Programs and Services Data Collection and Reporting System

REQUEST FOR PROPOSAL

State of Connecticut
Department of Children and Families

August 10, 2007
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Section I. Overview

1.1 Program Title: Programs and Services Data Collection and Reporting System

1.2 Procurement Schedule
The following table summarizes activities and associated dates regarding this RFP:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Published</td>
<td>August 10, 2007</td>
</tr>
<tr>
<td>TA/Bidders Conference</td>
<td>August 24, 2007</td>
</tr>
<tr>
<td>Deadline for Receipt of Letter of Intent</td>
<td>September 4, 2007 at 4:00 PM</td>
</tr>
<tr>
<td>Deadline for Submission of Questions</td>
<td>September 7, 2007 at 4:00 PM</td>
</tr>
<tr>
<td>Questions and Answers Posted to Website</td>
<td>On or about September 17, 2007</td>
</tr>
<tr>
<td>Deadline for Receipt of Proposals</td>
<td>October 5, 2007 at 4:00PM</td>
</tr>
<tr>
<td>Anticipated Date of Contract Execution</td>
<td>On or about December 1, 2007</td>
</tr>
</tbody>
</table>

1.3 Overview:
The Department of Children and Families (DCF/Department) is seeking applications for the development and maintenance of data collection and reporting for funded community services and programs. This process will be required to automate the following core business processes:

1. Client Registry/Enrollment
2. Program Utilization Documentation
3. Tracking Program Outcomes
4. Consumer Satisfaction/Perception of Care
5. Reporting

1.4 Source Of Funds
The services described within this RFP are funded through state dollars to be awarded by DCF based upon a competitive procurement process. Funding is dependent upon appropriations from the Connecticut General Assembly.

1.5 Amount And Terms Of Award
The selected applicant may enter into a contract for a three-year period beginning on or about December 1, 2007. Continued funding will be contingent upon contract performance and availability of funds to the Department.

1.6 Disposition Of Proposals
The Department reserves the right to reject any and all proposals, or portions thereof, received as a result of this request, or to negotiate separately any service in any manner necessary to serve the best interest of the Department of Children and Families. The Department reserves the right to contract for all or any portion of the scope of work contained within this RFP if it is determined that contracting for a portion or all of the work will best meet the needs of the Department. DCF may also further wish to interview applicants and/or conduct site visits, and use information gleaned there from in making award decisions.

1.7 Eligibility
The Department reserves the right to reject any and all proposals, or portions thereof, received as a result of this request, or to negotiate separately any service in any manner necessary to serve the best interest of the Department of Children and Families. The Department reserves the right to contract for all or any portion of the scope of work contained within this RFP if it is determined that contracting for a portion or all of the work will best meet the needs of
the Department. DCF may wish to interview applicants and/or conduct site visits, and use information gleaned from those activities in making award decisions.

1.8 Insurance
The contractor will carry insurance, (liability, fidelity bonding or surety bonding and/or other), during the term of this contract according to the nature of the work to be performed to “save harmless” the State of Connecticut from any claims, suits or demands that may be asserted against it by reason of any act or omission of the contractor, subcontractor or employees in providing services hereunder, including but not limited to any claims or demands for malpractice. Certificates of such insurance shall be filed with the department prior to the performance of services.

1.9 Affirmative Action
Each applicant must complete the Bidder’s Commission on Human Rights and Opportunities (CHRO) Compliance Package and include with their RFP submission required documentation to evidence their compliance with certain non-discrimination and affirmative action obligations pursuant to applicable Connecticut General Statutes. The Bidder’s Compliance Package is a guide to aid in completing the Evidence of Nondiscrimination Form, which is an item in the Compliance Package, may be obtained from the following link on the DCF website: http://www.ct.gov/dcf/cwp/view.asp?a=2555&q=314408

1.10 Technical Assistance/Bidders’ Conference
A Technical Assistance (TA)/Bidders’ Conference is scheduled for August 24, 2007, 10 a.m. - noon, at the following location:

Department of Children and Families
Central Office
505 Hudson Street
Hartford, CT 06106
Eighth Floor conference room

NOTE: Copies of the RFP will not be available at the TA meeting. Applicants are asked to bring a copy of the RFP with them to the TA for reference.

Directions to the TA are available on the following website: www.ct.gov

1.11 Letter Of Intent And Contact Person
A non-binding, Letter of Intent is required, no later than September 7, 2007, at 4pm. No application for funding will be accepted from any bidder who has failed to submit a Letter of Intent within the specified time frame. Letters of Intent should be directed via e-mail or mail and received by the RFP contact person listed below:

Dr. Joan Twiggs
Department of Children and Families
505 Hudson Street
Hartford, CT 06106
Email: joan.twiggs@ct.gov Phone: (860) 560-5091 Fax: (860) 566-7947

1.12 Questions and Addendums
Questions concerning this RFP will be answered at the above-mentioned Technical Assistance meeting/Bidders’ Conference. Answers to questions received about this RFP after the TA meeting, will be responded to only through an electronic “Question and Answer” method and period. Questions regarding the RFP and its content must be received by September 5, 2007 at 4pm, via email directed to the RFP’s contact person.
The Department will post responses to these questions on the Department of Administrative Services website ((DAS) website ([www.das.state.ct.us](http://www.das.state.ct.us)) on or about September 17, 2007. Addendums to the RFP, if needed, will also be posted to the aforementioned DAS website.

1.13 Proposal Deadline
Seven (7) Copies (one original and 6 copies) of the completed proposal must be received by 4pm on October 12, 2007, and directed to the RFP contact person at the following location:

Division of Contract Management
Department of Children and Families
505 Hudson Street
Hartford, CT 06106

Each copy must be complete, collated, and ready for reviewers. Please note that faxed and electronic versions of the application will not be accepted. Applications will not be accepted or considered for review after the due date and the time stated above.

1.14 Business Context
The Department has a broad and complex mandate that requires attentiveness to the needs of both children and their families, often across child protective, juvenile justice, behavioral health and prevention service dimensions and systems. Data is a critical tool in supporting the Department’s mission and charge to ensure safety, permanency and well-being. The existence of a comprehensive, scalable data collection system that provides the Department with reliable information to gauge its success in accomplishing its overarching mission and specific service goals is essential to evidencing sound management, good practice, and tangible positive results.

In addition to supporting the Department’s desire for a culture of accountability, a solid data collection system supports timely response to legislator and constituent inquiries, and the fulfillment of the agency’s reporting obligation under a variety of Federal grants and programs. Access to quality data will also enhance DCF’s ability to seek and garner additional funding that can be used to expand capacity for effective services, enhance infrastructure, and/or allow for the development of emerging, promising models.

1.14.1 DCF Mission
The mission of the Department of Children and Families is to protect children, improve child and family well-being and support and preserve families. These efforts are accomplished by respecting and working within individual cultures and communities in Connecticut, and in partnership with others in the context of their own family rules, traditions, history and culture.

Section 2. GENERAL DESCRIPTION

2.1 Purpose of the System
The purpose of the DCF Programs and Services Data Collection and Reporting System (PSDCR) is to collect data and generate standard and ad hoc reports on multiple types of programs that DCF funds at private providers’ sites throughout Connecticut. Program types include: mental health and substance abuse treatment, child welfare services, prevention, and juvenile justice. Programs will be provided in community and facility based settings. Programs are offered and administered by contracted community providers. While most clients will participate in one service during a discrete time period, it is possible for clients to be enrolled in multiple programs through one or more provider for many programs, a given individual is the client. For others, families may be the client. In both cases, information about multiple individuals in the family may be collected. System users include, but are not limited to, distributed DCF contracted providers and DCF facility, area office and central office personnel.
The DCF PSDCRS will replace the existing Behavioral Health Data System and will serve as a comprehensive data reporting strategy. It must be designed to integrate with current relational databases. Behavioral Health program types will be the first programs to be included in the DCF PSDCRS. Service data for other DCF program mandates will be captured through PSDCRS on a prioritization basis to be determined. A total of 80 program types are expected to reside on the PSDCRS; requiring implementation that will span multiple years.

2.2 Product Functions
The Programs and Services Data Collection and Report System (PSDCRS) will be a major source of data for programs, client utilization and outcomes associated with the DCF funded service system. This information system should collect uniquely identifiable client and provider service information. PSDCRS must be web-based, and support secure wireless remote, point of service environment access for desktops and laptops. This system must provide standard and customized reporting for DCF staff and providers.

2.3 Current System Information
The Department currently maintains four main information systems: The Behavioral Health Data System (BHDS) for DCF funded community-based mental health and substance abuse programs; the Administrative Services Organization database for fee-for-service community-based and congregate care mental health and substance abuse programs; and the CONDOIT system for youth residing at the Department’s Connecticut Juvenile Training School, and LINK, its child welfare database. Descriptions of the Department’s existing data systems are as follows:

A. BHDS:
BHDS is populated using flat file submissions that collect client level data at sentinel events (i.e., admission and discharge). Basic demographic information and service provision elements are collected (e.g., race, gender, date of birth, zip code, diagnosis, presenting problems, services provided, assessment scores, etc.)

ASCII (.ASC) files are imported onto a DCF server on a monthly basis into SPSS for analysis. The files can also be exported from SPSS into other applications. Also, at the importation stage, data transformations and additional variable creations occur (e.g., age derivation from date of birth calculation). Each month’s importation results in a “replaced,” cumulative file. While BHDS data is submitted as an .ASC flat file, it can be provided in an SQL format. In addition, the files could be made to be relational.

BHDS and PSDCRS will need to be able to interface. BHDS is currently maintained by a contracted vendor. It has been created in SQL Server, with data exports to DCF provided monthly in the form of SPSS. DCF would expect that PSDCRS be able to link to and extract legacy/historical data from BHDS. Once PSDCRS becomes fully operational, it will replace the data submission, data housing and transformation functions done through BHDS.

B. Administrative Service Organization (ASO)
The Department also has access to client level data collected by an Administrative Services Organization (ASO). The ASO has been developed in conjunction with the State’s Medicaid Agency, the Department of Social Services (DSS). The ASO data system has been developed and is maintained by a vendor. PSDCRS will need to interface with the ASO’s data system, allowing for the collection of select client level variables (e.g., name, demographics, status information, etc.)

C. LINK
LINK is the Department’s federally subsidized case management system and required State Automated Child Welfare Information System or SACWIS. PSDCRS will not interface with LINK for behavioral health program.

D. CONDOIT
This system is used by the Connecticut Juvenile Training School (CJTS) to collect data regarding youth served by this DCF operated facility.
PSDCRS will not interface with CONDOIT for behavioral health program. There may potentially be an interface between CONDOIT and PSDCRS for the Department's other mandates.

2.4 User Characteristics
A variety of users will need to enter and retrieve data from PSDCRS. The users are as follows:

<table>
<thead>
<tr>
<th>User</th>
<th>Role/Function</th>
</tr>
</thead>
<tbody>
<tr>
<td>DCF Program Managers</td>
<td>Access to individual client and provider level data. Access to standard reports. Creation of custom individual client, provider, select facilities, and aggregated data reports.</td>
</tr>
<tr>
<td>DCF PSDCRS Administrators</td>
<td>Access to individual client and provider level data. Review of standard reports. Creation of custom individual client, facilities, provider and aggregated data reports. Updates to data dictionary and table-driven elements. Error correction.</td>
</tr>
<tr>
<td>Other DCF Staff</td>
<td>Select access to individual client and provider level data. Access to standard reports. Creation of select custom individual client, provider, select facilities and aggregated data reports.</td>
</tr>
<tr>
<td>Office of the Child Advocate</td>
<td>Access provider level data, DCF facilities level data and individual client level data. Creation of custom individual client, provider, facilities, and aggregated data reports.</td>
</tr>
<tr>
<td>DCF Funded Providers</td>
<td>Access to its own provider level data and select individual client level data (i.e., clients receiving or having received care from the provider). Provider and client level data entry and error correction. Access to standard reports. Creation of select custom individual client, provider and aggregated data reports.</td>
</tr>
</tbody>
</table>

It should be expected that all users of this information data system will have average level computing skills. All users will likely have basic word processing, Internet and email abilities. They will need initial and potentially ongoing training regarding using and manipulating the specific functions of PSDCRS as it pertains to the identified role of the user. The development of a computerized, on-line, self-paced training resource for all users would be expected. The awarded vendor would not be expected to provide direct, face-to-face training to public users.

2.5 Current Data System Environment
A. BHDS
As noted above, the Department currently collects behavioral health data through BHDS. BHDS collects data via a fixed width, ASCII, batch submission process. Providers are given the data specifications related to the specific service(s) for which they are funded by the Department and required to build an application that will facilitate the submission of data into BHDS. This method does result in errors and rejected data if a provider has not developed their application congruent with the standards set forth on the data specification. Also, because each provider is responsible for building their own application for BHDS data submission, the Department and the BHDS vendor are unable to provide comprehensive trouble shooting and technical assistance for certain data submission issues.

The current user interface does not uniformly create a local copy of the data. Users describe this as the data “disappearing” following batch submission through the web-based portal. Again, as the Department is not responsible for the development of the BHDS submission application, it cannot be adequately discerned if the submitted data is not in fact retained or resides in an inaccessible location. Thus, provider level monitoring of their data is variable. This is problematic, as BHDS requires that client level data is submitted at two intervals: admission and discharge. There are instances where the provider submits the admission record, but the needed discharge record is not submitted. This results in a distortion of length of service data for that provider and the entire program category.
Error correction has been identified as a difficulty for users. Currently, errors are corrected through a “manual process” on the vendor side. Users forward a “Data Change” form to their DCF Program Manager, who in turn authorizes the needed changes. The DCF Program Manager provides the vendor with the approved Data Change form. This process can be cumbersome and impractical in instances where a number of variables and/or client records need to be modified.

The Department has developed a new reporting paradigm for its BHDS data, based upon an accounting flow standard. This report is created on a quarterly and ad hoc basis by the BHDS vendor. DCF would like to move to a process whereby reporting is more automated and can be created, as informed by the user type and assigned permissions, by individuals rather than relying on a vendor to develop set reports on a scheduled basis. The reporting business process must allow for a considerable amount of customization, whereby users, again as informed by their role and authorization, can obtain data that conforms to their desired parameters.

B. Other Data Systems

The current data environment for other program mandates is idiosyncratic. It consists of disk (3.5” floppy), limited web-based (e.g., shelter sites) and paper-based submission. The convention for unique identification also varies across these data collection processes. Report formats should not be expected to be standard. Disk submitted program are collected via an MS Access based application and are importable to that program.

2.6 User Objectives

The PSDCRS should have the following characteristics and support the following objectives:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Phase</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Unique Identification</td>
<td>Upon initial delivery</td>
</tr>
<tr>
<td>2. Central Client Registry</td>
<td>Upon initial delivery</td>
</tr>
<tr>
<td>3. Un-duplicated client counts within and across services</td>
<td>Upon initial delivery</td>
</tr>
<tr>
<td>4. Security</td>
<td>Upon initial delivery</td>
</tr>
<tr>
<td>5. Reduction of duplicative data entry</td>
<td>Upon initial delivery</td>
</tr>
<tr>
<td>6. Interface with Administrative Service Organization data system</td>
<td>Future</td>
</tr>
<tr>
<td>7. Scalable to allow for addition of other table components (e.g., contractual information)</td>
<td>Upon initial delivery</td>
</tr>
<tr>
<td>8. Efficient Error Correction</td>
<td>Upon initial delivery</td>
</tr>
<tr>
<td>9. User-friendly interfaces and navigation</td>
<td>Upon initial delivery</td>
</tr>
<tr>
<td>10. Easy querying</td>
<td>Upon initial delivery</td>
</tr>
<tr>
<td>11. Standard and customized report development, including development of graphs and charts</td>
<td>Upon initial delivery</td>
</tr>
<tr>
<td>12. HIPAA Compliant</td>
<td>Upon initial delivery</td>
</tr>
<tr>
<td>13. Comprehensive data dictionary</td>
<td>Upon initial delivery</td>
</tr>
<tr>
<td>14. Training curriculum and Initial Core User Training</td>
<td>Upon initial delivery</td>
</tr>
<tr>
<td>15. System Administration and Table Access</td>
<td>Upon initial delivery</td>
</tr>
</tbody>
</table>

2.7 Proposed Implementation Schedule

<table>
<thead>
<tr>
<th>Month</th>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 07</td>
<td>Detailed Specifications Development</td>
<td>Starting on or about 10.15.07</td>
</tr>
<tr>
<td>November 07</td>
<td>Detailed Specifications Development</td>
<td>Entire Month</td>
</tr>
<tr>
<td>December 07</td>
<td>Detailed Specifications Development</td>
<td>Ending on or about 12.20.07</td>
</tr>
<tr>
<td>January 08</td>
<td>Development</td>
<td>Entire Month</td>
</tr>
<tr>
<td>February 08</td>
<td>Development</td>
<td>Entire Month</td>
</tr>
<tr>
<td>March 08</td>
<td>Development</td>
<td>Entire Month</td>
</tr>
</tbody>
</table>
2.8 DCF Funded Provider User Data Environment
The user data environment is marked by considerable variation among providers with respect to their technical and analytic resources, and their data demands (i.e., the sources from which data is required). Some community providers are sophisticated users and are supported by internal information systems personnel. Currently, more technically savvy provider agencies are better able to integrate their various data reporting requirements and systems.

3. FUNCTIONALITY REQUIREMENTS

3.1 Functionality Requirements Summary
A. The key business process requirements are as follows:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Phase</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Add/update client information [client registration]</td>
<td>Upon initial delivery</td>
</tr>
<tr>
<td>2. Add/Update client associate information (i.e., family member)</td>
<td>Upon initial delivery</td>
</tr>
<tr>
<td>3. Search/Select clients</td>
<td>Upon initial delivery</td>
</tr>
<tr>
<td>4. Collect and manage program client visit/event time series information</td>
<td>Upon initial delivery</td>
</tr>
<tr>
<td>(including service activities)</td>
<td></td>
</tr>
<tr>
<td>5. Display client program history within provider</td>
<td>Future</td>
</tr>
<tr>
<td>6. Display client program history across providers</td>
<td>Future</td>
</tr>
<tr>
<td>7. Display program census</td>
<td>Upon initial delivery</td>
</tr>
<tr>
<td>8. Reporting</td>
<td>Upon initial delivery</td>
</tr>
<tr>
<td>9. History Conversion [provide specs of the current BHDS programs]</td>
<td>Upon initial delivery</td>
</tr>
</tbody>
</table>

4. CONSTRAINTS

4.1 General Constraints
PSDCRS will be expected to integrate with the Department's data mart. Therefore, the applicant's proposed data collection and reporting system solution must be developed congruent with the following requirements:

1. The system shall use transaction log backups with ability to restore to point in time and shall backup in real-time without the system being taken offline.
2. Full backups shall be taken each day, stored on tapes and rotated off site for a minimum period of 2 weeks.
3. A tape of Full Backup at the beginning of the month plus a daily differential shall be taken and stored for each month for a period of 12 months.
4. The unique identifier shall be proposed by the respondent. See Appendix X with information concerning linking methodology. There is no single, existing statewide or DCF specific identifier available to be used.
5. The system shall be able to sustain a minimum of 400 concurrent/simultaneous users and support a minimum of 2000 total users and be able to refresh each screen with complete data set in less than 5 seconds.
6. The program should be a web based hosted solution.
7. Access should be restricted by IP, and a client certificate that would identify the user.
8. DCF retains all rights to code, program artifacts, hosting rights, ability to request changes, switch providers, enforce security, modify the encryption algorithm, request changes to the code or program. DCF maintains all rights to review, correct, and request modifications to any products of this development.

### 4.2 Security
1. User Security (i.e. who gets to add, update, mark records for deletion, view only etc)
2. Mandate Security i.e. restricting based on Behavioral Health versus Child Welfare – some providers offer programs to clients with multiple mandates
3. Provider Security – restricted to own data unless “data sharing” is enabled
4. Variable level Security – restricting permissions at the field level
5. Security functionality Administration
6. System Administration security [add new users etc]

### 5.0 PREPARING A RESPONSIVE APPLICATION
Applicants must detail the information below in their submission. Diagrams and schema should be used, as necessary, to explicate designs, flows and processes. Also, please explain any assumptions that you are making in the proposed design, development and implementation of the presented data system. The Applicant should also detail any proprietary software will be required to develop, use and maintain this system.

a. Number of years applicant company has been in business
b. Experience designing and developing applications and client level data systems, particularly for state or federal health and humans service organization
c. Applicant’s method and project plan/timeline to meet “Development Deliverables” and specified” Functionality Requirements." The method must also include how the details will be obtained and the specific positions and Full Time Equivalents (FTEs) that will be used to implement the project.
d. Proposed development phases in accordance with must-meet milestones
e. Possible barriers or challenges to meeting deadlines
f. Respondent assessment of requirements
g. Preliminary data model, conceptual architecture and rationale. Please detail the proposed Business Logic Model
h. Unique client identification strategy. Explicate the UI’s means for construction and why it is viable
i. Considerations for design to interface with the ASO for client registration.
j. Method of history conversion for BHDS, existing web-based and “floppy disk” submitted services
k. Detail how all “User Objectives” will be met
l. How non-technical staff will be able to update the applicant’s proposed data system, as needed (e.g., modify drop down lists)
m. Proposed basic navigation flow for login, data entry, screens and required functionalities
n. Plan for data system maintenance
o. Plan for ongoing, long-term technical assistance and support
p. Proposed training plan, based on training up to 5 DCF PSDCRS Administrators, 150 DCF Program Staff, and 300 provider staff
q. Detailed budget and Budget Narrative. If alternative processes/methods for required user objectives and functionalities are proposed, there should be a different budget and narrative that explicates the costs associated with that option
r. Provision of three, client submitted, letters of reference. This is to include the nature and scope of the project the Applicant company completed for the client. The client should, at a minimum, detail their satisfaction with the Applicant company’s work on the project and their willingness to employ the Applicant for future projects.
s. Include the resumes and job descriptions for key positions that would used for the PSDCRS project
t. Applicant the company’s organizational chart.
u. Detailed implementation time schedule

6.0 APPLICATION REVIEW CONTEXT
Submitted applications will be reviewed and scored reflective of the following framework:

a. Applicant’s history of and experience with client level data collection and reporting systems for health and human service agencies
b. Completeness and detail of the submission. The Applications sets forth a viable data collection and reporting system cognizant of and congruent with the Department’s goals, functional requirements, timeline and available resources
c. User friendliness of the proposed data system
d. Cost effectiveness of the Applicant’s proposed data system
e. Flexibility and scalability of the proposed data system
f. Adequacy of plans to provide ongoing maintenance, technical support and training
g. Strength of references

7.0 General Proposal Notices And Requirements

A. Evaluation and Selection
It is the intent of the Department to conduct a comprehensive, fair and impartial evaluation of proposals received in response to this procurement. Only proposals found to be responsive to the RFP will be evaluated and scored. A responsive proposal must comply with all instructions listed in this RFP. Responsive proposals shall remain valid for possible award by the Department for a period of up to 12 months after the RFP’s closing date.

B. Contract Execution
The pursuant contract developed as a result of this RFP is subject to Department contracting procedures, which includes approval by the Office of the Attorney General. Please note that contracts are executory and that no financial commitments can be made until, and unless, the contracts are approved by the Attorney General.

C. Applicant Debriefing
The Department will notify all applicants of any award issued by it as a result of this RFP. Unsuccessful applicants may, within thirty (30) days of the signing of the resultant contract, request a meeting for debriefing and discussion of their proposal by contacting the DCF Contact Person. Debriefing will not include any comparisons of unsuccessful proposals with other proposals.
D. Conditions
Any prospective applicants must be willing to adhere to the following conditions and must positively state them in the proposals:

1) **Conformance with Statutes**: Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of State of Connecticut and the Federal Government.

2) **Ownership of Subsequent Products**: Any product, whether acceptable or unacceptable, developed under a contract awarded, as a result of this RFP is to be sole property of the Department unless stated otherwise in the RFP or contract.

3) **Timing Sequence**: Timing and sequence of events resulting from this RFP will ultimately be determined by the Department.

4) **Oral Agreement**: Any alleged oral agreement or arrangement made by an applicant with any agency or employee will be superseded by a written agreement.

5) **Amending or Canceling Requests**: The Department reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interest of the Department and the State.

6) **Rejection for Default or Misrepresentation**: The Department reserves the right to reject the proposal of any applicant in default of any prior contract or for misrepresentation.

7) **Department's Clerical Errors in Award**: The Department reserves the right to correct inaccurate awards resulting from its clerical errors.

8) **Rejection of Qualified Proposals**: Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.

9) ** Applicant Presentation of Supporting Evidence**: An applicant, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.

10) **Changes to Proposal**: No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the applicant's expense.

11) **Collusion**: By responding, the applicant implicitly states that they are submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the applicant did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the Department participated directly or indirectly in the applicant's proposal preparation.

E. Proposal Preparation Expense
The State of Connecticut and the Department assume no liability for payment of expenses incurred by applicants in preparing and submitting proposals in response to this solicitation.

F. Incurring Costs
The Department is not liable for any costs incurred by the applicant prior to the effective date of a contract.

G. Freedom of Information
Due regard will be given to the protection of proprietary information contained in all proposals received. However, applicants should be aware that all materials associated with this RFP are subject to the terms of the Freedom of
Information Act, the Privacy Act, and all rules, regulations and interpretations resulting there from. It will not be sufficient for applicants to merely state generally that the proposal is proprietary in nature and not therefore subject to release to third parties. Those particular pages or sections, which an applicant believes to be proprietary, must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exception from release consistent with Section 1-210 of the Connecticut General Statutes must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Applicant that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above-cited statute. In any case, the narrative portion of the proposal may not be exempt from release. Between the applicant and the Department, the final administrative authority to release or exempt any or all material so identified rests with the Department.

H. Gratuities and Gifts
The applicant warrants that no state appropriated funds have been paid or will be paid by or on behalf of the applicant to contract with or retain any company or person, other than bona fide employees working solely for the applicant, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the applicant, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

By submitting a response for selection and/or award consideration to this procurement, the applicant certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this contract. The Department may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the applicant/contractor or its agents or employees.

In general, no one doing business with or seeking business from a state or quasi-public agency may give a gift to an official or employee of that agency. Connecticut's gift ban is strict, but has some exceptions. For example, under the Ethics Code, you may give: (1) food and drink up to $50 per person per year, if the person paying, or his or her representative, is in attendance; and (2) tangible gifts up to $10 per item up to $50 per person per year. Also exempt are certain items such as informational materials, or plaques costing less than $100. For a complete list of the Code's gift exceptions, consult Conn. Gen. Stat. § 1-79(e) or contact the Office of State Ethics.

Gifts for “major life events,” including a wedding or the birth of a child, which were previously exempt from the gift ban, are now subject to the strict gift limits outlined above if the gifts are provided by any individual or entity doing business with or seeking business from the state.

I. Disclosure of Consulting Agreements
A consulting agreement affidavit must accompany submissions for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287. All such submissions must be accompanied by an affidavit in which the applicant discloses any agreement retaining the services of a consultant to assist in the applicant's participation in the procurement process. For additional information regarding the types of consulting agreements that must be disclosed in the affidavit and the required content and form of the affidavit, please see the attached “Consulting Agreement Affidavit.”

J. Campaign Contribution(s)
With regard to a State contract as defined in P.A. 07-1 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 submission in response to the State's solicitation expressly acknowledges receipt of the State Elections
Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. [SEEC Form 11]

K. Bidder’s Commission on Human Rights and Opportunities (CHRO) Compliance Package
The Bidder’s CHRO Compliance Package sets forth certain obligations on State agencies, as well as contractors doing business with the State of Connecticut to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons. As required by Connecticut General Statute § 4a-60, the following forms, and applicable evidencing material, must accompany bids or proposals:

1. Notification to Bidders Form;
2. Evidence of Nondiscrimination Form and applicable evidencing material; and
3. Employment Information Form.

Administrative Expectations

Please see Exhibit A to view the terms and conditions for DCF funded contractors
This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on page 2):

**Campaign Contribution and Solicitation Ban**

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, or solicit contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

**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**—$2000 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 $2000 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 $5000 in fines, or both.

**Contract Consequences**

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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.

Receipt acknowledged: _____________________________ (signature)  _____________________________ (date)

Print name: _____________________________  Title: _____________________________

Company Name: _____________________________

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution Ban”
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.

"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, (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, 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 or a loan to an individual for other than commercial purposes.

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

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

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual. “Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (IV) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.
NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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, or solicit contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

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—$2000 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 $2000 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 $5000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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 and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution Ban.”
STATE OF CONNECTICUT

Consulting Agreement Affidavit

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.

This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.

I, [Type/Print Name, Title and Name of Firm or Corporation], hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

☐ Yes ☐ No Is the Consultant a former state employee or public official?

If yes, provide the following information about the former state employee or public official:

• Former Agency:
• Date Such Employment Terminated:

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

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

_________________________________________  ____________________________
Signature                                      Date

[Type/Print Name]

Commissioner of the Superior Court Notary Public

Page 18 of 19
8.0 ATTACHMENTS
   a. Sample Current reports
   b. Terms and Conditions Contracts with Agencies
### Program Being Analyzed: In-Home (MST)

Table 1.0 MST Client Count and Length of Stay Over Time

<table>
<thead>
<tr>
<th>Client Status</th>
<th>Q1 2007</th>
<th>Q2 2007</th>
<th>Q3 2007</th>
<th>Q4 2007</th>
<th>FY YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>In-Care at Period Start</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0.5</td>
</tr>
<tr>
<td>Admitted in Period</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0.3</td>
</tr>
<tr>
<td>Discharged in Period</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Remaining in Care at Period End</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0.8</td>
</tr>
<tr>
<td>Cases Served in Period</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Mean LOS (Discharges)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Median LOS (Discharges)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Maximum LOS (Discharges)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Mean LOS (Still In-Care)</td>
<td>-</td>
<td>0.8</td>
<td>3.7</td>
<td>6.7</td>
<td>2.8</td>
</tr>
<tr>
<td>Median LOS (Still In-Care)</td>
<td>-</td>
<td>0.8</td>
<td>3.7</td>
<td>6.7</td>
<td>2.8</td>
</tr>
<tr>
<td>Maximum LOS (Still In-Care)</td>
<td>-</td>
<td>0.8</td>
<td>3.7</td>
<td>6.7</td>
<td>2.8</td>
</tr>
</tbody>
</table>

**Table Notes:**

a. Length of Stay (LOS) is shown in months

b. The LOS for those still in care is partial or "as of period end"

c. Cases served in period is the sum of cases In-Care at period start and cases admitted in period

d. Table contains only valid non missing cases
## Program Being Analyzed: In-Home (IICAPS)

Table 4.0 IICAPS Client Wait Days before Start of Service by Provider

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>#</td>
<td>Mean</td>
<td>Median</td>
<td>Max</td>
</tr>
<tr>
<td>Boys &amp; Girls Village, Inc.-Bridgeport</td>
<td>6</td>
<td>56</td>
<td>46</td>
<td>105</td>
</tr>
<tr>
<td>Bridges</td>
<td>6</td>
<td>85</td>
<td>68</td>
<td>174</td>
</tr>
<tr>
<td>Catholic Charities</td>
<td>6</td>
<td>15</td>
<td>9</td>
<td>47</td>
</tr>
<tr>
<td>Child &amp; Family Agency SE CT</td>
<td>4</td>
<td>88</td>
<td>62</td>
<td>197</td>
</tr>
<tr>
<td>Child &amp; Family Agency SE CT-Essex</td>
<td>3</td>
<td>18</td>
<td>16</td>
<td>25</td>
</tr>
<tr>
<td>Child Guidance of Greater Waterbury</td>
<td>17</td>
<td>86</td>
<td>56</td>
<td>240</td>
</tr>
<tr>
<td>Community Child Guidance Clinic, Inc</td>
<td>10</td>
<td>74</td>
<td>69</td>
<td>154</td>
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<tr>
<td>Community Health Resources</td>
<td>14</td>
<td>40</td>
<td>32</td>
<td>152</td>
</tr>
<tr>
<td>Family &amp; Children's Agency</td>
<td>5</td>
<td>15</td>
<td>13</td>
<td>25</td>
</tr>
<tr>
<td>Family and Children's Aid, Inc</td>
<td>4</td>
<td>39</td>
<td>47</td>
<td>57</td>
</tr>
<tr>
<td>Middlesex Hospital-Middletown</td>
<td>5</td>
<td>87</td>
<td>90</td>
<td>97</td>
</tr>
<tr>
<td>The Village For Children and Families-Hartford</td>
<td>8</td>
<td>25</td>
<td>18</td>
<td>77</td>
</tr>
<tr>
<td>Wheeler Clinic</td>
<td>7</td>
<td>15</td>
<td>13</td>
<td>32</td>
</tr>
<tr>
<td>Yale Child Study Center</td>
<td>22</td>
<td>153</td>
<td>163</td>
<td>254</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>117</strong></td>
<td><strong>72</strong></td>
<td><strong>48</strong></td>
<td><strong>254</strong></td>
</tr>
</tbody>
</table>

- Wait Days is defined as the number of days between Referral and Service Start Date
- Table contains Wait Days for cases admitted in period
- Totals may not agree with those in Table 1 due to missing cases
Program being Analyzed: Family Advocacy (FA)

Table 3.0 FA Top 10 Services Provided while in Care During Specified Period by Gender

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Respondents</td>
<td>%</td>
<td>Respondents</td>
<td>%</td>
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<tr>
<td>Care Coordination</td>
<td>Female</td>
<td>2</td>
<td>100</td>
<td>8</td>
<td>100</td>
</tr>
<tr>
<td></td>
<td>Male</td>
<td>27</td>
<td>96</td>
<td>28</td>
<td>93</td>
</tr>
<tr>
<td>Assistance at PPT meetings</td>
<td>Female</td>
<td>1</td>
<td>50</td>
<td>4</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td>Male</td>
<td>11</td>
<td>39</td>
<td>14</td>
<td>47</td>
</tr>
<tr>
<td>Wraparound/Flexible Funding</td>
<td>Female</td>
<td>0</td>
<td>0</td>
<td>4</td>
<td>50</td>
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<td></td>
<td>Male</td>
<td>7</td>
<td>25</td>
<td>16</td>
<td>60</td>
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<tr>
<td>Educational Support</td>
<td>Female</td>
<td>1</td>
<td>50</td>
<td>2</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>Male</td>
<td>5</td>
<td>18</td>
<td>9</td>
<td>31</td>
</tr>
<tr>
<td>Other Advocacy</td>
<td>Female</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>38</td>
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<tr>
<td></td>
<td>Male</td>
<td>7</td>
<td>25</td>
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<td>Special Education</td>
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<td></td>
<td>Male</td>
<td>6</td>
<td>21</td>
<td>3</td>
<td>10</td>
</tr>
<tr>
<td>In Home Services</td>
<td>Female</td>
<td>0</td>
<td>0</td>
<td>4</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>Male</td>
<td>6</td>
<td>21</td>
<td>3</td>
<td>10</td>
</tr>
<tr>
<td>Out-Patient Services and Child Guidance Clinics</td>
<td>Female</td>
<td>1</td>
<td>50</td>
<td>0</td>
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</tr>
<tr>
<td></td>
<td>Male</td>
<td>5</td>
<td>18</td>
<td>2</td>
<td>7</td>
</tr>
<tr>
<td>Extended Day Treatment</td>
<td>Female</td>
<td>0</td>
<td>0</td>
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<td>13</td>
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<tr>
<td></td>
<td>Male</td>
<td>9</td>
<td>32</td>
<td>4</td>
<td>13</td>
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<tr>
<td>Emergency Mobile Psychiatric Services</td>
<td>Female</td>
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<td>50</td>
<td>1</td>
<td>13</td>
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<td></td>
<td>Male</td>
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<td>4</td>
<td>6</td>
<td>20</td>
</tr>
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<td>Total</td>
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<tr>
<td></td>
<td>Male</td>
<td>28</td>
<td>93</td>
<td>30</td>
<td>79</td>
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</tbody>
</table>

Table Notes:

a. Analysis is for discharged respondents
b. Table contains discharged cases only
c. Totals may not agree with those in Table 1 due to missing cases
Table 2.2 EDT Client Count Over Time by Age

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total 0-3 Yrs</td>
<td>4-7 Yrs</td>
<td>8-12 Yrs</td>
<td>13-17 Yrs</td>
</tr>
<tr>
<td>In-Care at Period Start</td>
<td>506</td>
<td>1</td>
<td>17</td>
<td>54</td>
</tr>
<tr>
<td>Admitted in Period</td>
<td>188</td>
<td>1</td>
<td>20</td>
<td>52</td>
</tr>
<tr>
<td>Discharged in Period</td>
<td>173</td>
<td>1</td>
<td>17</td>
<td>54</td>
</tr>
<tr>
<td>Remaining in Care at Period End</td>
<td>521</td>
<td>1</td>
<td>18</td>
<td>53</td>
</tr>
<tr>
<td>Cases Served in Period</td>
<td>694</td>
<td>1</td>
<td>18</td>
<td>53</td>
</tr>
</tbody>
</table>

Table 2.3 EDT Length of Stay Over Time by Age

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total 0-3 Yrs</td>
<td>4-7 Yrs</td>
<td>8-12 Yrs</td>
<td>13-17 Yrs</td>
</tr>
<tr>
<td>Mean LOS (Discharges)</td>
<td>5.7</td>
<td>2.9</td>
<td>7.0</td>
<td>5.9</td>
</tr>
<tr>
<td>Median LOS (Discharges)</td>
<td>5.2</td>
<td>2.9</td>
<td>5.9</td>
<td>5.7</td>
</tr>
<tr>
<td>Maximum LOS (Discharges)</td>
<td>31.8</td>
<td>2.9</td>
<td>21.6</td>
<td>24.1</td>
</tr>
<tr>
<td>Mean LOS (Still In-Care)</td>
<td>16.1</td>
<td>27.0</td>
<td>15.6</td>
<td>15.9</td>
</tr>
<tr>
<td>Median LOS (Still In-Care)</td>
<td>5.7</td>
<td>33.6</td>
<td>5.9</td>
<td>5.4</td>
</tr>
<tr>
<td>Maximum LOS (Still In-Care)</td>
<td>56.5</td>
<td>43.6</td>
<td>50.6</td>
<td>56.5</td>
</tr>
</tbody>
</table>

Table Notes:
- Length of Stay (LOS) is shown in months
- The LOS for those still in care is partial or “as of period end”
- Cases served in period is the sum of cases In-Care at period start and cases admitted in period
- Age is as of service Start
- Totals may not agree with those in Table 1 due to missing cases
| 18 & Over | % | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
|------------------------------------------|-----------|---------------------------|---------------------------|--------------------------|--------------------------|
|                                          | Respondents | %                        | Respondents | %                        | Respondents | %                        | Respondents | %                        | Respondents | %                        |
| Individual Therapy                       | White      | 629                       | 77          | 533                       | 74          | 509                       | 74          | 539                       |            |                          |
|                                          | Hispanic   | 463                       | 85          | 388                       | 63          | 428                       | 83          | 456                       |            |                          |
|                                          | Black      | 251                       | 66          | 197                       | 63          | 194                       | 62          | 299                       |            |                          |
|                                          | Other      | 166                       | 78          | 136                       | 65          | 170                       | 84          | 159                       |            |                          |
| Initial Assessments or Diagnostic Evaluation | White      | 562                       | 69          | 509                       | 70          | 517                       | 75          | 496                       |            |                          |
|                                          | Hispanic   | 380                       | 70          | 321                       | 69          | 320                       | 62          | 326                       |            |                          |
|                                          | Black      | 176                       | 60          | 146                       | 62          | 151                       | 64          | 226                       |            |                          |
|                                          | Other      | 156                       | 74          | 124                       | 78          | 164                       | 81          | 189                       |            |                          |
| Family Therapy                           | White      | 537                       | 66          | 501                       | 69          | 449                       | 65          | 480                       |            |                          |
|                                          | Hispanic   | 300                       | 35          | 296                       | 64          | 351                       | 68          | 335                       |            |                          |
|                                          | Black      | 149                       | 51          | 124                       | 55          | 135                       | 57          | 200                       |            |                          |
|                                          | Other      | 135                       | 64          | 100                       | 63          | 152                       | 75          | 190                       |            |                          |
| Parent Guidance                          | White      | 166                       | 20          | 133                       | 18          | 130                       | 19          | 193                       |            |                          |
|                                          | Hispanic   | 186                       | 34          | 163                       | 35          | 180                       | 35          | 160                       |            |                          |
|                                          | Black      | 90                        | 31          | 57                        | 24          | 69                        | 29          | 99                        |            |                          |
|                                          | Other      | 62                        | 29          | 73                        | 46          | 94                        | 47          | 92                        |            |                          |
| Psychiatric Evaluation or Assessment     | White      | 221                       | 27          | 135                       | 19          | 140                       | 20          | 125                       |            |                          |
|                                          | Hispanic   | 177                       | 33          | 147                       | 32          | 138                       | 27          | 118                       |            |                          |
|                                          | Black      | 86                        | 29          | 55                        | 22          | 64                        | 27          | 71                        |            |                          |
|                                          | Other      | 79                        | 37          | 59                        | 37          | 92                        | 46          | 86                        |            |                          |
| Medication Management by MD              | White      | 207                       | 25          | 151                       | 21          | 144                       | 21          | 145                       |            |                          |
|                                          | Hispanic   | 180                       | 33          | 157                       | 34          | 135                       | 26          | 141                       |            |                          |
|                                          | Black      | 83                        | 28          | 58                        | 25          | 65                        | 27          | 80                        |            |                          |
|                                          | Other      | 63                        | 30          | 51                        | 32          | 84                        | 42          | 75                        |            |                          |
| Group Therapy                            | White      | 184                       | 23          | 96                        | 13          | 103                       | 15          | 92                        |            |                          |
|                                          | Hispanic   | 149                       | 27          | 119                       | 26          | 124                       | 24          | 111                       |            |                          |
|                                          | Black      | 69                        | 24          | 44                        | 19          | 56                        | 24          | 44                        |            |                          |
|                                          | Other      | 53                        | 25          | 48                        | 30          | 70                        | 35          | 60                        |            |                          |
| Telephone Intakes                        | White      | 79                        | 10          | 44                        | 6           | 65                        | 9           | 63                        |            |                          |
|                                          | Hispanic   | 138                       | 25          | 107                       | 23          | 102                       | 20          | 100                       |            |                          |
|                                          | Black      | 51                        | 17          | 35                        | 15          | 45                        | 19          | 41                        |            |                          |
|                                          | Other      | 36                        | 17          | 38                        | 24          | 64                        | 32          | 69                        |            |                          |
| Medication Management by APRN           | White      | 82                        | 10          | 60                        | 8           | 52                        | 59          | 55                        |            |                          |
|                                          | Hispanic   | 120                       | 22          | 107                       | 23          | 108                       | 21          | 96                        |            |                          |
|                                          | Black      | 53                        | 18          | 39                        | 17          | 46                        | 19          | 41                        |            |                          |
|                                          | Other      | 32                        | 15          | 37                        | 23          | 68                        | 34          | 62                        |            |                          |
| Psychological Testing                   | White      | 56                        | 7           | 27                        | 4           | 34                        | 5           | 11                        |            |                          |
|                                          | Hispanic   | 120                       | 22          | 95                        | 20          | 95                        | 19          | 80                        |            |                          |
|                                          | Black      | 46                        | 16          | 32                        | 14          | 42                        | 18          | 33                        |            |                          |
|                                          | Other      | 31                        | 15          | 33                        | 21          | 62                        | 31          | 52                        |            |                          |
| Total                                    | White      | 816                       | 44          | 724                       | 46          | 690                       | 42          | 695                       |            |                          |
|                                          | Hispanic   | 544                       | 29          | 466                       | 29          | 513                       | 31          | 515                       |            |                          |
|                                          | Black      | 293                       | 16          | 236                       | 15          | 237                       | 14          | 351                       |            |                          |
|                                          | Other      | 212                       | 11          | 160                       | 10          | 202                       | 14          | 234                       |            |                          |

Table Notes:
- a. Analysis is for discharged respondents
- b. Table contains discharged cases only
- c. Totals may not agree with those in Table 1 due to missing cases
- d. Table does not contain intake only cases
EXHIBIT A

TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS ARE HEREBY MADE A PART OF THIS CONTRACT:

1. Services to be provided

The contractor shall provide the services described for the consideration stated herein.

2. Payments

The Department and the State of Connecticut assume no liability for payment under the terms of this contract until said contract is fully executed.

Payments will be made as stated in this contract and will be contingent upon receipt and approval of all required reports in a timeframe established by the Department unless, in its sole discretion, the Department waives such a requirement.

The Contractor further agrees to return to the Department any unexpended funds within thirty (30) days after the expiration of this contract, or within thirty (30) days after the termination of this contract by either party.

The Department retains the right to adjust payments under this award to offset any unallowable expenditures or unexpended funds owed from a prior award or from a previously terminated grant award.

Contract funds may not be expended prior to the starting date or subsequent to the termination date of this contract.

3. Establishment of Policies and Procedures

The contractor assures that it will establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of contract funds. Fiscal control and accounting procedures will ensure proper disbursement and accounting of contract funds. Accounting procedures will provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls will be adequate to ensure that expenditures charged to contract activities are for allowable purposes and documentation is readily available to verify that such charges are accurate.

4. Reporting Requirements

The contractor agrees to provide the Department with such statistical, financial, and programmatic information as is deemed necessary by the Department for the purpose of determining payments, establishing Grant formulas, monitoring and evaluating programs, and establishing management information systems.

The Department will be granted access at any reasonable time to the books and records pertaining to the program funded by this contract. Statistical reports shall be in the form prescribed by the Department.

5. Subcontractors

No subcontract may be entered into by the contractor for execution of project activities described unless incorporated into the approved application or approved in advance by the Department.
The contractor will notify the Department of the name, address, telephone number and principal place of business of each subcontractor if contractor subcontracts any portion of the contract funds. The contractor shall make good faith efforts to employ minority business enterprises as subcontractors.

6. **Revisions to Program or Budget**

Any proposed program revisions in the program described which alters the nature or scope of such program shall not be implemented until approval has been received in writing from the Department.

The Department’s share in any line item expenditure, other than salaries, is limited to variance of 20% or $1,000.00, whichever is less, of the level budgeted for Departmental participation unless notice of such proposed variance is given by the contractor to the Department at the contractors earliest knowledge of such proposed variance and is accepted in writing by the Department. The Department’s share in salary expenses is limited to the positions described and amounts budgeted for Department participation unless prior notice of any variance is given by the contractor and accepted in writing by the Department.

7. **Funding Restrictions**

**Restrictions on Supplanting Funds**

It is understood and agreed by both the Department and the contractor that in the event the contractor receives funding from any source other than those detailed in the contract, which supplements or supplants the State share of expenses, for services provided for under this contract, the Department shall be advised of such funding within ten (10) days after the contractor receives notice of such funding.

Further, the contractor assures that contract funds will not be used to supplant Federal, State, or local funds, amount of funding that would, in the absence of these funds, be made available.

**Non-allowable Costs**

Funds allotted to the Contractor by Department shall not be used for capital expenditures, or depreciation thereof. This restriction shall not be interpreted to prevent routine maintenance, but no such funds shall be used for construction or renovation of buildings.

**Return of Funds**

Any funds owing to the Department due to unanticipated funds received by the contractor for the same services from other sources or unallowable expenditures shall be refunded by the contractor within 90 days within receiving notice from the Department. Any funds remaining unexpended upon the expiration of the contract will be returned to the Department within 90 days.

8. **Evaluation**

The contractor, including all other recipients of assistance under this contract, whether by subcontractor or subgrant, agrees to develop or enhance program evaluation strategy acceptable to the Department. The contractor further agrees to cooperate with the Department to:

a. determine whether program goals and objectives are attained;
b. collect and maintain project and client data;
c. supply project data to the Department or its designee; and
d. permit access by the Department, or its designee, to any and all project information.
9. **Rights of Acknowledgment**

The contractor shall acknowledge the Department’s support in all public statements, including annual reports, statements through the media, etc. to which State funds apply in whole or in part.

All records, assets, property, and documents of any nature including any program materials and curricula prepared or purchased by the contractor under this contract and subject to the terms of this agreement, is the property of the Department.

10. **Confidentiality**

The contractor shall abide by Connecticut General Statute 17a-28 regarding confidentiality of and access to records or communications which are identifiable to an individual serviced by and obtained through the contracted project.

11. **Notice of Delay**

If the program/project is not operational within 60 days of original starting date of the contract period, the contractor must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected starting date.

If the program/project is not operational in 90 days of the original starting date of the contract period, the contractor must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department reserves the right to cancel the contract, or where extenuating circumstances exist, the Department may extend the implementation date of the program/project past the 90-day period.

12. **Termination for Default or for Convenience of the State**

The performance of work under the contract may be terminated by the State of Connecticut in accordance with this clause in whole, or from time to time in part:

   a. Whenever the Contractor shall default in performance with its terms (including in the term “default” any such failure by the Contractor to make progress in the prosecution of the work hereunder), and shall fail to correct such default within a period of ten days (or such longer period as the Commissioner may allow) after receipt from the Commissioner of a notice specifying the default: or
   
   b. Whenever for any reason the Commissioner shall determine such termination is in the best interest of the State of Connecticut. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying whether termination is for default of the Contractor or for the convenience of the State of Connecticut. The Contractor will then be notified of the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

13. **Insurance**

The Contractor agrees that while performing services specified in this agreement that he will carry sufficient insurance (liability and/or other) according to the nature of the work to be performed to “save
harmless” the State of Connecticut from any insurable cause whatsoever. Certificates of same are to be filed with the agency prior to the performance of the services, if requested.

14. **Audit Requirements**

The Awardee shall cause to be prepared and delivered to the Department of Children and Families an audit performed by an Independent Public Accountant as defined by C.G.S. 7-396a, Public Act 91-401 and Public Act 92-121. Such audits shall be performed in accordance with generally accepted auditing standards and shall identify expenditures made by the Awardee that are not in compliance with the terms of this award. Such audits must be acceptable to the Commissioner of the Department of Children and Families and comply with regulations or recommendations as promulgated by the Office of Policy and Management or the Department of Children and Families.

The Awardee agrees that Auditors of Public Accounts of the State of Connecticut, and the Department of Children and Families shall have access to all records and accounts of the Awardee concerning each fiscal year during which this Agreement is in effect and to likewise make available records and accounts concerning the implementation of this Agreement for a period of three years after termination of the Agreement.

15. **Non-discrimination On Basis of Sexual Orientation**

(a) The Contractor agrees to the following provisions: (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 of 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 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 Section 46a-56 of the general statutes; (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 section 46a-56 of the general statutes.

(b) The contractor shall include the provisions of section (a) 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 non-compliance in accordance with section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

16. **Special Conditions**

The contractor agrees to comply with any special conditions attached hereto.

17. The contractor agrees to disclose to the Commissioner of the Department of Children and Families any items of value provided to DCF employees for which full payment has not been made.
18. **Choice of Law and Choice of Forum**

The contractor agrees to be bound by the law of the State of Connecticut and the federal government where applicable, and agrees that this contract shall be construed and interpreted in accordance with Connecticut law and federal law where applicable.

19. **Government Function**: If the amount of this contract exceeds two million five hundred thousand dollars, and if the contract is for the performance of a government function as that term is defined in Conn. Gen. Stat. § 1-200(11), as amended by Public Act No. 01-169 and Public Act 02-130, the Department is entitled to receive a copy of the records and files related to the Contractor’s performance of a government function.

All records and files related to the Contractor’s performance of a government function, as that term is defined in [Conn. Gen. Stat. § 1-200(11), as amended by Public Act No. 01-169 and Public Act 02-130,] are subject to the Freedom of Information Act and may be disclosed by the Department pursuant to that Act.

20. **Whistle-blower Protection** - If the amount of this contract is or exceeds five million dollars, the contract is subject to Conn. Gen. Stat. Sec. 4-61dd (e). 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 the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of this statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the 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.

21. **Executive Order No. 7C: Contracting Standards Board** - This contract is also subject to provisions of Executive Order No. 7C of Governor Jodi M. Rell, promulgated on July 13, 2006. The Parties to this Agreement, as part of the consideration hereof, agree that: (1.) The State Contracting Standards Board (“the Board”) may review this contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means: (i.) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes or (ii.) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency. (2.) For the purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title. (3.) Effective January 1, 2006, notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-251, all procurements between state agencies and private entities with a value of $50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said Sections. Certification by agency officials or employees required by Conn. Gen. Stat. § 4-252 shall not be affected by this Section.

22. **HIPAA Provisions**
(a.) If the Contactor is a Business Associate under HIPAA, 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 the requirements of the Health Insurance Portability and Accountability Act of 1996 (“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 Department named on page 1 of this Contract (hereinafter “Department”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and

(d.) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and

(e.) The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and

(f.) The Contractor and the Department agree to the following in order to secure compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E:

I. Definitions

A. **Business Associate.** “Business Associate” shall mean the Contractor.

B. **Covered Entity.** “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.

C. **Designated Record Set.** “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

D. **Individual.** “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. 164.501 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

E. **Privacy Rule.** “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.

F. **Protected Health Information.** “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 164.501, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

G. **Required by Law.** “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.501.

H. **Secretary.** “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

I. **More Stringent.** “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.103.
J. Section of Contract. “(T)his Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.

K. Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.


II. Obligations and Activities of Business Associate

A. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law

B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.

   1. Business Associate agrees to use administrative, physical and technical safeguards as described in the Security Rule 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.

C. 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.

D. 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.

E. Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.

F. Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, 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.

G. 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 agreed to by the parties.

H. 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 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 determining Covered Entity’s compliance with the Privacy Rule.
I. 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.

J. Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I 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.

K. Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.

III. Permitted Uses and Disclosures by Business Associate

A. General Use and Disclosure Provisions: Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

B. Specific Use and Disclosure Provisions:

1. 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.

2. 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.

3. 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. § 154.514(e)(2)(i)(B).

IV. Obligations of Covered Entity

A. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. 164.520, or to the extent that such limitation may affect Business Associate’s use or disclosure of PHI.

B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI.

C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.
V. 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 Privacy Rule 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.

VI. Term and Termination

A. Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

B. Termination for Cause. Upon Covered Entity’s knowledge of a material breach by Business Associate, Covered Entity shall either:

1. 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

2. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

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

C. Effect of Termination.

1. Except as provided in paragraph (2) of this subsection C, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision 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.

2. 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 of 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.

VII. Miscellaneous Provisions

A. Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
B. **Amendment.** The Parties agree to take such action as in 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.

C. **Survival.** The respective rights and obligations of Business Associate under Section VI, Subsection C of this Section of the Contract shall survive the termination of this Contract.

D. **Effect on Contract.** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the contract shall remain in force and effect.

E. **Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

F. **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate’s own purposes. Covered Entity shall not be liable to Business Associate for any claim, 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 pursuant to paragraph II D of this Section of the Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

G. **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, 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.

The Contractor herein **IS** / **IS NOT** a Business Associate under HIPAA per Section 22*:  
(circle one**)

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<thead>
<tr>
<th>Authorized signatory for the contractor</th>
<th>Authorized signatory for (agency abbreviation)</th>
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<tr>
<td>(Typed name and title)</td>
<td>Rudolph E. Brooks, HIPAA Privacy Officer</td>
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**Department must make this determination before Contract is signed.**

Updated Contracts Unit 10/01/06