

PROVIDER TRAINING

Trauma-Focused Cognitive Behavioral Therapy

REQUEST FOR PROPOSALS



March 14, 2008

State of Connecticut
Department of Children and Families

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State of Connecticut
Department of Children and Families
505 Hudson Street
Hartford, CT 06106

REQUEST FOR PROPOSALS (RFP)

SECTION 1 – OVERVIEW

PROGRAM TITLE

PROVIDER TRAINING
Trauma-Focused Cognitive Behavioral Therapy (TF-CBT)

PROCUREMENT SCHEDULE

The following table summarizes activities and associated dates for this procurement. These activities and dates are detailed in the relevant RFP sections below.

RFP Planning and Development	Initiated February 2008
RFP Published	March 14, 2008
TA/Bidders Conference	March 27, 2008 at 1:00 PM
Deadline for Receipt of <u>Required</u> Letter of Intent	April 3, 2008 at 4:00 PM
Deadline for Submission of Questions	April 3, 2008 at 4:00 PM
Questions and Answers Posted to Website	On or about April 11, 2008
Deadline for Receipt of Proposals	April 28, 2008 at 4:00 PM
Anticipated Notice of Award	On or about May 21, 2008

OVERVIEW

The Department of Children and Families (Department) is pleased to provide an opportunity for behavioral health providers located throughout the state to receive extensive training and consultation focused on a well-established evidence-based practice, Trauma-Focused Cognitive Behavioral Therapy (TF-CBT). It is the intent of the Department that this empirically supported treatment for children and adolescents who exhibit behavioral and emotional disorders will be widely disseminated and sustained across community-based outpatient settings.

It is well-documented that each year thousands of children and adolescents are exposed to various types of trauma including but not limited to: physical and sexual abuse; accidental or violent death of a loved one; violence in families and communities; and life-threatening illnesses and injuries. Many of these children are involved in the child welfare and juvenile justice systems. These types of trauma interfere with normal developmental processes, which may lead to serious emotional and behavioral problems with long-term consequences. Traumatic stress often severely disrupts functioning and behavior at home, at school, and in the community.

TF-CBT is an effective treatment that can mitigate these consequences. It is a clinic-based, individual, short-term treatment that will be taught using the Learning Collaborative methodology. Six Core Teams, comprised of a maximum of seven to nine members each including supervisors, clinicians, senior leaders, and family members or consumers from licensed outpatient psychiatric clinics for children will work together to study, test and make changes to their entire system. This methodology applies the collective strengths and expertise of team members and engages expert faculty for training, coaching, mentoring and consultation to support an agency-wide cultural

transformation and successful utilization of the evidence-based practice. This process occurs over the course of nine to eighteen months.

Selected providers must exhibit a commitment to provide high quality services in order to improve outcomes for children, youth and their families who have experienced traumatic life events. The providers must be dedicated to continuous learning and quality improvement as well as understand and value the shift to science-based practice. Strong leadership and managerial support for the initiative are essential to achieve substantive, rapid changes that will produce major improvements in the delivery of behavioral health care.

Selected providers must be committed to a long-term ongoing learning process. There are numerous, complex challenges in bringing proven scientific practices and interventions to the real world of treatment. It has been demonstrated that training alone is insufficient to achieve success. To replicate and sustain trauma-sensitive evidence-based practices, an action-oriented, interactive learning process that involves studying, testing changes in the practice setting, observing the results, and acting on what is learned is essential. Through a collaborative learning process teams will work together to acquire knowledge, practice new skills, share progress, and participate in follow-up coaching and consultation.

PURPOSE AND GOALS

The purpose of the Department's training initiative is to increase access to and availability of TF-CBT for Connecticut's children, youth and their families. Many clients who are served at outpatient psychiatric clinics have experienced significant trauma and would benefit from the availability of this treatment modality.

The goals of the training initiative are to:

- Improve providers' understanding of child traumatic stress and the impact of trauma on behavior;
- Improve providers' knowledge and skill sets regarding identification, assessment and treatment of child traumatic stress through the dissemination of TF-CBT with fidelity statewide; and
- Build providers' capacity to implement additional evidence-based practices through application of a learning collaborative methodology and the creation of a sustainable learning community.

ELIGIBILITY

Applicants for the TF-CBT training must be DCF-funded and licensed outpatient psychiatric clinics for children. Clinic providers that participated in the first TF-CBT Learning Collaborative offered by the Department in State Fiscal Year 2008 may not apply.

The successful applicant will be an organization in good standing with the State of Connecticut. This shall mean that the Applicant is not currently and has not been subject to DCF or other state agency licensing restriction, 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.

DISPOSITION OF PROPOSALS

The Department reserves the right to reject any and all applications, 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 RFP if it is determined that accepting a portion or all of the work will best meet the needs of the Department.

INSURANCE

The Respondent 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 Respondent, sub-Respondent 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.

APPLICATION DEADLINE

The contact person (see below) must receive one (1) original and ten (10) copies of each Respondent's application(s) no later than **3 p.m. on April 28, 2008**, at the following DCF location (see also "Application Instructions" section):

Judith Jordan
Director of Grants Development and Contract Management
Department of Children and Families
505 Hudson Street
Hartford, CT 06106

Each copy must be complete, collated, and ready for reviewers. **Please note** that faxed and electronic versions of the application will not be accepted. Also, **no applications will be accepted or considered for review after the due date and the time stated above.**

TECHNICAL ASSISTANCE / BIDDERS CONFERENCE

A non-mandatory Technical Assistance/Bidder's Conference is scheduled for **1:00 p.m. on March 27, 2008** at the following location:

Department of Children and Families
505 Hudson Street
Hartford, CT 06106
8th Floor Audio/Visual Conference Room

Although attendance at the Technical Assistance meeting is not mandatory, please **RSVP** for the Technical Assistance meeting by calling, faxing, or e-mailing the contact person below. **NOTE:** Copies of the RFP **will not** be available at the Technical Assistance (TA) meeting. Respondents are asked to bring a copy of the RFP with them to the TA for reference.

LETTER OF INTENT

A non-binding Letter of Intent **is required**. The Letter of Intent **must** specify the evidence-based practice for which application is made. No application for participation will be accepted from any Respondent 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 person noted on the Letter of Intent form by **4 p.m. on April 3, 2008**. Faxed or e-mailed copies of the Letter of Intent will be accepted. **Please notify the DCF contact person noted 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.**

RFP CONTACT PERSON

The Contact Person for this RFP is as follows:

Marilyn Cloud
Department of Children and Families
Bureau of Behavioral Health and Medicine
505 Hudson Street
Hartford, CT 06106
Phone: 860-723-7260 Fax: 860-566-8022
Email: Marilyn.Cloud@ct.gov

Questions concerning this RFP will be answered at the above-mentioned Technical Assistance Meeting/Bidders' Conference. Answers to questions about this RFP will be responded to only at the Technical Assistance meeting and through the prescribed electronic "Questions and Answer" method and period. Subsequent questions regarding the RFP and its content must be received **via email by 4 p.m. on April 3, 2008** and directed to Marilyn Cloud at marilyn.cloud@po.state.ct.us. The Department will post responses to these questions on The Department of Administrative Services (DAS) website (www.state.ct.us/das) **on or about April 11, 2008**.

MULTICULTURAL AND LINGUISTICALLY COMPETENT TRAINING AND CARE

The Respondent must have the ability to provide culturally and linguistically competent treatment for the target population. Bi/ multilingual and/or cross cultural communication capabilities are required, as applicable to the target population. The use of interpretive services is permitted, as necessary.

SECTION 2 – TRAUMA-FOCUSED COGNITIVE BEHAVIORAL THERAPY (TF-CBT)

SOURCE OF FUNDS

TF-CBT training and consultation will be funded through state dollars to be awarded through the Department based upon a competitive application process. Any awards will be contingent upon the continued availability of state funds.

AMOUNT AND TERMS OF AWARD

The award shall not exceed \$ 31,600.00 per participating Core Team for the entire period of the Learning Collaborative. The selected Core Teams will be expected to meet all requirements contained in the RFP.

PERIOD OF AWARD

The selected Core Teams may enter into a contract for a period of 12 months, which shall consist of participation in three Learning Sessions, three Action Periods, and collaboration with expert faculty and peer teams to assure utilization and sustainment of the practice at the respective clinic sites.

TARGET POPULATION

TF-CBT is a clinic-based, individual, short-term evidence-based treatment for children and adolescents, ages 4 to 18 who experience significant behavioral or emotional problems that are related to traumatic life events. Multiple randomized, controlled clinical trials have demonstrated treatment efficacy for the target population. Treatment results in improvements in post-traumatic stress symptoms, depression, anxiety, externalizing behaviors, sexualized behaviors, trauma-related shame, and mistrust.

CAPACITY

The Department plans to sponsor a second TF-CBT Learning Collaborative during State Fiscal Years 2008 through 2009 for the purpose of dissemination and adoption of TF-CBT at six outpatient psychiatric clinics for children.

At least one Core Team will be selected from each of the following regions in order to assure geographically balanced representation, to the extent possible based on submitted proposals.

1. Northwest Region – Torrington, Waterbury, and Danbury Area Offices
2. Southwest Region – Bridgeport, Norwalk, and Stamford Area Offices
3. North Central Region – Manchester, Hartford, Middletown, Meriden, and New Britain Area Offices
4. South-Central Region – New Haven - Metro and Greater New Haven Area Offices
5. Eastern Region – Norwich and Willimantic Area Offices

Each clinic-based seven to nine person team will include clinical supervisors, clinicians, one senior leader, and one family member or consumer. The teams will meet for approximately nine to twelve months. Initially, the teams will

participate in a pre-work phase to prepare for the Learning Collaborative, followed by participation in three in-person training sessions, interspersed with three Action Periods that require studying, testing and implementing the practice within their respective clinics. Teams are expected to implement the Plan-Do-Study-Act (PDSA) Cycle to test ideas and techniques and share their findings with the entire collaborative to enhance learning for all participants. During the PDSA Cycles, continued learning will be provided and supported through teleconferences, video-conferences, e-mail listservs, web-based intranets, and ongoing group consultation.

The Department has contracted with the Child Health and Development Institute of Connecticut, Inc./Connecticut Center for Effective Practice to serve as the Coordinating Center. This contractor will assume responsibility for the overall leadership and administration of the Learning Collaborative initiative. Staff from the Coordinating Center will plan, organize, coordinate, direct and manage the activities and tasks necessary. This contractor will work collaboratively with the National Child Traumatic Stress Network (NCTSN) including federally grant-funded Category II network sites. Additionally, this contractor will work closely with the Department to review applications and select the participating Core Teams.

MODEL DESCRIPTION

The Learning Collaborative Model focuses on a quality improvement methodology that promotes system-wide transformation and rapid adoption of evidence-based practices in outpatient community-based behavioral health settings. The approach has been adapted from a model developed by the Institute for Healthcare Improvement in 1995. Known as the Breakthrough Series Collaborative, a learning system was created to bring together a large number of diverse team members from hospitals or clinics to seek improvements in a focused topic area. Health care organizations succeeded in making real, system-level changes that led to dramatic improvements in the quality of care. Subsequently the National Child Traumatic Stress Network tested and adapted this model to disseminate evidence-based trauma-focused practices.

The initial collaborative found that a single or one-time training event that involves clinicians and/or supervisors with a focus on education, knowledge and skill-building often fails to achieve a sustained new way of delivering research-based practices. It is also necessary that those being trained understand, accept and are supported in applying what they have learned to their clinical setting. This requires an assessment of what needs to be changed on an organizational level to support the adoption of a new practice. The Learning Collaborative Model utilizes a learning process that brings together teams from multiple sites to work on improving a process, practice, or system, with team members learning from their collective experiences and challenges. Each team works together to test changes using the plan-do-study-act method, and then shares their findings with and learns from other teams. The teams are guided and mentored by expert faculty. Typically this occurs over the course of nine to twelve months with successful replication taking up to eighteen months.

SCOPE OF WORK

Each clinic will be expected to make widespread, systemic changes that result in the adoption and implementation of TF-CBT. Each clinic must have a dedicated Project Coordinator to oversee the initiative. Additionally, each clinic must select a Core Team that meets the requirements of the Learning Collaborative Model. The team members will work together over the course of nine to twelve months to identify and implement changes that will support the replication of the practice. The team will be guided and supported by staff from the Coordinating Center and the Expert Faculty. Participating clinical supervisors and clinicians will be expected to learn the intervention and make any necessary systemic changes. This will be accomplished through participation in the pre-work activities including the organizational readiness assessment, three Learning Sessions, three Action Periods that incorporate the PDSA Cycles, follow-up consultative and coaching activities, and monthly tracking and evaluation of metrics. The interactive learning process involves studying, testing and spreading improvements throughout the organization through knowledge and skill building, shared learning, and the exchange of strategies across teams.

The Core Teams will be expected to complete the following major activities.

1. Pre-work Phase

All selected Core Teams will participate in a pre-work phase to prepare for the Learning Collaborative and ensure sufficient training exposure to the model. The pre-work phase includes the completion of an organizational readiness assessment in addition to a review of readings and/or videos as well as participation in conference calls.

2. Learning Sessions

The Core Teams from various clinics that share common goals will come together for three Learning Sessions, of at least two days duration each session, over the course of nine to twelve months. Team members will learn from each other and Expert Faculty regarding how to improve their performance. They will share progress reports.

3. Action Periods and Plan-Do-Study-Act (PDSA) Cycles

Periods between Learning Sessions are referred to as Action Periods. During this time teams will work intensively to implement what they have learned.

Teams are expected to utilize Plan-Do-Study-Act (PDSA) Cycles, which are the major parts of the Model for Improvement that is a core aspect of the Learning Collaborative. These cycles test ideas and techniques quickly and allow teams to capture successes and challenges in their implementation of the practice.

4. Learning Collaborative Teamwork

Action Periods also require interaction with other Learning Collaborative Core Teams via teleconferences, video-conferences, e-mail listservs, web-based intranets, and ongoing group consultation facilitated by the Expert Faculty.

ACCOUNTABILITIES

1. Senior Leadership

- Provide leadership and direction for the agency and the Learning Collaborative Core Team
- Inspire a vision of quality care for traumatized children, adolescents and families
- Integrate the Learning Collaborative goals into the strategic initiatives of the agency
- Select a dedicated, part-time Project Coordinator
- Select the members of the Core Team to include a Senior Leader, Clinical Supervisors, Clinicians, and a Consumer or Family Member
- Provide the Core Team with resources necessary to succeed
 - Provide time for staff to participate in Learning Sessions and Action Periods
 - Allow adjustments to schedules, productivity hours, etc.
 - Provide physical resources such as meeting facilities, etc.
 - Provide equipment such as telephones and computers
 - Cover expenses such as travel/meals/related needs for participating in Learning Sessions
- Ensure that all team members have access to and use of e-mail and the Internet
- Promote a supportive environment that encourages creativity and continuous quality improvement
- Promote the work of the Core Team within the agency
- Participate in the completion of the Organizational Readiness Assessment
- Facilitate the removal of barriers that inhibit change
- Commit to spread successes of the Core Team quickly throughout the agency

2. Project Coordinator (Part-Time)

- Assumes responsibility for overall project management
- Possesses relevant education, training and behavioral health experiences, preferably a masters' level clinician with at least five years experience working with children, adolescents and families,

knowledge of child traumatic stress, familiarity/experiences with trauma-specific treatments, and strong organizational and teamwork skills

- Dedicates required time necessary to achieve the project goals
- Coordinates pre-work activities in a timely manner
- Coordinates activities relating to studying, testing and implementing at the clinic site
- Arranges for resources to meet the needs of the Core Team
- Collects data, submits to Coordinating Center, and disseminates to Senior Leadership/Core Team
- Documents activities and outcomes relating to the Action Periods/PDSA Cycles, and consultations with expert faculty as well as peer Core Teams
- Monitors and reports on team progress; assures ongoing evaluation including data assessment
- Promotes the quality improvement process
- Develops strategies, support structures, process capabilities, and resources, in partnership with the Senior Leadership and the Core Team to achieve objectives
- Communicates successes and challenges to Senior Leadership and other staff
- Identifies and advocates for solutions that support institutionalization of the practice
- Facilitates the spread of the practice throughout the clinic

3. Core Team Members - Clinical Supervisors and Clinicians

- Participate in the pre-work activities
- Complete the Organizational Readiness Assessment
- Learn the practice
- Attend all three Learning Sessions with team members
- Study, test, implement and evaluate the practice during the three Action Periods (By applying the PDSA methodology)
- Communicate regularly with team members and faculty regarding implementation
- Engage in collaborative problem-solving with other clinic's team members
- Participate on conference calls at least once per month
- Participate in cluster calls by topic area or role, e.g. clinician, supervisor, administrator
- Participate and share learnings on the Intranet, as required
- Share ideas and lessons learned on a regular basis with Learning Collaborative members
- Collect, monitor and report on required metrics to assess progress and guide future improvements
- Promote the adoption of successful practices within the agency

4. Core Team Members – Senior Leader and Consumer/Family Member

- Review Organizational Readiness Assessment, in partnership with Senior Management
- Attend portions of the three Learning Sessions, as applicable to roles and responsibilities
- Support the supervisors and clinicians during the PDSA Cycles of the three Action Periods
- Communicate regularly with team members and Senior Management
- Participate in cluster calls for Senior Leaders, as arranged
- Review and monitor metrics to assess progress
- Promote the adoption of successful practices within the agency

COSTS ASSOCIATED WITH PARTICIPATION

The costs associated with participating in a Learning Collaborative include the following.

- Salary and benefits for the part-time, dedicated Project Coordinator
- Stipend/expenses for parent/caregiver advocate
- Travel/related expenses for team members to participate in the Pre-Work Activities and three Learning Sessions
- Work-related time for Core Team members to participate in the following activities
 - Pre-work activities

- Weekly Core Team meetings
- Three two-day Learning Sessions
- Three Action Periods/PDSA Cycles including meetings of Core Team
- Learning Collaborative Telephone Consultations – At least Monthly (Some team members will be on two to three calls per month.)
- Intranet Learning Activities
- Collecting, Monitoring and Assessment of Metrics
- Communication equipment such as computers, internet, intranet and other resources
- Facilities/space for team consultation meetings, counseling sessions, etc.
- Other general supplies, as needed

The Core Teams will not be charged for the training and consultation services by the Expert Faculty. These services will be paid by the Department.

SECTION 3 - APPLICATION INSTRUCTIONS AND REVIEW INFORMATION:

APPLICATION FORMAT

Submitted applications must conform to the following format requirements:

Page Limit	25 (Excludes Cover Page, Table of Contents, and Appendices)
Submission Format	Submit clipped copies (no binders, please)
Font Size	12 pt
Font Type	Times New Roman
Paper Size	8.5 inch x 11 inch (portrait)
Margins	1 inch all sides
Line Spacing	Double

The Respondent will include in their application packet the following, in the order identified below:

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

Please ensure that all pages are numbered.

APPENDICES

The following appendices are to be included with the application:

Appendix 1	Job Descriptions – Project Coordinator and Core Team Members (Include resumes, if known at time of proposal submittal)
Appendix 2	Organizational Structure/Chart
Appendix 3	Board of Directors (annotated with race/ethnicity, gender and town of residence)
Appendix 4	Current Certificates of Accreditation and Licensure
Appendix 5	Consulting Agreement Affidavit**
Appendix 6	CHRO Notification to Bidders Form **
Appendix 7	CHRO Evidence of Non-discrimination Form
Appendix 8	CHRO Employment Information Form**

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 lacking these properly executed forms, materials and affidavits will not be reviewed. The CHRO Package can be accessed from the DCF Internet site

http://www.ct.gov/dcf/LIB/dcf/contract_management/pdf/Bidders_CHRO_Compliance_Package.pdf

REVIEW CONTEXT

The review of the applications will be standardized, including but not limited to the following elements:

1. The Respondent has complied with all application deadlines, as described in RFP. The Respondent has also complied with the application format and utilization of the Department application materials, as described in RFP and/or at the Technical Assistance/ Bidders' Conference.
2. The Respondent demonstrates the ability to provide effective leadership and manage substantive change initiatives to advance the understanding, practice and replication of the evidence-based practices.
3. The Respondent's proposal clearly and satisfactorily addresses how the Respondent will meet the requirements described in the RFP including but not limited to satisfactorily answering all the questions within this guidance.
4. The Respondent's agency structure is sufficient to support the training initiative by providing adequate administrative support, clinical services and supervision, and meets all of the organizational qualifications.
5. The Respondent can demonstrate the organization's ability to develop and maintain staff that is culturally and linguistically competent and reflective of the population to be served.
6. The Respondent can demonstrate an ability to work effectively with the Department, community providers, national organizations, expert trainers, and other resources.

REVIEW PROCEDURES

The review panel, consisting of staff from the Department, staff from the Coordinating Center and family representatives will review applications and select the Core Teams for participation in the training.

DOMAIN	REVIEW CRITERIA	POINTS
1. Bidder Qualifications	<ul style="list-style-type: none"> • Provider's mission, philosophy, services and organizational structure support RFA requirements • Demonstrated leadership skills by Senior Management • Evidence of commitment to advance evidence-based practices within practice setting • Demonstrated capacity to manage initiatives that involve new learning, major agency-wide changes, teamwork, and continuous quality improvement • Demonstrated agency readiness to engage, learn and study • History of successful collaboration with a broad array of behavioral health professionals including model developers, expert trainers, national organizations, peers, and other stakeholders 	25
2. Project Understanding	<ul style="list-style-type: none"> • Understanding of child traumatic stress 	25

DOMAIN	REVIEW CRITERIA	POINTS
	<ul style="list-style-type: none"> • Familiarity with trauma-specific treatments • Understanding of factors that support and impede the adoption and sustainment of evidence-based practices • Identified population that needs trauma-specific treatment 	
3. Responsiveness to RFP	<ul style="list-style-type: none"> • Roles, responsibilities, administrative and other support provided by Senior Leadership supports the training initiative • Staffing plan meets RFP requirements (Senior Leadership; Core Team) • Demonstration of commitment to having staff fully commit the necessary time to the training throughout its duration • Sufficient communication equipment and other resources • Service delivery components addressed including identification/screening, assessment, service delivery, and evaluation of client progress • Plan for immediate and ongoing supervision/consultation • Demonstrated capacity to collect/assess data • Plan to monitor fidelity to model • Plan to assure agency-wide spread/replication of practice 	30
4. Cultural & Linguistic Competence	<ul style="list-style-type: none"> • Demonstrated understanding of the cultural and linguistic needs of the target population • Staffing plan that adequately addresses these needs 	20

The Department is under no obligation to award the contract to the applications with the highest scores or, for example, the proposals offering to obtain the services at a lower amount than other Respondents. The review panels will use numerical point measures as a guide, but these measures are not binding on the review panels. The recommendations of the review panels are based on a wide range of considerations and are not limited to point weight score or the relative costs of the proposals. 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 Respondent that details the participant requirements, structure, services, rate, performance-based criteria and reporting requirements. No financial obligation by the State can be incurred until a contract is fully executed.

PREPARING A RESPONSIVE APPLICATION

Respondents will note that a variety of questions and submission requirements have been included throughout the RFP. These questions and submission requirements are repeated below. Respondents must review the RFP in total to ensure that these required questions and response elements are adequately and sufficiently addressed based upon the context of the respective service(s) and sections within this RFP.

Respondents should carefully read and familiarize themselves with the section titled “**APPLICATION 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 FOR TF-CBT

The section immediately below lists all the questions that Respondents must address in their submission. The Respondent is strongly encouraged to answer these questions within the context of the information contained in each sub-heading and corresponding sections from which it has been taken. There is often additional detail with the sub-heading and corresponding sections that explicates the breadth and depth of information that a successful Respondent will provide. This approach to submitting information will better ensure that the submitted answers and information fully address the components of this guidance.

1. Provide a *brief* description of your organization including years in operation, mission, philosophy, and vision, client population, numbers served, ages, types of trauma, and the current range of services and/or activities provided.
2. Provide an organizational chart that identifies the larger agency structure and governance. (Appendix 3)
3. Of the number of children and adolescents served, what percentage has experienced traumatic life events and require trauma-focused services?
4. Describe how you currently assess trauma history and track clinical changes. Please identify any standardized assessment tools for screening purposes as well as any standardized tools used to monitor clinical progress and outcomes.
5. What current trauma-focused practices and interventions are utilized? What training has staff received?
6. Describe your organization's experiences with and current capacity for learning new evidence-based and/or promising practices including but not limited to: consultation with model developers and consultants; education and training; implementing manualized treatments; measuring fidelity; managing quality assurance activities; and conducting evaluations.
7. Learning a new intervention and starting a new team takes extra time, planning, and consultation. Other than sending staff to the training sessions, how will you provide administrative support and change clinicians' schedules/responsibilities in order to accommodate for the time required to: a) implement a new practice, b) recruit potential group members, and c) evaluate the program?
8. While training in evidence-based practices such as TF-CBT plays an important part in dissemination, it is not sufficient to ensure adoption of a new practice (i.e. continued delivery of the practice with good fidelity and its spread within the agency). How will your agency work to ensure that the practice takes hold and continues to be implemented with sufficient fidelity (e.g. youth continue to be screened and evaluated using standardized assessments, supervision/consultation continues to be available)? To what extent is staff, including senior leadership (agency management) committed to actively participating in the initiative to anticipate and overcome challenges?
9. TF-CBT was designed for children and adolescents who have experienced trauma. How do you plan to identify and recruit potential group members that are appropriate for this treatment? How will you begin the process of identifying potential group members *prior* to the first training session?
10. Describe your agency's plan for assuring that the practice will meet the cultural and linguistic needs of the target population. Please identify the ethnic/racial demographics of the target population and specify how you will accommodate these needs?
11. Implementing a new intervention requires a good deal of planning and coordination that occur both prior to and following the actual training date. How will your agency prepare for the initiative including organizational

readiness? How will your agency ensure ongoing planning and coordination? What agency staff will be involved, and how?

12. When implementing a new intervention, it is always best to have a very short amount of time elapse between the training and the first group. Describe the process and action plan that will assure that clinicians are ready to begin implementing within 3 to 4 weeks of the first training session? What barriers are anticipated, and how will these be addressed?
13. Describe your agency's supervisory structure and methods. Please identify any changes that may be necessary to meet the TF-CBT Learning Collaborative requirements, and specify how these will be achieved.
14. Are you able to conduct assessments for each of the children/youth prior to and following the intervention? (Assessments include a brief trauma history interview and self-report questionnaires). Please explain how you will do so.
15. How will you utilize the training provided to the specific team to more broadly inform the clinical practice in your facility?
16. How will you assess that all team members remain committed to the training and the associated time and tasks involved over the duration of the training?
17. Are your Core Team and other staff, as appropriate, willing to complete assessments evaluating your implementation of the practice (e.g. measures of fidelity and use of the treatment) and perceptions of the collaborative experience? Who will be responsible for coordinating this type of data collection, and how will this be accomplished?
18. What are the key challenges you face in the implementation of the evidence-based practice? Areas to consider include: 1) level of support from staff at all levels of the agency, particularly senior leadership; 2) capacity to identify and screen referrals; 3) agency commitment to providing ongoing supervision in evidence-based practices; 4) capacity to monitor progress toward implementation including data collection, reporting and evaluation; and 5) use of standardized assessments to evaluate client progress.
19. Identify the Core Team Members, by name, educational background and credentials. Attach job descriptions and resumes for each participating team member. (Appendix 2)
20. What factors were considered in selecting members of the Core Team?
21. Do all proposed Core Team members have e-mail and Internet access? If no, please explain.

BUDGET FORMS

Agency: _____
 Contract Term: _____
 Contract Number: _____
 Fiscal Year: _____

100 Employees Salaries Name/Position	Total	Agency Total	DCF \$	All other non-DCF \$	Total
	HOURS				
	WAGES				\$
	HOURS				
	WAGES				\$
	HOURS				
	WAGES				\$
	HOURS				
	WAGES				\$
	HOURS				
	WAGES				\$
	HOURS				
	WAGES				\$
	HOURS				
	WAGES				\$
	HOURS				
	WAGES				\$
100 Employee Salaries		\$	\$	\$	\$

	EXPENSE ACCOUNT	DCF \$	All other non-DCF \$	Total
100	Employee Salaries	\$	\$	\$
	100 SERIES TOTAL	\$	\$	\$
	FRINGE BENEFITS			
200	Employer FICA			\$
201	Unemployment Taxes State			\$
202	Workers Compensation			\$
203	Medical/Health Insurance			\$
204	Life Insurance			\$
205	Retirement			\$
206	Other (Identify in narrative)			\$
	200 SERIES TOTAL	\$	\$	\$
	CONTRACTUAL SERVICES			
301	Medical			\$
302	Psychiatric – MD			\$
303	Psychological – PhD			\$
305	Other (Identify in narrative)			\$
306	Training Conference			\$
307	In-Service Training			\$
310	Other (Identify in narrative)			\$
311	Audit			\$
312	Legal			\$
313	Accounting			\$
315	Other (Identify in narrative)			\$
	300 SERIES TOTAL	\$	\$	\$
	TRAVEL			\$
400	Public Transportation			\$

401	Vehicle Maintenance/Oil/Gas			\$
402	Personal Vehicle Mileage			\$
404	Other (Identify in narrative)			\$
	400 SERIES TOTAL	\$	\$	\$
	CONSUMABLES			
500	Food			\$
501	Office Supplies			\$
502	Program Supplies			\$
503	Household & Grounds Supplies			\$
506	Other (Identify in Narrative)			\$
	500 SERIES TOTAL	\$	\$	\$
	RENT			
600	Rent			\$
601	Renovations/Alterations			\$
602	Maintenance & Repair			\$
603	Other (Identify in narrative)			\$
	600 SERIES TOTAL	\$	\$	\$
	CAPITAL EQUIPMENT			
700	Office			\$
701	Program			\$
702	Home & Grounds			\$
704	Other (Identify in Narrative)			\$
	700 SERIES TOTAL	\$	\$	\$
	OTHER EXPENSES			
800	Utilities			\$
801	Telephone			\$
802	Insurance			\$
803	Postage & Shipping			\$
805	Residence Expense			\$
806	Other Facility Expense			\$
808	Allocable as Direct			\$
809	G&A: Rate: %			\$
	800 SERIES TOTAL	\$	\$	\$
	GRAND TOTAL EXPENSES	\$	\$	\$

100	100 Series Total – Salaries	\$	\$	\$
200	200 Series Total - Fringe Benefits	\$	\$	\$
300	300 Series Total - Consulting/Contractual	\$	\$	\$
400	400 Series Total – Travel	\$	\$	\$
500	500 Series Total – Consumables	\$	\$	\$
600	600 Series Total – Rent	\$	\$	\$
700	700 Series Total - Capital Equipment	\$	\$	\$
800	800 Series Total - Other Expenses	\$	\$	\$
	Grand Total Expenses	\$	\$	\$

Income Source	Total Income
DCF Awarded Funds (State)	\$
DCF Awarded Funds (Federal)	\$
Other State Funds:	\$
Municipal Funds:	\$
In-Kind:	\$
United Way:	\$
Service Fees:	\$
Title XIX (Husky A):	\$
Husky B:	\$
Other:	\$
Fundraising:	\$
Donations:	\$
Insurance:	\$
Grand Total Income	\$

LETTER OF INTENT
(MANDATORY and NON-BINDING)

Date: _____

This is to advise you that our agency is planning to apply to the RFP entitled Provider Training - Trauma-Focused Cognitive Behavioral Therapy.

AGENCY NAME:
FEIN
AGENCY ADDRESS:
CITY, STATE, ZIP
AGENCY CONTACT:
POSITION/TITLE:
TELEPHONE NUMBER:
FAX NUMBER:
EMAIL ADDRESS:

Letter of Intent must be received by **April 3, 2008 at 4 p.m.** via fax, e-mail, or hard copy. Letter of Intent should be directed to:

Lorena Emanuel
Department of Children and Families
Bureau of Behavioral Health and Medicine
505 Hudson Street
Hartford, CT 06106

Fax: 860 566-8022

E-mail: Lorena.Emanuel@ct.gov

COVER SHEET
Request for Proposals
Provider Training
TRAUMA-FOCUSED COGNITIVE BEHAVIORAL THERAPY

Name of Agency:

Address

Application Contact Person:

Contact Person Phone & Fax:

Contact Person Email Address:

GENERAL PROPOSAL NOTICES AND REQUIREMENTS

A. Evaluation and Selection

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

B. Contract Execution

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

C. Applicant Debriefing

The Department will notify all applicants of any award issued by it as a result of this RFP. Unsuccessful applicants may, within thirty (30) days of the signing of the resultant contract, request a meeting for debriefing and discussion of their proposal by contacting the DCF Contact Person. Debriefing will not include any comparisons of unsuccessful proposals with other proposals.

D. Conditions

Any prospective applicants must be willing to adhere to the following conditions and must positively state them in the proposals:

- 1) **Conformance with Statutes:** Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of State of Connecticut and the Federal Government.
- 2) **Ownership of Subsequent Products:** Any product, whether acceptable or unacceptable, developed under a contract awarded, as a result of this RFP is to be sole property of the Department unless stated otherwise in the RFP or contract.
- 3) **Timing Sequence:** Timing and sequence of events resulting from this RFP will ultimately be determined by the Department.
- 4) **Oral Agreement:** Any alleged oral agreement or arrangement made by an applicant with any agency or employee will be superseded by a written agreement.
- 5) **Amending or Canceling Requests:** The Department reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interest of the Department and the State.
- 6) **Rejection for Default or Misrepresentation:** The Department reserves the right to reject the proposal of any applicant in default of any prior contract or for misrepresentation.
- 7) **Department's Clerical Errors in Award:** The Department reserves the right to correct inaccurate awards resulting from its clerical errors.
- 8) **Rejection of Qualified Proposals:** Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.

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

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

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

E. Proposal Preparation Expense

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

F. Incurring Costs

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

G. Freedom of Information

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

H. Gratuities and Gifts

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

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

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

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

I. Disclosure of Consulting Agreements

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

J. Campaign Contribution(s)

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. [SEEC Form 11]"

K. Bidder's Commission on Human Rights and Opportunities (CHRO) Compliance Package

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

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

The CHRO Package can be accessed from the DCF Internet site

http://www.ct.gov/dcf/LIB/dcf/contract_management/pdf/Bidders_CHRO_Compliance_Package.pdf

Administrative Expectations

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

SEEC FORM 11

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.”

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.
- (4) 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 be filed with the agency prior to the performance of the services, if requested.

13. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
- (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
- (3) the contractor agrees to provide each labor union or representative of workers with which 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 advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access

to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

- (b)** If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c)** "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d)** Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e)** The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f)** The contractor shall include the provisions of section A above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g)** The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

 - (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;

(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.

- (h) The contractor shall include the provisions of section G above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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*
- (e) The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; *and*
- (f) The Contractor and the Department agree to the following in order to secure compliance with the 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.
 - (12) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
- (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 or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(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 is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

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

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

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

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

Authorized signatory for the contractor

Authorized signatory for (agency abbreviation)

(Typed name and title)

Rudolph E. Brooks, HIPAA Privacy Officer
(Typed name and title)

Date

Date

*** Department must make this determination before Contract is signed.*
Updated Contracts Unit 3/08