



Original Contract Number: \_\_\_\_\_  
 Amendment Number: \_\_\_\_\_  
 Maximum Contract Value: **\$741,389.00**  
 Contractor Contact Person: **Evonne Klein** Tel: (860) 721-7876  
 DOH Program: **Katie Durand** Tel: (860) 270-8076

**STATE OF CONNECTICUT**  
**PURCHASE OF SERVICE CONTRACT**  
 (“POS”, “Contract” and/or “contract”)  
 Effective July 1, 2019 revised October 19, 2018

The State of Connecticut      DEPARTMENT OF HOUSING

Street:    505 HUDSON STREET

City:    HARTFORD      State:    CT      Zip:    06106

Tel#:    (860) 270-8262      (“Agency” and/or “Department”), hereby enters into a Contract with:

Contractor’s Name:      CONNECTICUT COALITION TO END HOMELESSNESS, INC.

Street:    257 LAWRENCE STREET

City:    HARTFORD      State:    CT      Zip:    06106

Tel#:    (203) 339-6318

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

<b>Contract Term/Effective Date</b>	This Contract is in effect from <b>07/01/21</b> through <b>06/30/22</b> .
<b>Statutory Authority</b>	The Agency is authorized to enter into this Contract pursuant to § 4-8 and 8-206, 8-358, 8-359a and 8-359c as applicable of the Connecticut General Statutes (“C.G.S.”).
<b>Set-Aside Status</b>	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
<b>Contract Amendment</b>	Part I of this Contract may be amended only by means of a written instrument signed by the Agency, the Contractor, and, if required, the OAG. Part II of this Contract may be amended only in consultation with, and with the approval of, the OAG and the State of Connecticut, Office of Policy and Management (“OPM”).

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

If to the Agency:	<b>STATE OF CONNECTICUT</b> <b>DEPARTMENT OF HOUSING</b> <b>505 HUDSON STREET</b> <b>HARTFORD, CT 06106</b> <b>Attention: Katie Durand</b>	If to the Contractor:	<b>CONNECTICUT COALITION TO END HOMELESSNESS, INC.</b> <b>257 LAWRENCE STREET</b> <b>HARTFORD, CT 06106</b> <b>Attention: Evonne Klein</b>
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Not forgoing the notice requirements herein, whenever practicable and permissible, the Contractor and the Agency shall communicate via electronic mail. This shall include, but not be limited to, electronic submission of contract documents and reports.

A party may modify the addressee or address for Notices by providing fourteen (14) days’ prior written Notice to the other party. No formal amendment is required.

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

The Contractor shall provide the following specific services for the **Department of Housing's (DOH or Department) Individual and Family Support Program(s)** and shall comply with the terms and conditions set forth in this Contract as required by the Department, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget. No sections contained in this Part I shall be interpreted to negate, supersede or contradict any section of Part II. In the event of any such inconsistency between Part I and Part II, the sections of Part II shall control.

### **A. DOH IFSP Master Template List of Definitions:**

- 1. Annual Homeless Assessment Report (AHAR)** – a HUD required report that is based on information entered into HMIS.
- 2. Continuum of Care** – a federal housing program that provides funding for rental assistance and support services for homeless individuals and families. To receive federal Continuum of Care (CoC) homeless assistance funding through the U.S. Department of Housing and Urban Development (HUD) communities are required to establish and maintain a Continuum of Care. CoCs are a group individuals and agencies responsible for coordinating funding, policies, strategies and activities toward ending homelessness in their region. CoC is also the name of the HUD program that provides funds to end homelessness.
- 3. Coordinated Access**- is a requirement of the Federal HEARTH Act, which governs most of the federal funding communities receive to address homelessness, and is supported by the State of Connecticut Department of Housing. Aspects include:
  - i A standardized, assessment and referral process to access community resources within a geographic region for people experiencing a housing crisis or homelessness.
  - ii The ability of Clients to call 2-1-1 from anywhere in the state to start the DOH assistance process.
  - iii Referral by 2-1-1 of anyone experiencing a housing crisis to the Coordinated Access Network (CAN) in the caller's community, and access by the CAN of available resources to address the Client's needs.
- 4. Coordinated Access Network (CANs)**- a collaboration of service providers working together to streamline and standardize the process for Clients to access assistance to help communities focus on rapidly ending each person's homelessness by connecting them with appropriate housing and resources as quickly as possible.
- 5. Corrective Action Plan**- is a process of DOH communicating with the Contractor to improve unacceptable performance.
- 6. HMIS**- is an electronic data collection system that stores Client-level information about homeless persons who access the homeless service system. HMIS is utilized by the Contractor to maintain and track Client level demographics, services and outcome data.
- 7. HMIS Data Coordinator** – a staff member from a HMIS participating agency that is designated to manage the agency's HMIS data collection and quality.
- 8. HMIS Steering Committee** – a multi-stakeholder committee that serves as the decision making body for the management of HMIS
- 9. Homeless**- HUD provides four categories under which Clients may qualify as homeless:
  - i Clients who lack a fixed, regular, and adequate nighttime residence and includes a subset for individuals who resided in an emergency shelter or a place not meant for human habitation, or who is exiting an institution where he or she temporarily resided;
  - ii Clients who will imminently lose their primary nighttime residence;
  - iii unaccompanied youth and families with children who are defined as homeless under other federal statutes and who do

not otherwise qualify as homeless under this definition; and

- iv Clients who are fleeing, or are attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

10. **HUD-** U.S. Department of Housing and Urban Development.

11. **Longitudinal Systems Analysis (LSA)** – a HUD required report that is based on information entered into HMIS.

12. **Shelter Diversion-** to assist clients resolve potential shelter need through assistance other than the Emergency Shelter Program.

13. **Shelter Diversion/Rapid Rehousing (RRH)** - to help individuals or families living in shelters or in places not meant for human habitation move as quickly as possible into permanent housing and achieve stability in that housing. Eligible costs also include utilities, rental application fees, security deposits, last month's rent, utility deposits and payments, moving costs, housing search and placement, housing stability case management, landlord-tenant mediation, tenant legal services, and credit repair.

14. **Universal Data Elements** – Universal data elements are data elements within HMIS which all HMIS participating continuum projects are required to complete.

**B. DESCRIPTION OF SERVICES:** Connecticut Coalition to End Homelessness, Inc., (hereinafter referred to as “CCEH” or “the Contractor”) shall provide the services set forth below in this Part I, Section B. The Contractor shall further meet with designated staff from the Department of Housing (hereinafter referred to as “DOH”) on a quarterly basis as scheduled by DOH throughout the contract term to discuss the status of the activities set forth in this Contract and to facilitate ongoing collaboration between Contractor and DOH on the activities set forth in this Contract.

**Component 1: Monitor DOH-funded emergency shelters**

- a. Contractor shall monitor all DOH-funded emergency shelters once during the contract term for compliance with the terms and conditions of the contracts between such shelters and DOH. DOH shall provide a list of funded emergency shelters to be monitored to Contractor. Contractor shall draft a monitoring checklist for use in its monitoring of the shelters, subject to DOH review and approval. Monitoring shall include:
  - i. Program Policies and Procedures: A review of the shelter’s current policies and procedures to ensure adherence with state contractual requirements. A review of any grievances filed during the current contract term and the emergency shelter agency response.
  - ii. Client File Review: A review of a minimum of three (3) client files to monitor compliance with documentation requirements. A review of client housing plans and case notes to monitor if clients are receiving case management to rapidly exit shelter and are being connected to community resources as needed.
  - iii. Data: A review of data quality within the statewide Homeless Management Information System (HMIS) and performance outcomes set forth within DOH’s emergency shelter contracts.
  - iv. Financial Review: A review of financial expenditures documented in the most recent financial report submitted by the shelters to DOH.
  - v. Facility tour: Physical inspection of the emergency shelter site to monitor whether the facility meets HUD habitability standards and that all policies that are required by DOH to be posted are posted in an area that can be seen by all shelter residents.
- b. CCEH shall draft monitoring reports for each emergency shelter for DOH review and approval within two weeks after each monitoring one-time visit. These reports shall highlight the findings from CCEH’s review and provide all recommendations for improvement. The last report is due by June 1, 2022.

- c. CCEH shall provide technical assistance, as requested by DOH or the emergency shelter agency, to emergency shelter management and staff to assist them with implementing recommended improvements.

## **Component 2: HMIS Data**

- a. Contractor shall coordinate the statewide HMIS. Contractor shall work with the HMIS Steering Committee, Nutmeg Consulting LLC, and HMIS users as set forth in this Contract to enhance quality of data and overall use of HMIS. Specifically, Contractor shall:
- i. Host a meeting with the HMIS Steering Committee at least quarterly during contract term. Contractor shall secure the venue or remote online platform for the meeting, send the invitations, set the agenda, and provide HUD and HMIS updates.
  - ii. Provide at least ten (10) trainings per month on HMIS workflow by project type for HMIS users and potential users. Contractor shall post the training schedule and registration information on [www.cthmis.com](http://www.cthmis.com). Contractor shall provide additional trainings, as determined by DOH as necessary, when introducing changes to HMIS.
  - iii. Provide CT HMIS help desk technical support to HMIS users via subcontractor. Provide technical support to Continuum of Care's who have implemented HMIS via CCEH's subcontractor. Coordinate this user support for HMIS with subcontractor.
  - iv. Promote and support the expansion of HMIS and integration with other data systems, as requested by DOH or the HMIS Steering Committee.
  - v. Provide quarterly updates in September, December, March and June to DOH and the HMIS Steering Committee on data collection and completeness rates for Universal Data Elements.
  - vi. Provide user access to all HMIS participating agencies at no cost to user.
  - vii. Maintain a list of HMIS Data Coordinators and HMIS users.
  - viii. Identify on a quarterly basis street outreach, rapid rehousing, and transitional housing projects that are not meeting DOH and CoC approved parameters for data quality and completeness and report such information to DOH each quarter by September 30, 2021, December 31, 2021, March 31, 2022, and June 30, 2022 respectively.
  - ix. Assist street outreach, rapid rehousing, and transitional housing project providers identified pursuant to Section a(viii) with developing a corrective action plan to meet data standards. Conduct on-site or remote technical assistance sessions to assist identified providers with improving data quality.
  - x. Maintain the Shelter Utilization, Rapid Rehousing and Rapid Rehousing Returns reports in HMIS.
- b. Annual Homeless Assessment Report (AHAR)/Longitudinal Systems Analysis (LSA)
- i. CCEH shall draft and provide the CoC with an "AHAR/LSA Implementation Plan" to assist with successful submission of AHAR/LSA to HUD.
  - ii. Submit initial AHAR/LSA to HUD and DOH for review and questions by November 15, 2021.
  - iii. Provide technical assistance in person or via conference call to the CoCs to resolve issues and answer HUD or DOH's questions based upon the initial AHAR/LSA submission.
  - iv. Submit final AHAR/LSA for acceptance or rejection by HUD by the federal deadline that will be published by HUD.

### Component 3: Communication and Technical Support

- a. Information Dissemination/Public Education. Contractor shall act as DOH's liaison to emergency shelter, transitional living and rapid rehousing programs to report accurate and timely information to DOH and disseminate information to the public. Dissemination services shall consist of:
- i. Preparing and disseminating information provided by DOH to homeless programs in Connecticut as requested by DOH.
  - ii. Assessing the impact on DOH-funded homeless service providers and the homeless population of funding increases and decreases in the state or DOH budget.
  - iii. Educating the public on issues relating to homelessness, programs that serve people that are homeless, and proven strategies which can help prevent, reduce and eliminate homelessness. Services shall include presenting at community partner meetings on issues relating to homelessness, programs that serve people that are homeless, and proven strategies which can help prevent, reduce and eliminate homelessness, and serving as an expert resource for the media, businesses and philanthropy as well as state and local government.
- b. Quality Assurance and Technical Assistance. Contractor shall:
- i. Draft a plan for monitoring the seven (7) Coordinated Access Networks (CAN) by November 1, 2021. The scope of the monitoring shall be on the front-entry work of the CANs, which includes CAN intake appointments, diversion, and navigation programs. Contractor shall submit the plan to DOH for review and approval. DOH shall review the plan within 15 calendar days of submission.
  - ii. Upon DOH approval, Contractor shall implement the plan and monitor all seven (7) CANs in accordance with the agreed upon plan.
  - iii. Provide a minimum of seven (7) new technical assistance trainings to homeless service providers. The trainings shall be recorded and offered at no cost to providers. DOH will approve the seven (7) training topics in consultation with Contractor based on emerging needs and identified training gaps.
  - iv. Facilitate monthly meetings with all Connecticut service providers that provide shelter diversion direct service work. Secure a venue or offer remote meetings via an online platform, send the calendar invitations to all organizations statewide that provide shelter diversion direct service work, set the agenda, and host the meetings offering technical assistance and facilitating peer discussion.
  - v. Provide technical support to DOH and CANs on revising CAN policies and procedures, as requested by DOH to incorporate best practices and improve system effectiveness.
  - vi. Maintain and update monthly the two CAN data dashboards on [www.cceh.org](http://www.cceh.org).
  - vii. Provide technical assistance to homeless service providers by phone, as requested by providers or DOH.
  - viii. Maintain web-based resources for homeless service providers on [www.cceh.org](http://www.cceh.org) related to community resources and best practices for making homelessness rare, brief, and one-time.

**C. OUTCOMES AND MEASURES.**

**Technical assistance and monthly meetings to support homeless service providers.**

**MEASURE 1** – At least 5 homeless service providers are provided technical assistance by phone.

**MEASURE 2** – At least 10 homeless service providers participate in the monthly meetings with service providers that provide shelter diversion direct service work.

**D. PROGRAMMATIC REPORTING.**

1. The Contractor shall submit all required reports **electronically** to the Department’s centralized mailbox at [susan.gajda@ct.gov](mailto:susan.gajda@ct.gov) with a copy to the program representative(s). A reporting guide relating to the programs which the Contractor may be providing is set forth at the end of this section.
2. The Contractor shall further provide other reports concerning contracted services which the Department may reasonably require. When such other reports are deemed regular and are not explicitly stated herein, the Department will notify the Contractor in writing at least 30 calendar days prior to the initial submission date. This notification will minimally include the required data, format, and date of submission for the report.
3. The Contractor shall submit **Semi-Annual Narrative Reports**. The reporting period of July 1 through December 31 is due by January 31, 2022. The reporting period of January 1 through June 30 is due by August 31, 2022 (notwithstanding the fact that the term of this Contract may expire prior to such date). This semi-annual narrative reports will include all information necessary to provide DOH with the Contractor’s progress on the outcomes based on program type agreed upon in this Contract and listed above. In addition, the reports will include information about program accomplishments during the six-month term of the report and such other information as DOH may require.

Program Type	HMIS Monthly Shelter Utilization Report Due 15 days following the end of each month.	Semi-Annual Narrative Report 7/1 - 12/31 Due Jan. 31, 2022 1/1 - 6/30 Due August 31, 2022
HMIS/ESS/ESG		<b>X</b>

**E. FINANCIAL REPORTING REQUIREMENTS.**

1. The Contractor shall submit all required financial reports electronically to the Department’s Centralized mailbox at [susan.gajda@ct.gov](mailto:susan.gajda@ct.gov) with a copy to the program representatives(s). A reporting guide relating to the Contractor's financial reporting requirements is set forth at the end of this section.
2. The Contractor shall further provide other reports concerning contracted services which the Department may reasonably require. When such other reports are deemed regular and are not explicitly stated herein, the Department will notify the Contractor in writing at least 30 calendar days prior to the initial submission date. This notification will minimally include the required data, format, and date of submission for the report.
3. **Interim Financial Report:** The Contractor shall submit an 8 Month Interim Financial Report, covering the period July 1 through February 28, no later than March 31, 2022. The Interim Financial Reports shall be in the form prescribed by the Department and shall report the actual income and expenditures for each funded program for the life of the Contract.

4. **Annual Financial Report:** The Contractor shall submit an Annual Financial Report, covering the period July 1 through June 30, no later than August 31, 2022 (notwithstanding the fact that the term of this Contract may expire prior to such date). The Annual Financial Report shall be in the form prescribed by the Department and shall report the actual income and expenditures for each funded program for the life of the Contract.
5. **Annual Audit:** Notwithstanding the provisions of Part II, Section C.5. of this Contract, no later than six months after the close of the Contractor’s fiscal year, the Contractor shall provide to the Department a complete annual financial audit acceptable to the Department for all program funds, whether state awarded or not. Such audit shall include audit recommendations. The Department reserves the right to receive a copy of any audit for related parties under common control. Contractor shall maintain all fiscal records and accounts for three years after the end of the Contract year, or until the State Auditors of Public Accounts complete an audit of the Department for such fiscal year, whichever is later. The State Auditors of Public Accounts shall have access to such fiscal records and accounts during such period.
6. **Budget Revisions:** The Contractor shall submit to the Department budget revision requests for variances indicated in the Interim Financial Report by March 31, 2022. Requests submitted after the deadline will not be accepted. A provider shall not implement any significant variance prior to receiving a revised program budget from the Department. Should the Contractor not adhere to this process, any variances of a category above 20% of the approved amount or by an increase of more than \$5,000, whichever is greater, and that the Department deems unacceptable, unnecessary, or unallowable, will be subject to reimbursement or reconciliation in accordance with the Department’s policy. The Contractor shall comply with Department requirements as to the form and content of any budget revision requests.
7. **Interest earned** - Any interest earned by the Contractor as a result of payments authorized by the Department shall be reported to the Department by the Contractor on the next financial report submitted after that interest income is earned. The Contractor agrees to follow the Department’s direction as to the disposition of such interest income.

<b>DOH FINANCIAL REPORTING GUIDE</b>				
<b>Program Type</b>	<b>8-Month Interim Financial Report</b> 7/1 – 2/28 Due March 31, 2022	<b>Annual Financial Report</b> 7/1 – 6/30 Due August 31, 2022	<b>Annual Audit</b> Due no later than 6 months after the close of the contractor’s fiscal year	<b>Budget Revisions</b> Due March 31, 2022
<b>HMIS/ESS/ ESG</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>

**F. PROGRAM ADMINISTRATION AND QUALITY ASSURANCE** - General Program Administration and Quality Assurance Provisions:

- a. The Contractor’s administrative office is located at 257 Lawrence Street, Hartford, CT 06106.
- b. The Contractor’s Program Services location is 257 Lawrence Street, Hartford, CT 06106.
- c. The Contractor agrees to participate in any evaluation program as constructed and/or endorsed by DOH.

- d. The Contractor agrees to comply with any and all applicable regulations adopted by DOH, and require that all subcontractors comply as well.
- e. The performance of the Contractor, and applicable subcontractors, may be reviewed and evaluated by DOH at least annually, ranging from an administrative desk audit to a full on-site programmatic audit.
- f. The Contractor shall seek prior approval from DOH before making any changes to any services it is required to provide pursuant to this Contract.
- g. Personnel.
  - i The Contractor agrees to develop and maintain policies relative to personnel. Said personnel policies shall be maintained at the Contractor's location in the Contractor's files and be made available to DOH as requested by DOH, its representatives and its agents. The Contractor further agrees to submit a copy of its personnel policies to DOH, if requested, within 10 days of receipt of such request.
  - ii **Notification of Changes in Key Personnel:** Contractor shall immediately notify DOH in writing whenever the Contractor intends to make or undergo changes in key personnel, i.e., Chief Executive Officer, Chief Financial Officer, program directors, program coordinators of DOH funded programs, and officers and members of the Contractor's Board of Directors. The Contractor shall also notify DOH of changes in key program and service personnel of its Subcontractors as applicable to services funded under this Contract.
  - iii The Contractor agrees to comply with any and all applicable regulations adopted by DOH or other Agencies pursuant to the services provided under this Contract and, as applicable, require that all pertinent subcontractors comply as well.

## G. PAYMENT AND BUDGET PROVISIONS

1. **Payment Provisions.** DOH agrees to pay for the services provided and as described under this Contract up to a maximum amount not to exceed **\$741,389.00** for the entire Contract period. Contractor shall apply and utilize such funds in accordance with this Contract and the budget set forth below.
2. **Payment Schedule.** Payment shall be released by DOH on a quarterly basis, contingent upon full execution of the Contract; availability of funds; and submission and approval by DOH of all applicable programmatic and fiscal reports.
3. When DOH's review of the Contractor's financial reports or on-site examination of the Contractor's financial records indicates that under expenditure or underutilization of Contract funds are likely to occur by the end of each state fiscal year, DOH may alter the payment schedule for the balance of the fiscal year upon thirty days' written notification to the Contractor.

4. Budget Provisions

a. Budget

Effective Date: 8/19/2021

CONTRACT NUMBER: 21DOH0101AT/ \$741,389

CONTRACT PERIOD: 07/01/2021 through 06/30/2022

ST FISCAL YR (SFY): 2022

PROVIDER: Connecticut Coalition to End Homelessness

Approved by: traxlerje

4000 INCOME		SHELTERS & LICENSING FEES	ESG ADMIN	ESG HMIS	Total Income
Program Funding Period:		<u>07/01/2021 through 06/30/2022</u>	<u>07/01/2021 through 06/30/2022</u>	<u>07/01/2021 through 06/30/2022</u>	
		\$559,813=12mths Chtfid 2=State Funds	\$13,618=12mths Chtfid 2=Federal Funds	\$167,958=12mths Chtfid 2=Federal Funds	
4100 CONTRACT FUNDING	SID	\$ 559,813	\$ 13,618	\$ 167,958	\$ 741,389
4101 State Funds	16149-DOH..1200901	\$ 559,813			\$ 559,813
4102 Federal/Other Funds	20687-DOH..2060101		\$ 13,618		\$ 13,618
4102 Federal/Other Funds	20687-DOH..2060106			\$ 167,958	\$ 167,958
<b>TOTAL INCOME</b>		<b>\$ 559,813</b>	<b>\$ 13,618</b>	<b>\$ 167,958</b>	<b>\$ 741,389</b>
5000 DIRECT EXPENSES		SHELTERS & LICENSING FEES	ESG ADMIN	ESG HMIS	Total Expenses
5100 SALARIES		\$ 250,121	\$ -	\$ -	\$ 250,121
5101 Staff Salaries & Wages		\$ 250,121	\$ -	\$ -	\$ 250,121
5200 FRINGE BENEFITS		\$ 46,272	\$ -	\$ -	\$ 46,272
5300 CONTRACTUAL SERVICES		\$ 205,713	\$ -	\$ 167,958	\$ 373,671
5304 Other Contractual (specify in narrative)		\$ 205,713	\$ -	\$ 167,958	\$ 373,671
5400 TRANSPORTATION		\$ 4,305	\$ -	\$ -	\$ 4,305
5401 Staff Travel Reimbursement		\$ 4,305	\$ -	\$ -	\$ 4,305
5800 OTHER EXPENSES		\$ 12,754	\$ -	\$ -	\$ 12,754
5804 Staff Training and Conferences		\$ 6,457	\$ -	\$ -	\$ 6,457
5806 Other (specify in narrative)		\$ 6,297	\$ -	\$ -	\$ 6,297
<b>TOTAL DIRECT EXPENSES</b>		<b>\$ 519,165</b>	<b>\$ -</b>	<b>\$ 167,958</b>	<b>\$ 687,123</b>
7000 INDIRECT EXPENSES		SHELTERS & LICENSING FEES	ESG ADMIN	ESG HMIS	Total Expenses
7100 ADMINISTRATIVE & GENERAL		\$ 40,648	\$ 13,618	\$ -	\$ 54,266
7111 Staff Salaries & Wages			\$ 8,885		\$ 8,885
7120 Fringe Benefits			\$ 1,644		\$ 1,644
All Other A&G		\$ 40,648	\$ 3,089		\$ 43,737
<b>TOTAL INDIRECT EXPENSES</b>		<b>\$ 40,648</b>	<b>\$ 13,618</b>	<b>\$ -</b>	<b>\$ 54,266</b>
<b>TOTAL EXPENSES</b>		<b>\$ 559,813</b>	<b>\$ 13,618</b>	<b>\$ 167,958</b>	<b>\$ 741,389</b>
INCOME/EXPENSE SUMMARY		SHELTERS & LICENSING FEES	ESG ADMIN	ESG HMIS	Total
TOTAL INCOME		\$ 559,813	\$ 13,618	\$ 167,958	\$ 741,389
TOTAL EXPENSES		\$ 559,813	\$ 13,618	\$ 167,958	\$ 741,389
<u>EXCESS/(SHORTAGE)</u>		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

b. Future funding period budgets shall remain the same until, and unless, formally revised via DOH's budget revision process or via Contract amendment.

5. **Equipment:** is defined as machinery, tools, furniture, vehicles, and other personal property with a normal useful life of more than one year and a value of \$5,000.00 or more, or as revised by the Comptroller of the State of Connecticut. Equipment purchased, in whole or in part, with funds provided by DOH under this Contract will be considered the property of DOH. Equipment will be considered purchased from Contractor funds if the program has other sources of income equal to or greater than the equipment purchase price. Such purchases will be considered to be the property of the Contractor. Equipment to be purchased for the program with DOH funds must be identified and the cost itemized in the approved budget in Part I of this Contract or in a budget revision form. The following provisions apply to equipment purchases made in full or in part with DOH funds:

- a. Contractor shall obtain the prior approval of DOH either through the Contract application budget or a budget revision. Each piece of equipment to be purchased and its costs must be clearly itemized.
- b. Contractor shall obtain three (3) competitive bids with the purchase to be made from the lowest qualified bidder.
- c. Contractor shall maintain an inventory of all equipment purchased with DOH funds.
- d. As part of its annual audit statement, Contractor shall submit verification by the auditor of the continued possession of all equipment purchased with DOH funds.
- e. Any item of equipment purchased with DOH funds shall not be discarded or sold or removed from the inventory without the prior written approval of DOH.
- f. If DOH funding to the Contractor is terminated or not renewed, DOH will determine the manner of the disposition of all equipment purchased in full or in part with DOH funds by:
  - (1) permitting the Contractor to retain and use the property;
  - (2) allowing the Contractor to sell the equipment and return the proceeds to DOH, minus an agreed upon amount to compensate for the costs of selling the property; or
  - (3) returning the equipment to DOH.

**6. Unexpended Funds.**

- a. Whenever DOH determines from its review of the Contractor's audited annual financial statements and program operations that the total paid under this Contract, together with applicable program income from other sources, exceeds the total expenses of the program, such excess income shall be deemed by DOH to be unexpended funds. If the Contractor is not required to submit audited annual financial statements, DOH may utilize the final annual financial report to determine the existence and amount of unexpended funds.
- b. Unexpended funds shall be identified by and returned to DOH in the following manner:

Funds paid to the Contractor shall be identified by DOH's "Special Identification Number" (SID). The payments made by DOH shall be compared to the expenses reported by the Contractor, by SID as noted on the audited financial statement, or Uniform Chart of Accounts or other similar schedule(s) as required by the Federal and State Single Audit acts. If the Contractor is not required to file Single Audit Reports, DOH may utilize the Contractor's Annual Financial Report/Year End Uniform Chart of Accounts to determine any unexpended funds. If payments made by DOH exceed the expenses reported, DOH may recoup such payments by requesting payment from the Contractor by check or other means as determined by DOH. If requested to return unexpended funds by check, the Contractor shall return to DOH the amount of unexpended funds subject to recoupment not later than thirty (30) days after receipt of written notice from DOH that such amount is due. DOH may recoup from future Contract payments an amount equal to such unexpended funds subject to recoupment that remain unpaid more than sixty (60) days after receipt of said written notice.

- c. The Contractor may request permission from DOH to carry forward unexpended federal funds from one fiscal year to a subsequent fiscal year provided that such request: (1) is made to DOH in writing no later than September 30; (2) specifies the amount of unexpended federal funds requested and identifies the fiscal year from which and to which the Contractor is seeking permission to carry forward; (3) clearly explains why the Contractor has not fully expended payments made by DOH under this Contract; (4) details the purposes for which the Contractor proposes to use the requested unexpended federal funds; and (5) is accompanied by written documentation that the request to carry forward such funds is authorized by the Contractor's governing authority. DOH may request an opinion letter from an independent Certified Public Accountant acknowledging the reasonableness of the requested amount. Upon determination by DOH that the Contractor has performed in accordance with the terms and conditions of the Contract, and that the amount and proposed use of the unexpended funds for which a carry forward is being requested are appropriate, DOH may approve a request to carry forward unexpended federal funds and will notify the Contractor in writing of such approval. Unexpended federal funds thus approved for carry forward shall not be subject to section a. of this provision provided that the Contractor expends such funds by the end of the fiscal year immediately following the fiscal year in which the unexpended federal funds were originally accrued. Contractor shall not use unexpended federal funds approved for carry forward for any purpose other than one for which DOH has granted specific prior written approval.
- d. The Contractor may request that a portion of unrestricted operating income which is in excess of funds paid under this Contract be designated for a special or future use provided that such request: (1) is made to DOH in writing in advance of such use; (2) specifies the amount being requested and substantiates that said portion is not required to meet current operating expenses; (3) is accompanied by written documentation that the request for such designation is authorized by the Contractor's governing authority; and (4) details the purposes for which the Contractor proposes to use the requested amount. At the sole discretion of, and only upon specific prior written approval from, DOH, funds so designated shall not be deemed unexpended funds and shall not be subject to section a. of this provision.
- e. Absent specific prior written approval from DOH under section b. or section c. of this provision, the Contractor shall not expend, transfer or otherwise use funds deemed by DOH to be unexpended funds and all such funds shall be subject to section a. of this provision.

## H. BUDGET VARIANCE.

1. The Contractor may transfer funds from one category to another (except for equipment) in the agreed upon and approved budget included in this Contract for a single component without prior notification of DOH under the following conditions:
  - a. The amount by which a single category may be increased may not exceed **20% of the approved amount or \$5,000.00**, whichever is greater. This applies only to category amounts in the formally approved budget subsequently approved budget revisions.
  - b. Budget flexibility is to be applied to each component separately and is not to be computed on the composite budget items.
  - c. The number of people or the percentage of time charged to a job classification may be increased, provided this does not exceed the flexibility cited above.
  - d. The Contractor may not make any transfer under this procedure that involves any of the categories or kinds of expenditures specifically listed below.
  - e. All such transfers will be reflected on the next submitted financial report.
2. DOH requires the following changes in approved Program budgets to have prior written DOH approval by a formal budget revision and/or formal Contract amendment:

- a. The purchase of an item of equipment not approved in the original budget.
- b. A transfer that involves an increase of an approved category amount by more than **20%** or **\$5,000.00**, whichever is greater.
- c. Any increase in compensation for services under a third party contract.
- d. Any transfers of funds from one component to another.
- e. Any transfer of budgeted Program income or food reimbursement. DOH will respond to a properly executed request within 30 days of receipt.
- f. No budget revisions proposed by the Contractor may be submitted later than 45 calendar days **prior** to the end of each Contract year during the Contract period, except that DOH may entertain, at any time, a budget revision for the purpose of increasing funds solely for the audit of the Program. The final financial report will show all category overruns. Costs incurred after the end of the budget period will be disallowed except those which DOH has expressly approved in writing and in advance.

## I. FEDERAL AND STATE REQUIREMENTS.

### 1. Federal Requirements

- a. The Contractor's DUNS number is 114936532.
- b. Block Grant Funding – It is contemplated that DOH will utilize Federal Block Grant funding for this Contract. DOH's obligation to pay under the terms of the Contract is conditioned upon the Legislature approving the block grant plan and funding in accordance with C.G.S. § 4-28b that is consistent with expenditures under this Contract.
- c. Funding Identification
  - i. Federal funding has been provided for this Contract as follows:
 

CFDA (Catalog of Federal Domestic Assistance) Title: Emergency Solutions Grant program  
 CFDA Number: 14.231  
 Award Name: ESG HMIS  
 Award Year: 2021  
 Research and Design:  Yes or  No  
 Name of Federal Agency Awarding: U.S. Department of Housing and Urban Development
- d. The Contractor and all subcontractors shall maintain any necessary data and documentation required for the auditing of any of the grant funds.
- e. Federal Office of Management and Budget Requirements.
  - i. This Contract includes Federal Financial Assistance, and therefore such funds shall be subject to the Federal Office of Management and Budget Cost Principles codified in the OMB Super Circular as set forth in 2.CFR Part 200 and as updated from time to time.
  - ii. Federal funding shall be released by DOH contingent upon receipt of federal monies by DOH in compliance with the Federal Cash Management Improvement Act (CMIA), 31 U.S.C. § 6501 et. seq. of (1990).

- f. Unless otherwise notified by DOH, the Contractor shall not exceed the default 10% cap on administrative costs for Federal funding. All administrative costs in excess of 10% of the total Federal funding amount will be disallowed.”
- g. Federal Funding Accountability and Transparency Act (FFATA):
  - i. The Contractor shall register with the Federal System for Award Management (SAM) at <https://www.sam.gov> to assist DOH with meeting its obligation to comply with the Federal Funding Accountability and Transparency Act (FFATA).
  - ii. The Contractor shall ensure that it shall remain active in SAM by updating its SAM profile at least every 12 months. Upon notification by DOH that its SAM status is not active, the Contractor shall update its SAM profile within five business days of such notification. The Contractor’s failure to comply may impact future issuance of payments by DOH.
- h. Trafficking Victims Protection Act of 2000.
  - i. Pursuant to Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 USC 7104); and is now located at 2 CFR Part 175, DOH shall terminate this Contract immediately and report such termination to the federal Health Resources and Services Administration if it determines that the any of the employees or volunteers of the Contractor, or any of its subcontractors or vendors:
    - (a) Engage in severe forms of trafficking in persons (as such term is defined in the above-referenced act) during the period of time that the award is in effect;
    - (b) Procure a commercial sex act (as such term is defined in the above-referenced act) during the period of time that the award is in effect; or
    - (c) Use forced labor in the performance of the services under this Contract.
  - i. Guidance on this act is available at <http://www.hrsa.gov/grants/trafficking.htm>

## 2. State Requirements

- a. **Audit Submission Process:** If the Contractor expends \$300,000 or more in State financial assistance during any State fiscal year during the Contract, the Contractor shall submit its A-133 (further information set forth at [https://www.whitehouse.gov/omb/circulars/a133\\_compliance\\_supplement\\_2014](https://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014)) and state single audit electronically to DOH through a state-wide electronic system. The system is entitled “Office of Policy and Management - Electronic Audit Reporting System (EARS)”. The link to access the system is: <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>. The Contractor shall send DOH an e-mail alert stating that its audit has been uploaded to the identified system. If the Contractor requests an extension from the Office of Policy and Management, associated with the required audit submission, the Contractor must provide DOH with a copy of the approved request.
- b. **Match Requirements:** The Contractor also warrants that it is aware that funds provided by DOH under this Contract may be used for a service match. The Contractor must obtain DOH permission prior to identifying any or all of the allocated services as a service or monetary match. DOH shall respond to all requests within five (5) business days of receipt.

## J. SUBCONTRACTED SERVICES

- 1. In accordance with Part II, Subcontracts (Section C.9), the Contractor shall enter into a subcontract with the service providers whose identity, services to be rendered and costs shall be specified below:

Subcontracting Organization	Address	Description of Services	Performance Period	Payment Terms / Total Value
Nutmeg Consulting, LLC	35 Philmack Dr. Suite 206 Middletown, CT 06457	*CTHMS Administration, Development, Support, Maintenance *LSA Reporting *HMS Training *User Support/Help Desk *Data Warehouse Administration and Maintenance	7/1/2021 – 6/30/2022	\$712,000(this is not finalized yet)

2. Absent compliance with subsection 1 above, in accordance with Part II, Subcontracts (Section C.9), if following the execution and approval of this Contract, the Contractor has identified subcontractors for which it would like to retain, then the Contractor may propose the use of subcontractors not specified herein. The Contractor must request and obtain prior written approval from DOH before finalizing any subcontract arrangement.
3. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; and (4) provide assurances to DOH that the proposed subcontract contains the terms specified in subsection 3 below.
4. Each and any subcontract must contain terms that shall require the subcontractor to adhere to the requirements of Part II, including but not limited to:
  - a. Client-Related Safeguards (Section B);
  - b. Contractor Obligations (Section C)
  - c. Changes to the Contract, Termination, Cancellation and Expiration (Section D) and;
  - d. Statutory and Regulatory Compliance (Section E).
5. The Contractor agrees to be responsible to DOH for the performance of any subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall bear full responsibility, without recourse to DOH, for the subcontractor’s performance.
6. The Contractor shall retain DOH’s written approval and each subcontract.
7. Absent compliance with this section, no Contractor Party expense related to the use of a subcontractor will be paid or reimbursed by DOH unless DOH, in its sole discretion, waives compliance with the requirements of this section. In order to be effective, any waiver of the requirements of this section must be in writing and signed by DOH Head or such other DOH employee appointed by DOH Head pursuant to C.G.S. § 4-8. DOH, in its discretion, may limit or condition any waiver of these requirements as it deems appropriate, including, for example, by limiting the dollar amount or any waiver, requiring proof that the subcontractor provided services under the Contract, by requiring that any federal requirements under any federal grant program are satisfied, and/or requiring proof that the Contractor utilize the funds paid under the Contract to promptly pay the subcontractor for services rendered.

**K. PROCEDURES FOR TERMINATION**

1. **Termination by DOH.** In addition to the sections in Part II of this Contract, upon delivery to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective the Contractor shall:
  - a. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

- b. If DOH so directs, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination or assign to DOH in the manner and to the extent directed by DOH all of the right, title, and interest of the Contractor under the subcontracts not so terminated, in which case DOH shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts;
  - c. Complete the performance of the work that has not been terminated by the Notice of Termination; and
  - d. Be entitled to payment for services agreed upon by the parties and rendered to DOH's satisfaction through the effective date of termination.
2. **Reduction of Services by Either Party or Termination by the Contractor.** In the event that either party closes, reduces services or relocates any program funded under this Contract; DOH does not offer funding for any Program herein for any subsequent fiscal year; the Contractor terminates this Contract in accordance with its terms; or the fiduciary responsibility of the Contractor changes for any reason; pursuant to Part II D. 7. of this Contract, DOH and the Contractor shall negotiate and resolve the following issues:
- a. the time lines for closure of the program;
  - b. the amount of any final payments due the Contractor or refunds due DOH;
  - c. the transfer or storage of all program records pursuant to the requirements of the Federal Confidentiality Regulations, 42 CFR Part 2;
  - d. the disposition of property and equipment in which DOH has a financial interest pursuant to the requirements of Regulations of Connecticut State Agencies, Sections 17-226d-4(i), (1) & (2) including Bond Fund Award liens and obligations;
  - e. any other issues pertinent to the specific situation causing the reduction or termination of services.
3. **Severability.** If any section of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that section. The remainder of this Contract shall be enforced to the fullest extent permitted by law.

## PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

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

13. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and 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, kept or stored in any form.
14. **“Services”** shall mean the performance of Services as stated in Part I of this Contract.
15. **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

**B. Client-Related Safeguards.**

1. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
2. **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 from the State); and C.G.S. § 17a-412 (relative to elderly persons).
3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

**C. Contractor Obligations.**

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

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

#### **4. Federal Funds.**

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

#### **5. Audit and Inspection of Plant, Places of Business and Records.**

- (a) 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 Contractor’s 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.
- (b) 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 and its agents.
- (c) 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.
- (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (e) 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.

- (f) 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.
- (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

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

- (a) Real estate sales or leases;
- (b) leases for equipment, vehicles or household furnishings;
- (c) Mortgages, loans and working capital loans; and
- (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

7. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section C.4:

- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
  - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
  - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
  - (4) have not within a three-year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
- (b) Any change in the above status shall be immediately reported to the Agency.

8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.

9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.

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

**11. Indemnification.**

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the “Acts”) of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys’ and other professionals’ fees, arising, directly or indirectly, in connection with Claims, Acts of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. 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 proprietary rights of any person or entity, copyrighted or uncopyrighted 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.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor’s duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part 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 or any other person or entity acting under the direct control or supervision of the State.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) 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) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (e) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

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

13. **Sovereign Immunity.** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.
14. **Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.**
- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
  - (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
  - (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.
15. **Compliance with Law and Policy, Facility Standards and Licensing.** Contractor shall comply with all:
- (a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
  - (b) Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.
16. **Representations and Warranties.** Contractor shall:
- (a) Perform fully under the Contract;
  - (b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
  - (c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.
17. **Reports.** The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.
18. **Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received

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

**19. 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 develop, 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 Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
  - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency 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 have come to 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 Agency 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 Agency, 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 of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

**20. Workforce Analysis.** The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.

**21. Litigation.**

- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

- (b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

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

**1. Contract Amendment.**

- (a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.
- (b) 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.
- (c) The Agency may amend this Contract to reduce the contracted amount of compensation if:
  - (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
  - (2) federal funding reduction results in reallocation of funds within the Agency.
- (d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

**2. Contractor Changes and Assignment.**

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

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

**3. Breach.**

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
  - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
  - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
  - (3) permanently discontinue part of the Services to be provided under the Contract;
  - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
  - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
  - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
  - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.
- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.

- 4. Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights

and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.

6. **Ending the Contractual Relationship.**

(a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.

(b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.

(c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.

(d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.

(e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

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

(a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.

- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

#### **E. Statutory and Regulatory Compliance.**

1. **Health Insurance Portability and Accountability Act of 1996.** Notwithstanding the language in Part II, Section E.1(c) of this Contract, 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.

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as noted on the Signatures and Approval page of this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (“Agency”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a “business associate” of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the “HIPAA Standards”).
- (f) Definitions
- (1) “Breach” shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
  - (2) “Business Associate” shall mean the Contractor.
  - (3) “Covered Entity” shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
  - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
  - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
  - (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
  - (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
  - (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
  - (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
  - (12) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.

- (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) “Unsecured protected health information” shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

(g) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any 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.
- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate’s actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity’s compliance with the HIPAA Standards.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity’s direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate
  - (A) restrict disclosures of PHI;
  - (B) provide an accounting of disclosures of the Individual’s PHI;

- (C) provide a copy of the Individual's PHI in an electronic health record; or
  - (D) amend PHI in the Individual's designated record set
- the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
- (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
  - (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.
- (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured 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.
  - (B) 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.
  - (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
    1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
    1. 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).
    2. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
    3. 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.
    4. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
  - (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive, of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
  - (E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
  - (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

- (G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (h) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2) Specific Use and Disclosure Provisions
    - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
    - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
    - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (i) Obligations of Covered Entity.
- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
  - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (k) Term and Termination.
- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
    - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
    - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
    - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
  - (3) Effect of Termination.

- (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof. |

(l) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("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.

3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.

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

5. **Non-discrimination.**

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

- 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 C.G.S. § 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; 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 C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 C.G.S. § 46a-56, as amended; 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 regarding a State contract, 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 C.G.S. § 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 C.G.S. § 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 C.G.S. § 46a-56 as amended; 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 regarding a State contract, the

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

**6. Freedom of Information.**

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

**7. Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a “large state contract” as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

**8. Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor’s request, the Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.

**9. Campaign Contribution Restriction.** For all State contracts as defined in C.G.S. § 9-612 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 expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in “Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations” reprinted below.



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

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

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

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

### CONTRACT CONSEQUENCES

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

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

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

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



## DEFINITIONS

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

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

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

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

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

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

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

"Solicit" means (A) requesting that a contribution be made, (B) participating in any 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.

SIGNATURES AND APPROVALS

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The Contractor IS NOT a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

CONTRACTOR - CONNECTICUT COALITION TO END HOMELESSNESS, INC.

  
\_\_\_\_\_  
EVONNE KLEIN, *Interim Chief Executive Officer*

06 / 29 / 2021  
Date

DEPARTMENT OF HOUSING

  
\_\_\_\_\_  
SEILA MOSQUERA-BRUNO, *Commissioner*

8 / 31 / 21  
Date

CONNECTICUT ATTORNEY GENERAL (APPROVED AS TO FORM)

Joseph Rubin,   
Asst. Dep. A.G. \_\_\_\_\_

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