 1, 2024 to October 31, 2024	November 30, 2024
November 1, 2024 to November 30, 2024	December 31, 2024
December 1, 2024 to December 31, 2024	January 31, 2025



January 1, 2025 to January 31, 2025	February 28, 2025
February 1, 2025 to February 28, 2025	March 31, 2025
March 1, 2025 to March 31, 2025	April 30, 2025
April 1, 2025 to April 31, 2025	May 31, 2025
May 1, 2025 to May 31, 2025	June 30, 2025
June 1, 2025 to June 30, 2025	July 31, 2025

**FUNDING PERIOD FOUR: 07/01/2025 to 07/31/2026**

<b>REPORTING PERIOD</b>	<b>REPORTS DUE BY</b>
July 1, 2025 to July 31, 2025	August 31, 2025
August 1, 2025 to August 31, 2025	September 30, 2025
September 1, 2025 to September 30, 2025	October 31, 2025
October 1, 2025 to October 31, 2025	November 30, 2025
November 1, 2025 to November 30, 2025	December 31, 2025
December 1, 2025 to December 31, 2025	January 31, 2026
January 1, 2026 to January 31, 2026	February 28, 2026
February 1, 2026 to February 28, 2026	March 31, 2026
March 1, 2026 to March 31, 2026	April 30, 2026
April 1, 2026 to April 31, 2026	May 31, 2026
May 1, 2026 to May 31, 2026	June 30, 2026
June 1, 2026 to June 30, 2026	July 31, 2026
July 1, 2026 to July 31, 2026	August 30, 2026

1. The Contractor shall provide separate expenditure reports for each budgeted program or site separately identified on the Budget(s) included in this Contract.
2. The Contractor's last programmatic and financial reports for each Contract Funding Period shall be cumulative for the entire Contract Funding Period (hereinafter Final Reports) and due no later than forty-five (45) days after the completion of all scheduled work or the end of the Contract Funding Period.
3. The financial Final submission for the Contract Funding Period shall include reports of the subcontractor(s) including award amounts, and subcontractor(s) respective expenditures.
3. The financial Final Reports of the Contractor and subcontractors, for the Contract Funding Period, shall not include any unpaid obligations.
4. The Contractor's reporting obligations under this section (Section G) shall survive any Termination of the Contract or the Expiration of its term.

**E. Budget and Funding:**

1. The Contractor shall adhere to and expend funds in accordance with the Budget(s) included in this Contract.
2. The Contractor shall obtain prior written approval from the Department for any expenditures that exceed a budget line item by more than 20%. In addition, the Contractor shall obtain prior written approval from the Department before reallocating any funds budgeted for one program or site to another program or site within a single budget.

3. If this Contract includes more than one budget, the Contractor shall not commingle the funds provided by the Department for one budget within those provided for any other budget.
4. This Contract includes Federal Financial Assistance, and therefore the Contractor shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). See [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).
5. Future Funding Period Budgets, if not included in this Contract, shall remain the same as that for the latest included Funding Period Budget until, and unless, formally revised via the Department's Budget Revision process or via Contract amendment.
6. **Cash Management:** Funding under this Contract, which includes federal grant funds, is subject to Federal cash management standards as follows:
  - a. The Department, as grantee of such funds, shall monitor cash draw-downs by the Contractor (subgrantee) to minimize the time elapsing between the transfer of funds and the subsequent disbursement of such funds,
  - b. The initial and second payment under this Contract will be a cash advance based on a proportional allocation of funds,
  - c. The Contractor (subgrantee) shall submit to the Department a monthly Financial Reporting and Cash Needs Report in accordance with the Contract Report Schedule,
  - d. The third and successive payments under this contract will be equal in amount to the expenditures reported for the immediately prior Contract reporting period, and
  - e. any payment to be made under this provision may be reduced if cash needs documentation provided by the Contractor (subgrantee) supports such a reduction in payment amount.

**F. Payments and Payment Schedule; Under-expenditures, Surplus or Excess Payments and Refunds:**

1. **Maximum Payment:**
  - a. The total maximum payment for Funding Period 1 shall not exceed \$36,157.
  - b. The total maximum payment for Funding Period 2 shall not exceed \$855,600.
  - c. The total maximum payment for Funding Period 3 shall not exceed \$767,173.
  - d. The total maximum payment for Funding Period 4 shall not exceed \$771,532.
  - e. The total aggregate amount of payment made under this Contract shall not exceed \$2,430,462.
2. **Payment and Payment Schedule:** Payment shall be made according to the following schedule upon the Department's receipt and approval of satisfactorily and timely completed deliverables, reports, and/or the Department's approval of properly executed invoices submitted by the Contractor.
  - a. An initial payment shall be processed by the Department after the later of:
    - i) the Department's receipt of a fully executed Contract,
    - ii) the beginning of the Contract Funding Period, or
    - iii) the Department's receipt of any required additional documentation,

- in an amount derived from the percentage of time the Reporting Period represents in proportion to the entire Contract Funding Period.
- b. A second payment shall be made after the later of:
- i) the Department's receipt of a fully executed Contract,
  - ii) the first day of the second Reporting Period of the Contract Funding Period, or
  - iii) the Department's receipt of any required additional documentation,
- in an amount derived from the percentage of time the Reporting Period represents in proportion to the entire Contract Funding Period.
- c. Subsequent payments during the Contract Funding Period shall be made at the beginning of each Reporting Period as follows:
- i) After receipt and approval of scheduled financial reports and all deliverables or services as submitted by the Contractor, pursuant to the Contract terms and the Report Schedule, and
  - ii) In an amount equal to the amount of expenditures reported and approved on the last submitted financial report.
- d. A final reconciliation shall be made at the end of each Contract Funding Period after receipt and approval of the final financial report for the Contract Funding Period and shall result in:
- i) An additional payment to fully reimburse the Contractor for all reported and approved expenses incurred under the Contract during the Funding Period if all approved expenditures have not been fully reimbursed for the Contract Funding Period, or
  - ii) A demand for reimbursement of funds paid to the Contractor in excess of approved expenditures incurred by the Contractor during the Contract Funding Period, if the Contractor has been paid an amount that exceeds the approved expenditures reported on the final financial report.
2. At the beginning of the term of this Contract, the initial payment, as authorized by the Payment Schedule above, shall be processed by the Department upon the Department's receipt of a fully executed Contract and any required documentation including but not limited to cash management documents.
3. Second and subsequent payments shall be processed by the Department not earlier than the payment schedule date and after the Department receives and approves all deliverables and periodic program, statistical, expenditure, and cash management reports, as submitted or completed by the Contractor, pursuant to the Contract terms and the Report Schedule above.
4. The Department shall notify the Contractor in writing if the Contractor's deliverables or reports are not approved, clearly stating the reason(s) the approval is being withheld and specifying what the Contractor must provide, consistent with the terms of this Contract, to obtain payment.
5. **Reimbursement:** If any payment under this Contract includes reimbursement of direct expenses, such payments made by the Department shall be processed only upon receipt and approval by the Department of invoices and related documentation, as required and requested by the Department under this Contract.
6. **Under-expenditures:** When the Department's review of any financial report or on-site examination of a Contractor's financial records indicates that under-expenditure(s) are

likely to occur by the end of a Contract year, the Department may alter the payment amounts for the balance of the Contract year after giving thirty (30) days written notice to the Contractor.

**7. Payment Reduction:** In addition to applicable provisions of this Contract, the Department reserves the right to reduce payments and withhold funding for any program or site in a Contract for which the Contractor:

- a. has not submitted or completed required deliverables,
- b. has not submitted required reports or audits,
- c. has submitted reports that have not received Department approval, or
- d. has submitted reports that do not support the need for full payment.

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

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

The Contractor shall:

- a. upon demand by the Department at the end of the term of the Contract, remit in full to the Department any:
  - i) funds paid in excess of allowable budgeted costs, and
  - ii) unexpended funds.
- b. not carry funds paid in excess of allowable budgeted costs forward into the following Funding Period or Contract unless requested of, and authorized by, the Department.
- c. be liable for any Department program or financial audit exceptions and return to the Department those payments which have been disallowed upon completion of such audit by the Department or as provided under the provisions of this Contract, within the time specified by the Department in the written notice the Department will provide to the Contractor regarding such refund.
- d. Section F(9) shall survive any Termination of the Contract or the Expiration of its term.

**C. Travel:** For travel, meal and similar expenses allowed by this Contract, the Contractor shall comply with the provisions of Travel Reimbursement Policy for the State of Connecticut, as such policy may be updated or amended periodically, and as found in the following references:

1. <http://portal.ct.gov/DAS/Business-Office/Employee-Travel-Information>, and
2. <http://www.osc.ct.gov/manuals/TravelProc/TravReimbFeb2017.xls>

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

**F. Statutory and Regulatory Compliance:** The Contractor shall comply with all pertinent provisions of local, state, and federal laws and regulations applicable to the Contractor's program.

**G. 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 or any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have, or will have with respect to all

matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

- H. Contract Reduction:** The Department reserves the right to reduce the contracted amount of compensation at any time in the event that: (1) the Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld; or (2) federal funding reductions result in reallocation of funds within the Department.

The Contractor and the Department agree to negotiate on the implementation of the reduction within thirty (30) days of receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within 30 calendar days of such formal notification and a contract amendment has not been executed, the Department may terminate the Contract sixty (60) days from receipt of such formal notification. The Department will formally notify the Contractor of the termination date.

- I. 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 ("ADA") 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 ADA. 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 ADA. As applicable, the Contractor shall comply with § 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.

**J. Contract Revisions and Amendments:**

1. 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 Office of the Connecticut Attorney General.
2. No amendment may be made to a lapsed contract.
3. The Agency may amend this Contract to reduce the contracted amount of compensation if:
  - a. 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
  - b. federal funding reduction results in reallocation of funds within the Agency.
4. 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.

**K. Contractor Changes and Assignment:**

1. The Contractor shall notify the Department in writing:

- a. 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;
  - b. no later than ten (10) days from the effective date of any change in:
    - i) its certificate of incorporation or other organizational document;
    - ii) more than a controlling interest in the ownership of the Contractor; or
    - iii) the individual(s) in charge of the performance.
2. No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Department, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Department's satisfaction, that any individuals retiring or otherwise separating from the 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 Department in accordance with the terms of the Department's written request. The Department 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.
3. **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.
  - a. The Contractor shall comply with requests for documentation deemed to be appropriate by the Department in considering whether to consent to such assignment.
  - b. The Department shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.
  - c. The Department may void any assignment made without the Department's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Department for a Breach shall be without prejudice to the Department's or the State's rights or possible claims against the Contractor.
- C. **Effective Date:** This Contract shall become effective only as of the date of signature by the Department's authorized official(s) and, where applicable, the date of approval by the Attorney General. Upon such execution, this Contract shall be deemed effective for the entire term specified above. This Contract may be amended pursuant to the Contracts Revisions and Amendments provision herein.
- D. **Cancellation and Recoupment:** This Agreement shall remain in full force and effect for the entire term of the Contract period, unless either party provides written notice ninety (90) days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the Contract during the term of the Contract.
  1. The Department may immediately terminate the Contract in whole or in part:
    - a. whenever the Department makes a determination that such termination is in the best interest of the State;

- b. 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; or
    - c. in the event the health or welfare of any service recipients is endangered, and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients.
  - 2. The Department reserves the right to cancel the Contract with thirty days prior notice when the funding for the Contract is no longer available.
  - 3. The Department shall notify the Contractor in writing of such Contract Termination, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Upon receiving the Notice from the Department, the Contractor shall 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 Department all records as identified in "Record Keeping and Access", unless otherwise instructed by the Department in writing, and take all actions that are necessary or appropriate, or that the Department 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 Department and the Contractor shall deliver them to the Department 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 Department for the specified records, whichever is less.
  - 4. Resolution of any dispute concerning cancellation of the Contract shall be decided by the Department 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 Department Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.
  - 5. The Department reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the Contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of program(s) under this Contract shall not be subject to recoupment. The Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under this Contract or any other contract between the state and the Contractor.
- E. **Prohibited Interest:** The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
- F. **Record Keeping and Access:** The Contractor shall maintain books, records, documents, program and individual service records and evidence of its accounting and billing procedures and practices, which sufficiently and properly reflect accountability, transparency, and adherence to results based outcomes in addition to accounting for all direct and indirect costs of any nature incurred in the performance of this Contract. These records shall be subject at

all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, federal agencies. The 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.

**G. Indemnification:**

1. 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 (a) 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 (b) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts of the Contract. The 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 (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) Records, intellectual property rights, other propriety rights of any person or entity, copyrighted or un-copyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
2. The 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.
3. 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. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State of any other person or entity acting under the direct control or supervision of the State.
4. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (a) a certificate of insurance, (b) the declaration page and (c) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) document to the Client Agency. Contractor shall provide and annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
5. This section shall survive the Termination of the Contract, and shall not be limited by reason of any insurance coverage.



- H. Litigation:** The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this Contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this Contract, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the Contract.
- The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.
- I. Program Cancellation:** Where applicable, the cancellation or termination of any individual program or services under this Contract will not, in and of itself, in any way affect the status of any other program or service in effect under this Contract.
- J. Utilization of Minority Business Enterprises:** It is the policy of the State that minority business enterprises should have the maximum opportunity to participate in the performance of government contracts. The Contractor agrees to use best efforts consistent with 45 C.F.R. 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and C.G.S. §§ 13a-95a, 4a-60, to 4a-62, 4b-95(b), and 32-9e to carry out this policy in the award of any subcontracts.
- K. Independent Capacity of Contractor:** The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor will act in an independent capacity and not as officers or employees of the State of Connecticut or the Department.
- L. Lobbying:** The Contractor agrees to abide by state and federal lobbying laws, and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.
- M. Expenditures/Budget:** The Contractor agrees to expend funds in accordance with the included budget and any expenditures that exceed a budget line item by more than 20% must be approved in writing by the Department.
- N. Surplus or Excess Payments:** The Contractor shall, at the end of the Contract period, remit to the Department in full any advanced funds in excess of the allowable costs. The Contractor shall be liable for any Department program or financial audit exceptions and shall return to the Department those payments which have been disallowed upon completion of the audit by the Department or as provided by the terms and conditions of this Contract.
- O. Delinquent Reports:** The Contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the Contractor and an opportunity for a meeting with a Department representative, the Department reserves the right to withhold payments for services performed under this Contract if the Department has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with the Department.
- P. Unspent Funds:** The Contractor shall refund any unexpended funds from each year of the Contract and shall not carry such funds forward into subsequent years.
- Q. Audit Requirements:** The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such

audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor shall comply with federal and state single audit standards as applicable.

**R. 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:

1. its most recent IRS Form 990 submitted to the Internal Revenue Service, and
2. its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the 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.

**S. Default by the Contractor:**

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

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

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

**T. 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.

**U. Subcontracts:** Approval must be obtained from the Department prior to entering into subcontracts for services described in this Contract. The subcontractor's identity, services to be rendered and costs shall be detailed in the Budget Detail of this Contract. No subcontractor may be used or expense under this Contract incurred prior to identification of the subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly provided in this Contract. No subcontractor shall acquire any direct right of payment from the Department by virtue of the provisions of this paragraph or any other paragraph of this Contract. The use of subcontractors, as defined in this clause, shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Department upon request. All subcontracts issued using funds from this Contract shall include provisions requiring such subcontractors to comply fully with all applicable terms and conditions of this original Contract. The Contractor shall be responsible for monitoring the fiscal and programmatic activities of any subcontractor. Reports of subcontractor activities and expenditures must be submitted in the format and at the times required by the Department.

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

1. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractors' Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
2. The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State.
3. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
4. The Contractor shall pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, insufficient to constitute

a breach by the Contractor under this Contract. The Contractor shall remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor.

5. The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of:
  - i) final payment under this Contract,
  - ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
6. 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.
7. The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

W. This Agreement includes Federal Financial Assistance that is subject to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

X. **Confidential Information:**

1. **Definitions:**

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

the integrity of the Confidential Information; or (iv) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or the State.

**2. Protection of Confidential Information:**

- a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- b. Each Contractor or Contractor Party shall implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
  - i) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - ii) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - iii) A process for reviewing policies and security measures at least annually;
  - iv) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - v) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The 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 Confidential Information which Contractor or Contractor Parties possess or control has been subject to a Confidential Information Breach. If a Confidential 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 Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The 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 Confidential 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 the Health Insurance Portability and Accountability Act (HIPAA) or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

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

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

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

**AA. Transition after Termination or Expiration of Contract:**

- 1. 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 Department 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 Contractor

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.

2. If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Department 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 Department 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 Department specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Department no later than sixty (60) days from the date that the Contractor receives Notice.

**BB. Safeguarding Client Information:** The Department and the Contractor agree to safeguard the use, publication and disclosure of information on all applicants for and all clients who receive service under this Contract with all applicable federal and state law concerning confidentiality.

**CC. 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 17a-101q, inclusive, 17a-102a, 17a-103, through 17a-103e, inclusive, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services for the State); and C.G.S. § 17a-412 (relative to elderly persons).

**DD. Suspension or Debarment:** Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:

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

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

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

1. **Choice of Law and Choice of Forum:** The Contractor agrees to be bound by the laws of the State of Connecticut and the federal government where applicable, and agrees that this Contract shall be construed and interpreted in accordance with Connecticut law and Federal law where applicable.
2. **Settlement of Disputes:** Any dispute concerning the interpretation or application of this Contract shall be decided by the Commissioner of the Department or his/her designee whose decision shall be final subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Commissioner pursuant to this provision, the Contractor shall be afforded an opportunity to be heard and to offer

evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Department shall proceed diligently with the performance of the Contract.

3. **Office of the Claims Commissioner:** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

FF. **Health Insurance Portability and Accountability Act of 1996:** Notwithstanding the language in subsection 3 of this Contract Section, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity. The Contractor  IS or  IS NOT CURRENTLY a Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended.

1. If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 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.
2. 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
3. The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
4. The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
5. The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").
6. **Definitions:**
  - a. **"Breach"** shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
  - b. **"Business Associate"** shall mean the Contractor.
  - c. **"Covered Entity"** shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
  - d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.



- e. **“Electronic Health Record”** shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
  - f. **“Individual”** shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - g. **“Privacy Rule”** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
  - h. **“Protected Health Information” or “PHI”** shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. §160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
  - i. **“Required by Law”** shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
  - j. **“Secretary”** shall mean the Secretary of the Department of Health and Human Services or his designee.
  - k. **“More stringent”** shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
  - l. **“This Section of the Contract”** refers to the HIPAA Provisions stated herein, in their entirety.
  - m. **“Security Incident”** shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
  - n. **“Security Rule”** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
  - o. **“Unsecured protected health information”** shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.
- 7. Obligations and Activities of Business Associates:**
- a. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
  - b. Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
  - c. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
  - d. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
  - e. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

- f. Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate, agrees to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- g. Business Associate agrees to provide access, (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- h. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- j. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. §17935) and any regulations promulgated thereunder.
- k. Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (7)(j) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. §17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. §17935) and any regulations promulgated thereunder.
- l. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- m. Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- n. In the event that an Individual requests that the Business Associate:
  - i) restrict disclosures of PHI;

- ii) provide an accounting of disclosures of the Individual's PHI;
  - iii) provide a copy of the Individual's PHI in an electronic health record; or
  - iv) amend PHI in the Individual's designated record set;

the Business Associate agrees to notify the Covered Entity; in writing, within five (5) business days of the request.
- o. 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:
  - i) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
  - ii) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.
- p. Obligations in the Event of a Breach.
  - i) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
  - ii) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a 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 PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
  - iii) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
    - 1) A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
    - 2) A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
    - 3) The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.

- 4) A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
  - 5) Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- iv) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (7)(p)(iii) of this Section and determine whether, in its opinion there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
  - v) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a 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 164.406.
  - vi) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
  - vii) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
8. **Permitted Uses and Disclosure by Business Associate:**
- a. **General Use and Disclosure Provisions:** Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - b. **Specific Use and Disclosure Provisions:**
    - i) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

- ii) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- iii) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

**9. Obligations of Covered Entity:**

- a. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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

**11. Term and Termination:**

- a. **Term:** The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with subsection (7)(j) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. **Termination for Cause:** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
  - ii) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

iii) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

c. **Effect of Termination:**

i) Except as provided in subsection (11)(b) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with subsection (7)(j) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This subsection shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

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

12. **Miscellaneous Sections:**

- a. **Regulatory References:** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- b. **Amendment:** The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104191.
- c. **Survival:** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- d. **Effect on Contract:** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- e. **Construction:** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- f. **Disclaimer:** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, 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.

- g. Indemnification:** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including 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.

**GG. Campaign Contribution Restriction:** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "SEEC Form 10: [Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations.](#)"

**HH. Whistleblowing:** This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

**II. Summary of Ethics Laws:** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes:

- a. the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract;
- b. the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law;

- c. prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law;
- d. failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and
- e. each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

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

1. That no gifts were made by:
  - a. the Contractor,
  - b. any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or
  - c. any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to
    - i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or
    - ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
2. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
3. That the Contractor submitted bids or proposals without fraud or collusion with any person.

**KK. Large State Contract Representation for Official or Employee of State Agency:** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the most qualified person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

**LL. Iran Energy Investment Certification:**

- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the



Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

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

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

**NN. Consulting Agreements Representation:** Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

N/A

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

Start Date	End Date	Cost

The basic terms of the consulting agreement are:

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Description of Services Provided:

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Is the consultant a former state employee or former public official?  YES  NO

If YES:

\_\_\_\_\_  
Name of Former State Agency

\_\_\_\_\_  
Termination Date of Employment

**(Space intentionally left blank)**



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

**Please note:** A copy of, or a hyperlink to, the electronic version of this notice must be provided in the bid specifications or requests for proposals for a state contract. Notice of the contribution certification requirements detailed below must also be given. No state agency or quasi-public agency shall execute a state contract unless such contract contains a representation that the chief executive officer or authorized signatory of the contract has received such notice and the written certifications have been provided by the state contractor.

### 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.

### CERTIFICATION REQUIREMENT

A state contractor or prospective state contractor submitting a bid or proposal for a state contract must disclose on the certification form (typically OPM Form 1,) all contributions made by any of its principals to any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for the benefit of such candidates *for a period of four years prior* to the signing of the contract or date of the response to the bid, whichever is longer, and certify that all contributions have been disclosed.

Furthermore, a state contractor or prospective state contractor submitting a bid or proposal for a state contract shall certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, *in the previous four years*, that were determined by the State Elections Enforcement Commission to be in violation of General Statutes § 9-612, without mitigating circumstances being found.

Each certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an up-dated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

For further information on the notice and certifications, and to find answers to many questions raised by this notice, please see the Frequently Asked Questions – State Contractors section of the Commission's website at <https://seec.ct.gov/Portal/SCCB/FAQs>.



## PENALTIES FOR VIOLATIONS

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

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

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

## CONTRACT CONSEQUENCES

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

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

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

Additional information about state contractors campaign finance limitations may be found on the website of the State Elections Enforcement Commission, <https://portal.ct.gov/seec>. Click on the link to “State Contractor and Lobbyist Provisions.”

## 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 them-selves 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.



### DEFINITIONS (Continued)

“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 fundraising 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, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, 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.