Bidder's Conference Questions and Answers:

Q1. Where in the application should the budget be included?
A. The last application question in the RFQ requires the respondent to include a budget and budget narrative in their response. Budgetary information would be inserted immediately following responses to the previous questions.

Q2. How stable is the federal and state funding for this position?
A. The Department of Children and Families, on behalf of the Governor's Task Force (GTF) has submitted grant applications for the Children's Justice Act (CJA) funds to the Administration on Children, Youth and Families for many years. These applications have been approved and funds have been awarded to CT since 1989. States are eligible to receive CJA funds only if they receive the Child Abuse and Neglect Basic State grant and comply with the requirements stipulated in Section 106 (b) of the Act. Connecticut has and will continue to comply with these requirements.

In June 2007, funds were appropriated to the Department of Children and Families as a result of key legislation designed to expand services to child victims and develop new programming. It is anticipated these funds will continue. The Coordinator position is being supported by both state and federal funding and it is likely these funds will continue to be made available to the state. We are however, unable to guarantee ongoing receipt of these funds.

Q3. Can you clarify the amount the applicant must prepare a budget for?
A. As stipulated in the RFQ, the applicant will need to prepare and submit a budget for $90,000. This excludes the training costs associated with the Finding Words program.

Q4. When do you anticipate the award to be made?
A. It is likely the Review Team will have reviewed the proposals and prepared a recommendation to the DCF Commissioner by the end of February, 2008. The Contractor will be notified of the results following the Commissioner's selection to enter into contract negotiations with the awarded contractor. The Department intends to develop a Personal Service Agreement with the Contractor which typically is a two to three month process. It is anticipated the start up date for this contract will be May 2008.

Q5. Does the contract run a full year?
A. Yes.

Q6. Should out of state travel be included in the budget?
A. No. The CJA grant will support costs for out of state travel to attend the CJA grantee meeting. Out of state travel associated with the Finding Words training and national conference is included in the Finding Words budget ($60,000).
Q7. Can you elaborate further on the activities for the children relative to the Finding Words Program?
A. There is a component within the curriculum of the Finding Words Program that requires the students to interview a child about a non-abusive event. The state has established a partnership with a local Board of Education to identify children to participate in this program. The program requires the children engage in an activity (e.g. Dinosaur State Park) and be interviewed briefly about the event. Children are provided lunch and receive a goodie bag for their participation. The children must be supervised throughout the day. Typically, the Chief State’s Attorney has secured volunteers to supervise the children.

Q8. If the $60,000 is not expended for the Finding Words program, will there be a carryforward?
A. For 2008, the amount allocated for the Finding Words program is $60,000. It is unlikely these funds will be fully expended given the plan to offer two training sessions in June and October of this year. We do not envision a carryforward of these funds to be necessary based on the plan to provide continuing education and training for the Finding Words faculty, travel expenses associated with Finding Words and other training events sponsored by the Task Force.

Q9. Is there a plan to have the Coordinator participate in RFP Review Teams for Finding Words?
A. Under the direction and supervision of the Executive Committee of the Task Force, the Coordinator may actively participate and help organize future procurements as appropriate.

Questions and Answers submitted after Bidder's Conference:

Q10. In order to be responsive to question #3, we need more information on the personnel associated with the Task Force and the Finding Words program. Can you please provide a list of Task Force members and the faculty for Finding Words here in CT?
A. Connecticut’s Finding Words faculty includes the following individuals:
   - Barbara Bunk, Ph.D. - Psychologist
   - Diane Edell, L.C.S.W., M.P.H. – Trainer/Forensic Interviewer
   - Theresa Montelli - Forensic Interviewer
   - Cornelius Kelly, J.D – Senior Assistant State’s Attorney
   - Lisa Melillo, - School Psychologist/Forensic Interviewer
   - Donna Meyer, B.A. – Forensic Interviewer/MDT Coordinator
   - Stephen J. Sedensky, III, J.D. – Chief State’s Attorney
   - Sgt. Mark Williams – Police Officer/Supervisor Youth Bureau

The following agencies are members of the Governor’s Task Force:
   - Children’s Protective Services
   - Division of Criminal Justice
   - Office of the Chief Public Defender
   - Office of the Attorney General
   - Judicial Branch, Superior Court for Juvenile Matters
   - Department of Public Safety - no representative currently
   - CT Police Chief’s Association - no representative currently
Office of the Child Advocate
Commission on Child Protection
Child Advocacy Centers/Multidisciplinary Teams
Court-Appointed Special Advocates (CASA)
Office of Protection & Advocacy for the Disabled
Office of Victim Services
Connecticut Coalition Against Domestic Violence
Northeast Regional Children’s Advocacy Center
State of Connecticut Department of Education
CT Sexual Assault Crisis Services, Inc. (CONNSACS)
State of Connecticut Department of Mental Health and Addiction Services
Private Practice Clinicians
Health Professional
Disabled Children’s Advocate
Connecticut Association of Foster and Adoptive Parents
Parent Representative
Coordinator of the Governor’s Task Force on Justice for Abused Children

Q11. So that we can be responsive to question #8, can you provide more information on what will be required for the reports to be submitted to the national Finding Words Program?
A. Once a state is certified, APRI continues to monitor the course to ensure a state’s compliance to the Finding Words standards. Reports that will be required to the national Finding Words concern student information for each course, evaluation compilation and follow up surveys with students from prior courses.

Q12. Would the Coordinator hired under the contract attend the national Finding Words training or would the person supervising the coordinator attend?
A. The person responsible for the management and oversight of the course should attend the national conference.

Q13. How many sites in CT will have the Finding Words training implemented? How many will not be trained? We are thinking of adding in evaluation component, so need this information to plan the evaluation.
A. The initial round of training sessions have primarily targeted CPS investigators, law enforcement, prosecutors and other members from the various MDTs throughout the state. When selecting training participants for this course, efforts are made to train MDT members at the same time. As of this date, at least four members from every team have been trained.

Q14. With regard to the budget, we are to budget for the $90,000, excluding the out-of-state travel for the Finding Words and excluding the $60,000 for the actual training, correct? Can this $90,000 include both direct and indirect costs?
A. Correct. Direct and indirect costs can be included in the budget.

Q15. Is the cost of the out-of-state travel covered by the $60,000 set aside for training or will other funds cover the costs associated with the out-of-state training?
A. See response to Q6.
Q16. Are there other costs associated with training that are included in the $60,000 set aside for training?
A. See response to Q6.

Q17. Do you have an estimate of the amount of in-state travel that will be required for this contract?
A. On average, there are 4-8 meetings per month that the Coordinator of the Task Force will be required to attend. The majority of these meetings are centrally located. There will be occasions when the GTF Coordinator is required to meet with each MDT in the state. The Finding Words is a week long training program that occurs in Meriden, CT.

Q18. Do the subcommittees meet in one standard location or are the meeting rotated between various locations? Where are the meetings held?
A. See response to Q17.

Q19. Who is responsible for recruiting potential Finding Words training participants? Will the state select people to participate or will the coordinator be responsible for identifying potential participants?
A. The Coordinators of the MDTs and the State Chapter Coordinator of the CT Children’s Alliance have notified MDT members of this training opportunity. Registration forms are submitted and forwarded to a selection committee for review and approval. The Finding Words Coordinator will collect the registration forms and participate in the selection process with the committee.

Q20. Is there a standard evaluation protocol for the Finding Words training already in place?
A. Yes. As part of the application process, the state was required to submit a plan to the American Prosecutor’s Research Institute (APRI) to measure the impact of the Finding Words Curriculum on the investigation and prosecution of child sexual abuse cases.
REQUEST FOR QUALIFICATIONS

Coordinator to the Governor’s Task Force on Justice for Abused Children
Statewide Coordinator Finding Words Training Program

December 14, 2007

State of Connecticut
Department of Children and Families
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REQUEST FOR QUALIFICATIONS (RFQ)

PROGRAM TITLE
Coordinator to the Governor’s Task Force on Justice for Abused Children
Statewide Coordinator to the Finding Words Program

PROCUREMENT SCHEDULE

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OVERVIEW
The Department of Children and Families (DCF/Department) in partnership with the Governor’s Task Force on Justice for Abused Children (GTFJAC) is seeking applications from qualified agencies to hire an individual to coordinate GTFJAC activities and function as the statewide coordinator of the Finding Words Program.

SOURCE OF FUNDS
The services contained within this RFQ will be funded by both federal and state funds to be awarded based upon a competitive application process. Continued funding is dependent upon appropriations available to the Department.

PERIOD OF AWARD
The funding period will be determined in conjunction with the awarded applicant(s) based upon the anticipated start of service. It is expected that a one (1) year contract will be executed. Continued funding will be contingent upon performance of the awarded RFQ applicant and the continued appropriation and availability of funds to the Department.

AMOUNT AND TERMS OF AWARD
The amount and terms of award will be negotiated with the successful applicant based on the actual contract start date. The maximum annualized funding available is $150,000. This amount includes all training costs and expenses associated with the Finding Words Program. In 2008, the amount allocated for this training is $60,000. This amount may vary each year dependent on the frequency of training.
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 interests of the Department. The Department reserves the right to contract for all or any portion of the scope of work contained within this RFQ if it is determined that contracting for a portion or all of the work will best meet the needs of the Department.

ELIGIBILITY
Applications will be accepted from any public, non-profit or private organization. The Applicant and any proposed subcontractors may not have a current licensing restriction or have been subject to DCF or other state agency licensing restriction within the last 6 months, nor may the Applicant have had a program terminated within the last three (3) years due to quality of care or other agency performance issues. A current investigation of Medicaid fraud or a judgment involving Medicaid fraud within the past five (5) years also excludes a provider from participation. Proposals from applicants who appear on the United States General Services Administration Excluded Parties List will not be considered.

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.

GRANT APPLICATION DEADLINE
The contact person (see below) must receive one (1) original and seven (7) copies by February 11, 2008, no later than 3 p.m. eastern standard time at the following DCF location (See also “Application Instructions” section):

Judith Jordan
Director of Grants Development and Contract Management
DCF - 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 responses will not be accepted. Also, no responses will be accepted for review after the due date and the time stated above.

TECHNICAL ASSISTANCE/BIDDER’S CONFERENCE
A non-mandatory Technical Assistance/Bidder’s Conference is scheduled for:
January 7, 2008
9:00-11:00
Office of the Chief State’s Attorney
300 Corporate Place
Rocky Hill, CT 06067
(860) 258-5800
Directions: Take Interstate 91, Exit 23

If coming from SOUTH, take a left off of the ramp and first right just over highway into Corporate Place

If coming from NORTH, take right off of ramp and first right into Corporate Place.

The Chief State’s Attorney’s Office is the last building on the right.

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

LETTER OF INTENT & CONTACT PERSON

A non-binding Letter of Intent is required; 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 to and received by the contact person noted below by 3 p.m., eastern time, on January 11, 2008. Faxed copies or emailed copies of the Letter of Intent will be accepted.

Kimberly Nilson  
Department of Children and Families  
505 Hudson Street  
Hartford, CT 06106  
Phone: 860-550-6463 Fax: 860-723-7236 email: Kimberly.Nilson@ct.gov

Please notify the DCF contact person identified on the Letter of Intent form if, within 24 hours of your having e-mailed or faxed your Letter of Intent to DCF, you do not receive a confirmation of its receipt.

QUESTIONS

Answers to questions about this RFQ provided only at the Technical Assistance Meeting and through the prescribed electronic “Question and Answer” method and period. Following the Technical Assistance meeting questions regarding the RFQ and its content must be received by 3:00 pm, January 11, 2008 via email directed to Kimberly Nilson. The Department will post responses to these questions on the Department of Administrative Services (DAS) website (Contracting Portal: www.das.state.ct.us) on or about January 21, 2008.

Any form of ex parte contact regarding this RFQ or any proposal being prepared or being considered under this RFQ, whether directly or indirectly is hereby strictly prohibited. This includes, but is not limited to, any contact with any DCF employees asking them for advice, information, or support. Violations may result in the rejection of any and all proposals submitted under this RFQ by such respondent(s). Any inquiries or requests regarding the RFQ must be submitted to the Contact Person via the Question and Answer process noted herein.
BACKGROUND

The Children’s Justice Act (CJA) provides grants to States to enact reforms designed to improve:

1. The handling of child abuse cases, particularly child sexual abuse cases in a manner which limits additional trauma to the child victim;
2. The handling of cases of suspected child abuse or neglect related fatalities; and
3. The investigation and prosecution of child abuse and neglect, particularly child sexual abuse and exploitation; and
4. The handling of cases involving children with disabilities or serious health-related problems who are victims of abuse or neglect.

Specifically, Children’s Justice Act (CJA) grant funds are used predominately to develop, establish and operate programs designed to improve:

1. investigative, administrative and judicial handling of child abuse and neglect, particularly child sexual abuse and exploitation in a manner which reduces the additional trauma to the child victim and the victim’s family and which also ensures procedural fairness to the accused;
2. experimental, model and demonstration programs for testing innovative approaches and techniques which may improve the prompt and successful resolution of civil and criminal proceedings or enhance the effectiveness of judicial and administrative action in child abuse and neglect cases;
3. reform of state laws, ordinances, regulations, protocols and procedures to provide a comprehensive protection for children from abuse, particularly sexual abuse.

The GTFJAC was established in 1988 in accordance with the Children's Justice Act. In order to be eligible for CJA funds, states must meet the CAPTA (Child Abuse and Prevention Treatment Act) Basic State Grant and are required to establish and maintain a multidisciplinary Task Force on children’s justice. The Task Force is comprised of representatives from selected disciplines involved in handling child abuse and neglect cases. Section 107 (c) (1) of the CJA Grant requires the following members be included in the Task Force:

- Law enforcement community
- Criminal/Civil Court Judge(s)
- Prosecuting/Defense Attorney(s)
- Child Advocate/Attorneys representing Children
- CASA Representative
- Health/Mental Health Professionals
- Child Protective Service Agencies
- Parent Group Representatives
- Individual(s) experienced in working with children with disabilities

Members of the GTFJAC are appointed and serve in accordance with the Children’s Justice Act. Membership is composed of professionals/individuals with knowledge and experience relating to the criminal justice system and issues of child physical abuse, child neglect, child sexual abuse and exploitation, and child maltreatment related fatalities. The Commissioner of the Department of Children and Families and the Chief State’s Attorney function as Chairpersons of the GTFJAC. By-laws were created to
outline the purpose and responsibilities of the GTFJAC, as well as address membership issues, establishment/participation in various sub-committees and assorted procedures/protocols that have been developed and endorsed by the GTFJAC. These By-laws are reviewed and updated as needed.

Every three years after the initial award, the task force is required by legislation to conduct a comprehensive evaluation of the state’s systems related to the investigative, administrative and judicial handling of these cases and make recommendations for improvements in those systems.

Given the diversity in membership and scope of the GTFJAC, a number of sub-committees have been established that focus on key issues/initiatives that have been identified. These sub-committees are as follows:

1. **Executive Committee** – comprised of six individuals, four of whom are elected by the GTF membership. The two permanent members of this committee include representatives from the Department of Children and Families and the Office of the Chief State’s Attorney. This committee serves as the Task Force ‘engine’ guiding and supporting the implementation of planned activities, recommendations and responding to urgent situations.

2. **Multidisciplinary Team Evaluation Committee** – this committee is charged with reviewing the protocols of all multidisciplinary teams, monitoring and evaluating teams and making recommendations for modifications to the system. Members are appointed by the GTFJAC. GTFJAC Coordinator provides follow up to ensure all issues/concerns raised in the evaluation process have been addressed by the individual team.

3. **Training Sub-Committee** – Volunteer members identify the needs and gaps in training; develop a plan to meet the training needs of the multiple disciplines involved in CT teams and award financial reimbursement for those wishing to attend training.

4. **Membership Sub-Committee** – Established to address membership issues, particularly in clarifying the role and function of GTFJAC members, as well as maintaining and recruiting members to the GTFJAC.

5. **Finding Words Ad-Hoc Sub-Committee** – Committee originally established to assist in the development and submission of CT’s application to the Finding Words/Half a Nation by 2010. Following acceptance, members of this committee developed an implementation plan to bring the forensic training program to CT in March 2007.

6. **Committee on Child Representation** - Recognizing the disparity in legal representation for children and parents in Juvenile Court, the GTFJAC established a Committee to address the quality of representation for minor children/parents in CT.

Two additional Sub-Committees have recently been established by the GTFJAC to focus on specific areas of work for the Task Force this upcoming year: Children with Disabilities (the GTFJAC will sponsor a statewide conference) and CPS involvement in Military Families. The GTFJAC intends to help sponsor an educational/informational conference to inform the community about the supports and services that are available to military personnel and their families. Further details surrounding these specific areas of work will be forthcoming.

The Governor’s Task Force on Justice for Abused Children identified the need for greater coordination of agencies involved in the investigation, intervention and prosecution of child sexual abuse and serious physical abuse cases. When reviewing the systems of response, it became evident that serious child abuse cases and sexual abuse cases of young children, in particular, present significant challenges for
professionals. The development of multidisciplinary teams that coordinate in the beginning stages of an investigation has provided a means of maximizing community resources that strengthen and improve interagency response and interventions.

The Children’s Justice Act (CJA) Grant and the Child Abuse Prevention and Treatment Act (CAPTA) currently funds 15 Multidisciplinary Teams (MDTs) formed under C.G.S. Section 17a-106a. MDTs and CACs receive additional state funding as a result of House Bill 5812, an Act Concerning the Registration and Supervision of Sexual Offenders. This Act was designed to increase the supervision of sex offenders by increasing the number of probation and parole officers who supervise sexual offenders, as well as to expand services to child victims of sexual abuse. Although the Act was not passed, the sum of $850,000 was appropriated through the General Fund to the Department of Children and Families, to distribute equally to the MDTs and CACs statewide to expand current services. The remaining funding not allocated to the teams or CACs would be used to create new programming. CJA funding has been used to support the Finding Words Program, MDT evaluations, sponsor statewide trainings, maintenance of a web-based data collection system, coordinator salary, travel associated with attendance at the CJA grantee meeting and special projects/initiatives of the GTFJAC.

This past year, the Finding Words Sub-Committee of the GTFJAC, after exploring other forensic interviewing models, recommended to the Task Force that an application to bring Finding Words: Half a Nation by 2010 be pursued. In January 2006, the Governor’s Task Force, through the Office of the Chief State’s Attorney, submitted an application to bring Finding Words: Half a Nation by 2010 to Connecticut. This application was reviewed and accepted by the American Prosecutor’s Research Institute (APRI). The first training session occurred in March 2007. Currently the program is being administered through the Chief State’s Attorney’s Office.

Finding Words is a comprehensive, nationally recognized week long forensic interviewing course offered to multidisciplinary teams, consisting of prosecutors, law enforcement officers, child protection workers and forensic interviewers, to assist in the investigation and prosecution (when appropriate) of child abuse cases. The course utilizes CornerHouse’s RATAC forensic interviewing protocol that is research-based and proven defensible in court. Each component of the protocol takes into account the child’s age and developmental functioning as well as other variables. The RATAC model can be used to interview children not only about sexual abuse, but also about other forms of maltreatment.

Finding Words is an intensive training program that requires states to develop a faculty from the various disciplines in the community to train members of the multidisciplinary teams on the Finding Words program. The local faculty is required to attend a week long Finding Words course conducted by APRI staff. They are then required to observe the week long Finding Words course taught by faculty in another state. Following this session, our faculty prepares a videotape of themselves teaching the course. APRI reviews and critiques the tape and provides feedback to allow opportunities for modifications prior to delivering the training live to the teams. Students are required to complete homework prior to each session and conduct an interview with a child about a non-abuse event, to allow the student to practice building rapport and using age-appropriate questions. The second interview is conducted with an adult actor who portrays a child victim of suspected abuse. Following these interviews, students are critiqued by the local faculty and their peers. A comprehensive essay examination is given at the end of the week to measure the student’s knowledge of the material gained throughout the course. Students must pass the exam to receive a certificate of completion.
The Finding Words Curriculum includes the following key content areas that promote competent interviews:

- Dynamics of, and victim responses to child sexual abuse
- Child development and age-appropriate questioning
- The Disclosure process and potential blocks
- Effective use of anatomical dolls, diagrams and drawings
- The search for corroborative evidence
- Hearsay
- Memory and suggestibility
- Preparing the child and forensic interviewer for testifying
- Diversity issues

Two to three training sessions are scheduled annually.

**CONTRACTOR EXPECTATIONS**

The awarded agency will staff 1 FTE (full time equivalent) to function as Coordinator of the GTFJAC and the Finding Words Program on a contractual basis. Members of the Executive Committee of the GTFJAC will participate in the final selection of the Coordinator with the awarded contractor.

All duties of this position are under the direction and supervision of the Commissioner of DCF (or designee) and the Chief State’s Attorney (or designee) or the Chairpersons of the Executive Committee.

The awarded agency will be expected to coordinate and staff meetings of the Task Force, its subcommittees and work groups, as requested by the Chairpersons. The GTFJAC Coordinator is responsible for informing the Executive Committee of the activities of these workgroups and other GTFJAC business during monthly Executive Committee meetings.

The awarded agency will provide administrative/clerical support to the GTFJAC including provision of meeting notices, developing agendas, taking notes at meetings, producing and disseminating timely minutes, updating GTFJAC by-laws, tracking outcome data of the Teams and performing other communication activities and supports as necessary.

The awarded agency will assure completion of written summaries, reports and proposals to the GTFJAC, as required. The awarded agency will assure the completion of the Children’s Justice Act Grant Application annually and other grant applications, as needed on behalf of the GTFJAC.

The awarded agency will enhance/facilitate ongoing communication and collaboration from member agencies of the GTFJAC as well as support and coordinate activities to assist the GTFJAC with the implementation of initiatives, training and special projects.

The GTFJAC Coordinator position may require public speaking at legislative hearings, community meetings, etc. Travel to various meetings throughout the state will be required. The Coordinator will also be required to attend the annual CJA grantee meeting typically held out of state.

On behalf of the GTFJAC, the awarded agency will collaborate with staff from the CT Children’s Alliance and other entities as requested, as well as assist in the coordination/completion of the Statewide Services
Assessment with the awarded Contractor. The GTFJAC Coordinator will be expected to provide follow up on recommendations and findings as a result of this evaluation in consultation with the GTFJAC Executive Committee.

With the advent of state legislation to support MDT’s and CACs, a comprehensive review is necessary to ensure that all children in CT and their families have prompt access to comprehensive, specialized and culturally competent services. Information obtained as a result of this comprehensive review will be used to inform best practice, assure prompt access, establish state priorities, reallocate resources, develop new services/programs and adjust the infrastructure to better meet the needs of children and families.

The awarded agency will coordinate and monitor the presentation of the Finding Words Course up to three times annually as well as coordinate other training events sponsored and approved by the GTFJAC. Duties include, but are not limited to the following:

♦ coordinate the Finding Words registration and selection of training participants;
♦ ongoing communication/collaboration with CT’s Finding Words faculty and trained actors;
♦ organizing activities for the children and scheduling their participation in each training session;
♦ securing volunteers to supervise/chaperone children;
♦ organizing training events – setting up the training room, ensuring equipment is available etc;
♦ assuring materials are distributed timely to all training participants;
♦ securing training locations when necessary;
♦ attend and facilitate the week long training courses held in CT;
♦ assuming fiduciary responsibilities for various entities involved with the program (initiating and tracking payments, maintaining a budget, providing financial reports/updates;
♦ identifying additional funding sources (if necessary);
♦ ensuring course evaluations are made available to training participants. Results will be reviewed and follow up may be necessary with relevant parties;
♦ submit reports as required to the national Finding Words;
♦ attend, if requested, a week long out of state Finding Words course and the annual national meeting;
♦ performing other activities as required to promote the successful implementation of this major initiative.

The awarded agency will ensure all training initiatives sponsored by the GTFJAC are consistent with the Finding Words Curriculum.

Travel to attend meetings at various locations throughout the state will be required.

The Executive Committee will evaluate contractor performance annually.

**PREPARING A RESPONSIVE APPLICATION**

Respondents must review the RFQ in total to ensure that all required questions and response elements are adequately and sufficiently addressed. Applicants should carefully read and familiarize themselves with the section titled “APPLICANT INSTRUCTIONS and REVIEW INFORMATION.” This section details the format
and the appendices requirements. The Department has the right to reject submitted applications that do not conform to these requirements.

APPLICATION QUESTIONS

The section immediately below lists all the questions in which Applicants must respond to in their submission. It is strongly encouraged that these questions be considered and answered within the context of the totality of information contained in this RFQ.

1. Describe your organization, mission, philosophy, years of operation and current range of services sufficient to demonstrate your agency’s qualifications to fulfill the requirements of this RFQ. Include an organizational chart that identifies key manager(s) or other staff by name and include resume(s) of the individuals who may be involved.

2. Describe your agency’s experience in delivering culturally responsive community based services to diverse populations.

3. How do you envision the collaboration between your agency and the GTFJAC? Include in your response how your agency intends to collaborate with the GTFJAC in providing supervision of the GTF Coordinator.

4. Please describe your agency’s grant application and/or grant management experience as well as the agency's knowledge and experience working with Multidisciplinary Teams.

5. The GTFJAC is composed of members from multiple state and non-governmental agencies with various missions, philosophies and scopes/focus of work. Describe your agency’s approach to engage and facilitate ongoing communication and collaboration among GTFJAC members and other community agencies involved with the investigation, treatment and prosecution of child sexual abuse and severe physical abuse and neglect cases.

6. Describe your agency’s experience working with various state and community agencies, particularly those involved in the investigation, treatment and prosecution of child sexual abuse and severe physical abuse and neglect cases.

7. What qualifications, background and experience would you consider important in hiring a coordinator that would demonstrate the skills necessary to fulfill the requirements of this RFQ?

8. Describe the methods your agency would employ to organize, manage and coordinate activities and responsibilities of the GTFJAC and the Finding Words Program.

9. Describe your agency’s experience in detail coordinating and facilitating large conferences and/or training sessions. Include ability and capacity to secure space, to provide necessary equipment and other materials that may be necessary to deliver training.

10. Provide a consolidated budget and budget narrative for the Coordinator position, exclusive of the training costs associated with the Finding Words Program.
APPLICATION INSTRUCTIONS and REVIEW INFORMATION

INSTRUCTIONS FOR COMPLETION

Submitted applications must conform to the following format requirements:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Requirement Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Page Limit</td>
<td>20 (excludes Cover Page, Table of Contents and Appendices)</td>
</tr>
<tr>
<td>Font Size</td>
<td>12 pt</td>
</tr>
<tr>
<td>Font Type</td>
<td>Times New Roman</td>
</tr>
<tr>
<td>Paper</td>
<td>8.5 x 11 inches (portrait orientation)</td>
</tr>
<tr>
<td>Margins</td>
<td>1 inch all sides</td>
</tr>
<tr>
<td>Line Spacing</td>
<td>1.5</td>
</tr>
<tr>
<td>Copies</td>
<td>1 original plus 7 copies</td>
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</tbody>
</table>

APPLICATION FORMAT

Note: Applications should be packaged with the information in the order as follows: (not in binders, please)

1. Cover Sheet
2. Table of Contents
3. Application Questions and Responses
4. Appendices (see below)

Please ensure that all pages are numbered.

APPENDICES

The following appendices must be included with the proposal:

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>Appendix 1</td>
<td>Organizational Structure/Chart</td>
</tr>
<tr>
<td>Appendix 2</td>
<td>Resumes of Key Staff</td>
</tr>
<tr>
<td>Appendix 3</td>
<td>Board of Directors (annotated with race/ethnicity, gender and town of residence)</td>
</tr>
<tr>
<td>Appendix 4</td>
<td>Subcontractor Profile Form(s)</td>
</tr>
<tr>
<td>Appendix 5</td>
<td>Consulting Agreement Affidavit*</td>
</tr>
<tr>
<td>Appendix 6</td>
<td>Notification to Bidders Form** (Bidder’s CHRO Compliance Package)</td>
</tr>
<tr>
<td>Appendix 7</td>
<td>Evidence of Nondiscrimination Form and Applicable Evidence material* (Bidder’s CHRO Compliance Package)</td>
</tr>
<tr>
<td>Appendix 8</td>
<td>Employment Information Form* (Bidder’s CHRO Compliance Package)</td>
</tr>
</tbody>
</table>

Please note: Attachments other than those appendices defined above are not permitted. In addition, these appendices are not to be used to extend or replace any required section of the application.

*Submissions are to include the above identified properly executed forms, materials and affidavits. Applications lacking these documents will be rejected from review and award consideration.
REVIEW PROCEDURE

The Department is under no obligation to award the contract to the application with the highest scores or, for example, the proposals offering to provide the service at a lower amount than other applicants. The review panel may use numerical point measures as a guide, but these measures are not binding. The review panel submits their scores of the proposals, and any strengths or weaknesses noted, to the Commissioner, who makes the final selection. The goal of the Department is to procure the highest quality services in the most fiscally responsible way.

Following the final selection, a contract will be negotiated and developed with the applicant(s) that details the services, budget, rate, performance-based criteria, and reporting requirements. No financial obligation by the State can be incurred until a contract is fully executed.

REVIEW CRITERIA

Bidder Qualifications
- Applicant has provided an overview that demonstrates their capacity to successfully provide the proposed service(s).
- This overview supports the applicant’s ability to successfully administer the proposal set forth in the RFQ.
- Applicant has demonstrated prior experience in delivering services similar to those described in the RFQ.
- Applicant has complied with all technical aspects of the RFQ, including providing clear and complete responses to all questions.

Cultural Competency
- The Board of Directors reflects cultural diversity.
- The Applicant has experience working with diverse populations.

Program Specific
- The Applicant has identified specific details for how they will provide each element of the requirements iterated in the RFQ; these plans support the successful provision of the identified service(s).
- The Applicant has described sufficient understanding of the investigation, treatment and prosecution of child sexual abuse and severe physical abuse and neglect cases.
- The Applicant has documented experience in grants development and management.
- The Applicant has documented experience in organizing, managing, and coordinating training conferences.
- The Applicant has identified the credentials they will require to staff the position. The credentials demonstrate the requisite education, experience, and skills needed to successfully fulfill the identified duties as outlined in the RFQ.

Budget
- The Applicant’s budget narrative provides ample information with which to assess the budget.
- The Applicant’s budget total is within the parameters outlined within the RFQ.
- The Applicant’s proposed budget is reasonable and cost effective.
BUDGET FORM

Please complete an annualized budget using the budget template below.

APPLICATION BUDGET AND NARRATIVE JUSTIFICATION

Contractor: _________________________________

CATEGORIES

A. Personnel

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Name</th>
<th>Project role or activity</th>
<th>FTE</th>
<th>Salary Requested</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Personnel subtotal

In sections B-G, provide a description of the components of each costs.

B. Fringe Benefits

Rate=______%

Fringe Benefits Subtotal =

C. Travel

Include purpose and costs
Note: Mileage reimbursement may not exceed the State reimbursement rate of $. 485/mile

Travel subtotal =

D. Supplies

Supplies subtotal =

E. Equipment

Equipment subtotal =

F. Contractual Costs

Include name of subcontractor, hourly rate and number of hours

Contractual subtotal =

Total Direct Charges (sum of A-F)

G. Indirect Costs

Rate = ____%

List items that make up indirect costs, e. g., facility costs, maintenance, administrative or support staff not directly assigned to project

Indirect costs =

TOTAL
# SUBCONTRACTOR PROFILE

(COMPLETE FOR EACH SUBCONTRACTOR)

<table>
<thead>
<tr>
<th>Legal Name of Agency:</th>
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<tbody>
<tr>
<td>Agency Contact Person:</td>
</tr>
<tr>
<td>Title:</td>
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<tr>
<td>Address:</td>
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<tr>
<td>Phone:</td>
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<tr>
<td>Fax:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
<tr>
<td>Amount of Subcontract:</td>
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</table>

## BRIEF DESCRIPTION OF SERVICES PROVIDED BY THE AGENCY

<table>
<thead>
<tr>
<th>DESCRIPTION OF SERVICES TO BE PROVIDED RELATED TO THE SERVICE/PROGRAM</th>
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<tbody>
<tr>
<td>Request for Qualifications</td>
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<td>----------------------------</td>
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<tr>
<td>Name of Agency:</td>
</tr>
<tr>
<td>FEIN</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Application Contact Person:</td>
</tr>
<tr>
<td>Contact Person Phone &amp; Fax:</td>
</tr>
<tr>
<td>Contact Person Email Address:</td>
</tr>
</tbody>
</table>
LETTER OF INTENT  
(NON-BINDING)  

Date: _____________________________

This is to advise you that our agency is planning to apply for funding in response to the RFQ entitled:  
Coordinator to the Governor’s Task Force on Justice for Abused Children  
Statewide Coordinator Finding Words Training Program

<table>
<thead>
<tr>
<th>AGENCY NAME:</th>
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<th>AGENCY ADDRESS:</th>
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<tr>
<th>AGENCY CONTACT:</th>
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<table>
<thead>
<tr>
<th>POSITION/TITLE:</th>
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<tr>
<th>TELEPHONE NUMBER:</th>
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<tr>
<th>EMAIL ADDRESS:</th>
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</table>

Letter of Intent must be received by January 11, 2008 at 3:00 p.m., by the following person:

Kimberly Nilson  
Department of Children and Families  
505 Hudson Street  
Hartford, CT 06106  
Fax: 860.723.7236  
E-mail: Kimberly.Nilson@ct.gov
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 Statues 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

The CHRO Package can be accessed from the DCF Internet site


Administrative Expectations

Please see Exhibit A to view the terms and conditions for DCF funded contractors.
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

Affidavit to accompany a State contract for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

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

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

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT:  [ Number of Affidavits Sworn and Subscribed On This Day: __1___ ]

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

Consultant’s Name and Title  ____________________________
Name of Firm (if applicable)  ______________________________________
Start Date  ____________________________  End Date  ____________________________  Cost  ____________________________
Description of Services Provided:  ___________________________________________________________
                                                                                     ____________________________________________________________________________

Is the consultant a former State employee or former public official?  □ YES  □ NO
If YES:  ____________________________________________________________  ____________________________
          Name of Former State Agency  Termination Date of Employment

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

___________________________ _________________________________ __________________
Printed Name of Bidder or Vendor  Signature of Chief Official or Individual  Date

Federal Employer ID No. (FEIN)  or Social Security Number (SSN)
Printed Name (of above)  Awarding State Agency

Sworn and subscribed before me on this _______ day of ____________, 200__.

___________________________
Commissioner of the Superior Court or Notary Public
EXHIBIT A

TERMS AND CONDITIONS
CONTRACTS WITH AGENCIES

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.

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

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

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.

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. Sub-contractors

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 sub-contractor if Contractor subcontracts any portion of the contract funds. The Contractor shall make good faith efforts to employ minority business enterprises as sub-contractors.

5. Funding Restrictions

(a) 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.

(b) 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 thirty (30) days within receiving notice from the Department. Any funds remaining unexpended upon the expiration of the contract will be returned to the Department within thirty (30) days.

6. 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.

7. Evaluation

The Contractor, including all other recipients of assistance under this contract, whether by sub-contractor or sub grant, 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.

8. Rights of Acknowledgment

The contractor shall acknowledge the Department’s support in all public statement, 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.

9. Copyrights

The State of Connecticut retains sole ownership, including copyright privileges over any documents, reports, or other products of this contract.

10. Safeguarding Client Information.

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

11. Alterations, Cancellation and Termination

(a) Contract Revisions and Amendments.

(1) Contract amendments must be in writing and shall not be effective until executed by both parties to the contract, and, where applicable, approved by the Attorney General.

(2) No amendments may be made to a lapsed contract.

(b) Contract Reduction.

(1) The Department reserves the right to reduce the Contracted amount of compensation at any time in the event that:

(2) the Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld; or

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

(c) Default by the Contractor.

(1) If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this contract the Department may:

(i) withhold payments until the default is resolved to the satisfaction of the Department;

(ii) temporarily or permanently discontinue services under the contract;

(iii) require that unexpended funds be returned to the Department;

(iv) assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Department;

(v) require that contract funding be used to enter into a subcontract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance;

(vi) terminate this contract;

(vii) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this contract or both;

(viii) any combination of the above actions.

(2) In addition to the rights and remedies granted to the Department by this contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of this contract.

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

(d) Non-enforcement Not to Constitute Waiver. The failure of either party to insist upon strict performance of any terms or conditions of this agreement shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.

(e) Cancellation and Recoupment.

(1) This agreement shall remain in full force and effect for the entire term of the contract period, above, unless either party provides written notice sixty (60) days or more from the date of termination, except that no cancellation by the Contractor may be effective for
failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.

(2) The Department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.

(3) The Department reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of program(s) under this contract shall not be subject to recoupment. The Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under this contract or any other contract between the State and the Contractor.

(f) Mergers and Acquisitions.

(1) Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department.

(2) At least ninety (90) days prior to the effective date of any fundamental changes in corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility, the Contractor shall provide the Department with written notice of such changes.

(3) The Contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will provide prior written agreement. The Department shall notify the Contractor of such determination not later than forty-five (45) business days from the date the Department receives such requested documentation.

12. 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 causes whatsoever. Certificates of same are to filed with the agency prior to the performance of the services, if requested.

13. 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
which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers’ representative of the contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the general statues;

(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 contact with the state, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statues; 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 may so enter.

14. Special Conditions

The contractor agrees to comply with any special conditions attached to this Agreement.

15. Sovereign Immunity.

The Parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of sovereign immunity, which it may have had, now has or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision, this provision shall govern.

16. 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.

17. Litigation.

(a) The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this contract,
including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the contract.

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

18. **Offer of Gratuities.** By its agreement to the terms of this contract, the Contractor 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 this 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 Contractor or its agents or employees. 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.

19. **Campaign Contribution Restrictions.** On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies.

   For all State contracts 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 Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11.

20. **Independent Capacity of Contractor.** The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in the performance of this contract will act in an independent capacity and not as officers or employees of the State of Connecticut or of the Department.

21. **Indemnification.**

   (a) The Contractor shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:

   (1) claims arising directly or indirectly, in connection with the contract, including the acts of commission or omission (collectively the “Acts”) of the Contractor or Contractor Parties; and

   (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys’ and other professionals’ fees, arising, directly or indirectly, in connection with Claims,
Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this contract. The contractor’s obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the contract.

(b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.

(c) The Contractor’s duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(d) The Contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient general liability insurance to satisfy its obligations under this contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.

(e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys’ and other professionals’ fees expended in pursuing a Claim against a third party.

(f) This section shall survive the termination, cancellation or expiration of the Contract, and shall not be limited by reason of any insurance coverage.

22. **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.

23. **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.

24. **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.

25. **HIPAA Provisions**

(a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“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 (“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
The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and

The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(g) Definitions

(1) “Business Associate” shall mean the Contractor.

(2) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.

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

(4) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

(5) “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.

(6) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

(7) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

(8) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

(9) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.

(10) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.

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


(h) Obligations and Activities of Business Associates.

(1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
(2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.

(3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

(5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

(6) Business Associate agrees 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.

(7) 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.

(8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.

(9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created 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.

(10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(11) 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.

(12) Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.
(i) Permitted Uses and Disclosure by Business Associate

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

(2) Specific Use and Disclosure Provisions

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity

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

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

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

(k) 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.

(l) Term and Termination.

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

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

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

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

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

(3) **Effect of Termination**

(A) Except as provided in (1)(2) above, 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.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return 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.

(m) **Miscellaneous Provisions**

(1) **Regulatory References.** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2) **Amendment.** The Parties agree to take such action as 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.

(3) **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Contract.

(4) **Effect on Contract.** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
(5) **Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6) **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate’s own purposes. Covered Entity shall not be liable to Business Associate for any claim, 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 this 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.

(7) **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 19*: (circle one)**

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<th>Authorized signatory for the contractor</th>
<th>Authorized signatory for (agency abbreviation)</th>
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**Date**

**Date**

**Department must make this determination before Contract is signed.**

Updated Contracts Unit 12/05/07