

Request for Proposal
Department of Public Health—Public Health Initiatives Branch
Tobacco Use Prevention and Control Program

Specialized Tobacco Use Cessation Services

RFP # 2009-0925

The Connecticut Department of Public Health (DPH) is pleased to announce the availability of funds to administer and provide tobacco use cessation services for Connecticut residents with mental illness or co-occurring mental and substance use disorders.

Tobacco use cessation treatment programs are being funded in order to reduce, eliminate, and/or prevent tobacco use.

Funding

A total of up to \$1,200,000 of funding is available for a two-year period to fund tobacco use cessation treatment programs, subject to the availability of funds and satisfactory performance. This funding is made available to the Department of Public Health for use from the Tobacco and Health Trust Fund.

Eligibility

Applications will be accepted from public and private organizations and community-based agencies. Applications will be accepted for a statewide administrative approach to these projects and community-level provision of cessation services. For example, an organization or agency may apply to administer and provide tobacco use cessation community-based services to residents across the state. In addition, more than one organization or agency may apply under an umbrella to administer specific services providing:

- 1) They are experienced or appropriately credentialed with a demonstrated infrastructure and expertise;
- 2) Combined, all the required service components are addressed; and
- 3) All service organizations are formally linked by a Memorandum of Understanding (MOU), with one organization serving as the applicant.

The administration of this project includes coordinating training to promote consistency, purchase of nicotine replacement therapies, assistance with policy and protocol development and implementation, data collection, etc.

Facilities operated by the Department of Mental Health and Addiction Services are not eligible for this funding.

Closing Date

An original and six copies of the completed proposal must be postmarked by March 31, 2009. No hand-delivered proposals will be accepted.

Place Due

Department of Public Health
Tobacco Use Prevention and Control Program
410 Capitol Avenue, MS# 11HLS
P.O. Box 340308
Hartford, CT 06134-0308

Further Information

All applicants must send written notice of their intent to apply to the DPH, which must be received by March 17, 2009 at 4:00 PM. Letters of intent may be sent via email to dphtobacco@ct.gov.

DPH will confirm the receipt of letters of intent sent via email electronically.

To avoid giving one applicant advantage over others, all questions regarding the preparation of proposals in response to this RFP must be submitted in writing by March 3, 2009. Questions may be emailed to dphtobacco@ct.gov, and will be answered within one week.

No answers will be provided to questions received after this date. A copy of all written questions and responses will be provided to all applicants who submit questions or a letter of intent, or who send a written request for such information to the DPH Tobacco Use Prevention and Control Program. Responses to questions will be sent via e-mail to applicants who provide their e-mail address.

All correspondence, including the letter of intent, written questions, and requests for receipt of questions and responses must be addressed to the e-mail or postal address provided under "place due" on the previous page.

Phone: (860) 509-8251

E-mail: dphtobacco@ct.gov.

TABLE OF CONTENTS

	Page
I. Statement of Purpose	4
II. Background	4
III. Proposal Content Requirements	5
A. Applicant Information	
B. Contractor Information	
C. Services to be Provided	
D. Budget	
E. Work Plan	
F. Staffing	
G. Contract Compliance	
IV. Application Procedures	12
V. Deliverables	13
VI. Supervision	14
VII. Review Criteria	14
A. Minimum Requirements	
B. Technical Requirements	
C. Review Process	
VIII. Regulatory Compliance	15
IX. Affirmative Action Notice	16
X. Rights Reserved to the State	16
XI. Attachments	17
A. Sample Data Collection Forms	
B. Contract Language	
C. Preliminary Review Team Technical Review Criteria Worksheet	
D. Proposal Checklist for Minimum Requirements	
E. Application Forms	

I. Statement of Purpose

The purpose of this request for proposals is to increase tobacco use cessation services for residents with mental illness or substance use disorders, through the development or expansion of tobacco use cessation programs in Connecticut. Tobacco use cessation treatment programs that are part of an overall wellness program curriculum are encouraged.

II. Background

Tobacco use is the single most avoidable cause of death in our society and one of the most important public health issues of our time. Nearly 5,000 tobacco-related deaths occur in Connecticut annually, more than alcohol, AIDS, car crashes, illegal drugs, murders, and suicides *combined*. Tobacco use is also responsible for high economic costs. The most recent estimate of annual medical expenditures in Connecticut that are attributable to the consequences of tobacco use is \$1.63 billion. State Medicaid payments directly related to tobacco use are \$430 million each year. (Campaign for Tobacco-Free Kids, 2007.)

Once smoking is initiated, the addictive nature of tobacco makes it very difficult to quit. Estimates are that nearly 70% of smokers want to quit, but each year, fewer than 3% of those who want to quit are successful. While a reduction in tobacco use has occurred in the general population, smoking prevalence and daily cigarette consumption remains significantly higher among individuals with mental illness and substance use disorders. It has been estimated that 44% of all cigarettes smoked in the United States are smoked by people with a mental illness or substance use disorder (MI/SUD). Those with mental illnesses smoke at rates two to four times greater than the general population, and those with addictions to alcohol and other drugs, including individuals in recovery, smoke at rates of 80-95%. In addition, they smoke significantly heavier than the rest of the population. For example, 72 percent of individuals in treatment for alcohol use disorders smoke heavily, compared to 9 percent of smokers in the general population. Moreover their life expectancy is approximately 10-25 years shorter than that of the general population, their quit rates are lower, and they spend up to 30% of their available cash resources on tobacco products. In Connecticut, 10.1% of adults have a substance use disorder (*National Survey on Drug Use and Health 2007*) and 5.4% have a serious mental illness (*Substance Abuse and Mental Health Services Administration 2007*).

Many of these smokers lack basic information about the harm of smoking and benefits of quitting, are unaware of existing cessation services that can help them, and may have limited access to services that meet their unique needs. (Bringing Everyone Along Resource Guide, Tobacco Cessation Leadership Network, 2008)

Successful tobacco use cessation programs are the quickest and most cost-effective means of reducing the public health impact of smoking. Cessation

programs include, but are not limited to, advice by medical providers, brief supportive counseling, follow-up visits, and pharmacotherapy. Brief advice by health care providers to quit smoking can increase cessation rates by 30% according to the Agency for Healthcare Research and Quality. More intensive interventions (Cognitive Behavior Therapy, individual, group, or telephone counseling) that provide social support and training in problem-solving skills are even more effective, increasing cessation rates by 40-100%. FDA-approved pharmacotherapy (e.g., nicotine patch, gum, and bupropion hydrochloride) is effective, especially when out-of-pocket costs are minimized and combined with counseling and other interventions. Availability of no or low cost cessation services increase an individual's motivation and readiness to quit.

Under the direction of the Tobacco Use Prevention and Control Program, this request for proposals seeks to identify organizations or agents possessing the capacity to develop, administer, and implement cessation programs and follow-up services for persons with mental illness and substance use disorders.

III. Proposal Content Requirements

Proposals must be submitted on the DPH Application Forms included in Attachment E. All requirements of this RFP must be met. Content requirements not addressed by the DPH Application Forms must be submitted in narrative form with numbered pages. Narrative response should be no longer than 15 pages, single-spaced, with a font size of 12 and one-inch margins.

Applicants **must** provide documentation of the following:

- 1) Demonstrated successful experience providing similar tobacco use cessation services;
- 2) How funds from this RFP process will be allocated to develop or expand tobacco use cessation services for Connecticut residents with mental illness or substance abuse across the state;
- 3) A description of the geographic area(s), facilities and population to be served;
- 4) Plans (see Section E - "Workplan") to implement the goals and objectives of the *U.S. Department of Health and Human Services (DHHS) — Clinical Practice Guidelines --Treating Tobacco Use and Dependence** and adaptations from the Tobacco Cessation Leadership Network (TCLN), Bringing Everyone Along, Reference Guide. (http://www.tcln.org/pdfs/BEA_Resource_Guide-web.pdf), into program services that include but are not limited to:

- (a) Education of tobacco users about the health consequences of tobacco use,

- (b) Behavior modification modalities,
- (c) Pharmacotherapies and medical aids to control nicotine addiction as medically appropriate, and
- (d) Counseling services.

(Additional Details, see this website:

http://www.surgeongeneral.gov/tobacco/treating_tobacco_use.pdf))

- 5) Success in reaching targeted populations.
- 6) Effectiveness of tobacco use cessation approaches proposed for the target population;
- 7) How the program will minimize the costs of cessation services.
- 8) An evaluation strategy to measure the effectiveness and success of the cessation services. The contractor will be required to cooperate with a third party evaluator from the Department as well as conduct their own evaluation of each funded cessation site.
- 9) Preferences will be given to applicants who have plans to:
 - (a) Develop system changes in their facilities and/or organizations in conjunction with the provision of cessation services. (Per the DHHS Clinical Practice Guidelines- Treating Tobacco Use and Dependence) and/or,
 - (b) Consider cultural issues for those individuals of diverse racial and ethnic backgrounds as tobacco use cessation assessment and services are offered; and/or,
 - (c) Include tobacco use cessation services as part of an ongoing wellness program curriculum; and/or,
 - (d) Collaborate with other entities to minimize expense and maximize services such as donation of meeting space, refreshments, materials, assistance in marketing, transportation assistance, child care services, and incentives.

A. Applicant Information

The application must contain the official name, address and phone number of the applicant, the principal contact person for the application, and the name and signature of the person (or persons) authorized to execute the contract.

B. Contractor Information

In order for the Branch to communicate effectively with the contractor, it is necessary to have accurate information about contractor staff that is responsible for certain functions.

Please provide the name, title, address, telephone and FAX number of staff persons responsible for the completion and submittal of:

1. Contract and legal documents/forms
2. Program progress reports
3. Financial expenditure reports

Accurate information is needed by the Branch concerning the applicant's legal status.

In accordance with the eligibility requirement, please indicate whether or not the agency is incorporated, the type of agency applying for funding, the fiscal year for the applicant agency, the agency's federal employer ID number and/or town code number, the applicant's Medicaid provider status and Medicaid number, if any, and if the applicant agency is registered as a Connecticut Minority Business Enterprise and/or Women Business Enterprise.

C. Services to be Provided

The contractor must provide the following services and the contractor's approach must be addressed in the proposal:

Management and Oversight

- 1) Hire or dedicate one Tobacco Use Cessation Program Coordinator to provide oversight and management of the program, including training and technical assistance for cessation program staff. Dedicated staffing levels to appropriately undertake this project are required;
- 2) Provide marketing and outreach activities that focus on recruiting and retaining this population;
- 3) Collect data as requested by DPH, which will include input into an ACCESS database for submission to DPH for further analysis. The data must be de-identified before submission. (The ACCESS database will be supplied by DPH)
 - a. Data must be collected at the following time periods to ascertain patient status regarding tobacco use:

- i. Intake at initial cessation counseling session,
 - ii. Upon completion of cessation program services,
 - iii. Three-month post-program follow-up,
 - iv. Nine-month post-program follow-up.
 - b. Data elements to be collected will include the following:
 - i. Patient Demographics
 - ii. Mental Health Status
 - iii. Substance Use Disorder Status
 - iv. Physical Health Status/Conditions
 - v. Tobacco Use Status
 - vi. Quit Status
 - vii. Number of Quit Attempts
 - viii. Pregnancy status
 - 1. Birth Weight
 - 2. Gestational Age
 - 3. Other adverse maternal or neonatal outcomes, e.g. NICU admission, miscarriage, pre-eclampsia, chorioamnionitis, prolonged hospital length of stay.
- 4) Purchase program materials for each cessation program provider site such as nicotine replacement therapy and over the counter medications, videos, instruction guides, posters, and handout materials.
- 5) Provide training for each cessation provider site as needed, including motivational interviewing techniques and best practices cessation services.
- 6) Provide funding for new and/or expanded tobacco use cessation services that are culturally and linguistically appropriate, including all education materials. All services and materials must adhere to the *DHHS Clinical Practice Guidelines – Treating Tobacco Use and Dependence*. (http://www.surgeongeneral.gov/tobacco/treating_tobacco_use.pdf) and include adaptations from the Tobacco Cessation Leadership Network, Bringing Everyone Along Reference Guide. (http://www.tcln.org/pdfs/BEA_Resource_Guide-web.pdf). Services must include group and the option for one-on-one cessation counseling at no cost to the participant.
- 7) Hold quarterly project management meetings or conference calls with DPH staff to review progress of the contract and address any emerging issues.
- 8) Submit written narrative reports on a quarterly basis that demonstrate program progress, including, but not limited to, number of patients screened, number of referrals into cessation treatment programs, number and date of sessions held, and number of patients attending sessions.

- 9) Submit a cumulative final report that includes program summary, status and self-evaluation, cost per patient for cessation treatment services, and cost of training for each staff member.

Community-Based Tobacco Use Cessation Services

Tobacco Use Cessation Services will include but not be limited to the following:

- 1) Develop an evidence-based clinical counseling approach to identify tobacco users, which will be integrated into ongoing client services:
 - a. Train all health care providers and staff within the agency in the US Department of Health and Human Services, (DHHS) Public Health Service, Clinical Practice Guideline for Treating Tobacco Use and Dependence, including the adaptations recommended by the Tobacco Cessation Leadership Network, Bringing Everyone Along, Reference Guide.
 - b. Include components into a reminder system or flow sheet for incorporation into client records.
 - c. Orient all agency staff on this system.
 - d. Assess all clients for tobacco use and implement the DHHS clinical practice guidelines into clinical services, including but not limited to the health consequences of tobacco use, behavior modification modalities, pharmacotherapies and medical aids to control nicotine addiction, and counseling services.
 - e. Refer all patients using tobacco products to tobacco use cessation counseling.
- 2) Coordinate with client's key care providers to integrate cessation treatment into ongoing treatment for MI/SUD.
- 3) Offer individual or group, face-to-face tobacco use cessation counseling sessions that are culturally and linguistically appropriate, including all educational materials.
- 4) Assess client for current functionality and relative functional stability in past quit attempts.
- 5) Utilize a Tobacco Use Cessation Curriculum that is evidence-based, which must be approved by DPH prior to use. Components of the cessation program must include:
 - a. Problem-solving skills and the importance of support systems,
 - b. Positive behavioral changes,
 - c. Stress management,
 - d. Coping skills,
 - e. Effects of tobacco use and the benefits of quitting,

- f. Discussion of medication options and
 - g. Relapse prevention.
- 6) Tailor programs and services to best serve the needs of the client.
 - 7) Individual counseling programs must consist of no less than five sessions. Group programs must consist of no less than seven sessions.
 - 8) When medically appropriate and approved (with special attention on the potential conflict between nicotine replacement therapy and any prescribed psychotropic medications), provide pharmacotherapies (which includes nicotine replacement therapies as well as prescription medications) to assist in the treatment of tobacco use dependence for participants at no cost to the participant.
 - 9) Collaborate with other entities to minimize expense and maximize services such as donation of refreshments, materials, or incentives; assistance in marketing or improving cultural relevance of the curriculum and materials, transportation assistance and child care services.
 - 10) Refer patients to the Connecticut Quitline as a secondary support system. A fax referral system is in place for health care providers to easily refer clients with consent.
 - 11) Provide follow up care for tobacco use to prevent relapse in the form of a relapse group and/or additional individual counseling.
 - 12) Perform a follow-up survey with participants of programs at three months and nine months after their completion of the program. An evaluation of the program is to be conducted which will include effectiveness of services, marketing of program, quit rates, quit attempts, participant satisfaction and all additional outreach or counseling activities. In addition, cooperate and collaborate with the DPH vendor hired under a separate DPH contract for the independent evaluation of the cessation programs. This will include assistance with the administration of patient and provider satisfaction surveys.

D. Budget

The proposal must contain an itemized budget with justification for each line item on the budget forms included in the Application (Attachment E). All costs (travel, printing, supplies, etc.) must be included in the contract price. These funds cannot be used for capital purchases or for the purchase of computer equipment.

The proposal must identify and provide contact information for all potential subcontractors used to meet the services required for this RFP.

Competitiveness of the budget will be considered as part of the proposal review process.

The State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal and/or state government. Such taxes must not be included in contract prices.

The maximum amount of the bid may not be increased after the proposal is submitted. All cost estimates will be considered as “not to exceed” quotations against which time and expenses will be charged.

The proposed budget is subject to change during contract award negotiations.

The selected Contractor must provide DPH with six copies of any subcontracts. All information required of the contractor must be applied to the subcontractor as well.

Copies of state set aside certifications for small and/or minority business must also be provided.

Payments will be negotiated based on time frames and deliverables described in section V of this RFP.

E. Work Plan

A comprehensive and realistic work plan with measurable objectives describing tasks to be performed, deliverables and timelines, including a project start date, must be provided on the application forms included in Attachment E. The work plan must be consistent with the RFP and the project’s goals and objectives. **The project start date will be considered as part of the review criteria for this RFP.**

F. Staffing

The proposal must describe the staff assigned to this project, including the extent to which they have the appropriate training and experience to perform assigned duties. A project coordinator must be designated as the point person.

Job descriptions, hours per week, and hourly rates must be provided for all staff assigned to this project on the form included in Attachment E.

Resumes must be provided for all professional staff assigned to this project.

The proposal must also describe other administrative partners and any other organizations that will participate in this project, their roles and responsibilities. Include letters of commitment, coordination, and support as well as any Memoranda of Understanding that demonstrate commitment to and involvement in the project.

G. Contract Compliance

The proposal must include a completed **Notification to Bidders** form and a **Workforce Analysis Questionnaire**. In addition, proposals must include a **signed statement of adherence to Assurances** and the **Tobacco Industry Funding and Partnership Certification**. These forms are included in Attachment E.

IV. Application Procedures

Applicants must complete their proposal using the following procedures:

- a. The proposal must be completed on the Application Forms included in Attachment E and meet all requirements of this RFP.
- b. The proposal must be signed by an authorized official of the applicant organization.
- c. An original and six copies of the completed proposal must be addressed to:

Tobacco Use Prevention and Control Program
410 Capitol Avenue, MS#11HLS
P.O. Box 340308
Hartford, CT 06134-0308

Completed proposals must be postmarked by March 31, 2009.

Supplemental information will not be considered after the deadline for submission of proposals, unless specifically requested by DPH.

Notification of the outcome of proposal review will be mailed to all applicants. A contract will be mailed to the successful applicant with an effective project start date on or about July 31, 2009.

V. Deliverables

In the course of providing the required services of this contract, several documents must be produced and delivered to the Project Manager for approval.

These documents, along with the required services, will be the indicators for measuring the performance of the contractor.

Development of these deliverables must be included as objectives in the project work plan described in Section III of this RFP (work plan forms are included in Attachment E).

A payment schedule will be negotiated based upon the following deliverables which include but are not limited to:

- 1) Finalization and submission of all subcontracts, Memoranda of Understanding, and any other formal agreements that specify who will be providing the required services and how the services will be provided;
- 2) Submission of all curriculum and education materials to be used for review and approval prior to program implementation;
- 3) Submission of staff training dates and the number who attended;
- 4) Submission of all program promotional materials for approval before printing and distribution is completed;
- 5) Submission of copies of all new policies and documentation of protocols (e.g.; flow sheet, patient reminder, chart sticker);
- 6) Submission of a summary of the identification system and referral processes;
- 7) Documentation of the delivery of new and/or expanded tobacco cessation services to a specified number of new clients per year;
- 8) Collection of data as required by the Department, and submission of data in an ACCESS database supplied by DPH;
- 9) Documentation of the number and amount of nicotine replacement and pharmacotherapies purchased and distributed;
- 10) Provision of relapse and follow-up tobacco use cessation treatment programs;
- 11) Submission of narrative and expenditure quarterly reports that include a summary of ongoing progress of the program, participant data required by the Department, lists of program dates and number of participants who attended, participant evaluation including satisfaction survey results, quit rates and 3 and 9 month follow-up survey data results regarding current tobacco use; and
- 12) Submission of a final report describing the progress and self-evaluation of the program as a whole.

VI. Supervision

The DPH Tobacco Use Prevention and Control Program will provide oversight and technical assistance in conjunction with the Department of Mental Health and Addiction Services.

VII. Review Criteria

Proposals submitted in response to this notice will be reviewed in two steps; first, to determine whether the submission requirements have been met (see Attachment D, Proposal Checklist). Second, to determine the technical merit of the proposals and the extent to which they meet the goals and intent of the RFP.

A. Minimum Requirements

Proposals will be screened for completeness and compliance with the requirements specified in the RFP (see Attachment D, Proposal Checklist). Applicants that do not follow instructions or include all required elements will be deemed incomplete and may be removed from further review. In addition, *applicants with long-standing, and/or significant outstanding unresolved issues on current and/or prior year contracts with the Departments of Public Health and/or the Department of Mental Health and Addiction Services may be removed from consideration for funding.*

B. Technical Requirements

Complete proposals will be reviewed for technical merit based on the criteria found in Attachment C.

C. Review Process

A panel of appropriate staff and outside experts will review the proposals that have passed the initial review. This panel will make recommendations concerning the selection of a proposal for funding. Recommendations to the Commissioner will be submitted in rank order based on Team Scores for each proposal. The final selection is at the discretion of the DPH Commissioner.

Following the final selection, a Personal Service or Human Services Agreement will be developed between the applicant and the Department that details services to be provided, budget and reporting requirements. No financial obligation by the State can be incurred until a contract is fully executed.

VIII. Regulatory Compliance

The applicant is required to be in compliance with any applicable provisions of the Regulations of Connecticut State Agencies, if a current recipient of funding

from DPH and with State Non-discrimination and Affirmative Action laws, rules and regulations.

Moreover, in accordance with Section 4a-60 of the Connecticut General Statutes, as amended by Public Act 07-142, Section 9, the awardee shall agree and warrant that in the performance of this award, he/she will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status (including civil unions, per Public Act 07-245, Section 2), national origin, ancestry, sex, mental retardation, mental or physical disability, but not limited to, blindness unless it is shown by the awardee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.

Also, in accordance with Section 4a-60a of the Connecticut General Statutes, as amended by Public Act 07-142, Section 10, the awardee shall agree and warrant that in performance of this award, he/she will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated, when employed, without regard to their sexual orientation.

Also, in accordance with Section 46a-81c(1) of the Connecticut General Statutes, as amended by Public Act 07-245, Section 3, the awardee shall agree and warrant that in performance of this award, he/she by him/herself or his/her agent, except in the case of a *bona fide* occupational qualification or need, will not refuse to hire or employ or bar or discharge from employment any individual or discriminate against such person in compensation or in terms, conditions, or privileges of employment, because of the person's sexual orientation or civil union status.

The awardee shall further agree to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the awardee as they relate to the provisions of Section 4a-60 and Regulations of Connecticut State Agencies, Sections 46a-68J-2 to 46a-68K-8.

Further, in accordance with the Contract Compliance Regulations of Connecticut State Agencies, **the applicant will be required to complete the Notification To Bidders form and the Workforce Analysis Questionnaire as part of the application process (included in Attachment E).**

IX. Affirmative Action Notice

DPH strongly supports the concept and implementation of affirmative action to overcome the present effects of past discrimination. DPH urges its bidders, suppliers, contractors and awardees to implement affirmative action plans and programs of their own, and hereby notifies all DPH bidders, suppliers, contractors and awardees that DPH will not knowingly do business with, or make awards to, any individual or organization excluded from participation in any federal or state contract program, or found to be in violation of any state or federal anti-discrimination law.

X. Rights Reserved to the State

The State reserves the right to reject any and all proposals, in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.

XI. ATTACHMENTS

The attached forms are the anticipated data fields that will need to be collected and entered into an ACCESS database that will be supplied to all programs by DPH. The client and program staff completes these forms, and client confidentiality must be maintained.



*Connecticut DPH/Tobacco Use Prevention and Control Program
Tobacco Cessation Program*

Intake Form

(To be completed at the beginning of program participation)

FOR AGENCY USE ONLY

Agency Name: _____

Site Name: _____

Contract Log#: _____

Client ID#: _____ Enrollment #: _____

Type of counseling service assigned to the client:

Individual Group Both

If "Group" or "Both", assign Group ID#: _____

Check if client participated in this program in the past

Date (mm/dd/yyyy): _____

First Name: _____

Last Name: _____

Date of Birth: _____

Sex: Male (go to question #1) Female Other, please specify: _____

If female, are you currently pregnant? Yes (go to question #1) No

If not pregnant, are you planning on becoming pregnant in the next 3 months? Yes No Don't know

1. Do you currently smoke cigarettes? Yes No (go to question #2)

If yes, on average, how many days per week do you currently smoke cigarettes? _____ Days per week

If yes, on average, on the days that you smoke, how many cigarettes do you smoke? _____ Cigarettes per day

2. Do you currently use any other tobacco products? Yes No (go to question #3)

If yes, what types? (Check all that apply)

Cigars Pipes Chewing tobacco or snuff

Other product, please specify: _____

If yes, on average, on the days you use other tobacco products, how many times per day do you use products other than cigarettes? _____ Times per day

3. When was the last time you smoked or used tobacco?

Less than 1 month ago 1 month to less than 3 months ago 3 months to less than 6 months ago

6 months to less than 12 months ago 1 or more years ago

4. Have you ever tried to quit using tobacco? Yes No (go to question #5)

If yes, how many times have you tried to quit? _____ Times

If yes, what method(s) have you used to quit using tobacco? (Check all that apply)

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Nicotine Gum | <input type="checkbox"/> Nicotine Patch | <input type="checkbox"/> Nicotine Spray | <input type="checkbox"/> Nicotine Lozenge |
| <input type="checkbox"/> Zyban | <input type="checkbox"/> Wellbutrin | <input type="checkbox"/> Chantix | <input type="checkbox"/> Group Counseling |
| <input type="checkbox"/> Individual Counseling | <input type="checkbox"/> Cold Turkey | <input type="checkbox"/> Other method, specify: _____ | |

5. Does anyone who lives with you now smoke cigarettes? Yes No

6. What health insurance do you currently have?

- | | | | |
|--|---|---|-----------------------------------|
| <input type="checkbox"/> I have no insurance | <input type="checkbox"/> SAGA | <input type="checkbox"/> HUSKY/Medicaid | <input type="checkbox"/> Medicare |
| <input type="checkbox"/> Private Insurance | <input type="checkbox"/> Other insurance, please specify: _____ | | |

7. How were you referred to this program (source of referral)?

- | | | | |
|--|---|---|---------------------------------|
| <input type="checkbox"/> Primary Care Provider | <input type="checkbox"/> OBGYN | <input type="checkbox"/> Dental Care Provider | <input type="checkbox"/> Friend |
| <input type="checkbox"/> QuitLine | <input type="checkbox"/> Brochure/Flyer | <input type="checkbox"/> Other, please specify: _____ | |

8. How old are you? _____ Years

9. Are you Hispanic or Latino? Yes, Hispanic or Latino No, Not Hispanic or Latino

10. What is your race?

- | | | | |
|--|---|--------------------------------|--|
| <input type="checkbox"/> White | <input type="checkbox"/> Black or African American | <input type="checkbox"/> Asian | <input type="checkbox"/> American Indian or Alaskan Native |
| <input type="checkbox"/> Native Hawaiian or Pacific Islander | <input type="checkbox"/> Other, please specify: _____ | | |

11. What is your highest level of education?

- | | | | |
|--|---|------------------------------|---|
| <input type="checkbox"/> Less than 9th grade | <input type="checkbox"/> Some high school | <input type="checkbox"/> GED | <input type="checkbox"/> High school graduate |
| <input type="checkbox"/> Some college | <input type="checkbox"/> College graduate or higher | | |

12. What is your approximate yearly household income?

- | | |
|--|--|
| <input type="checkbox"/> Less than \$10,000 (<\$200/wk) | <input type="checkbox"/> \$10,000 to less than \$15,000 (\$200 to <\$300/wk) |
| <input type="checkbox"/> \$15,000 to less than \$20,000 (\$300 to <\$400/wk) | <input type="checkbox"/> \$20,000 to less than \$25,000 (\$400 to <\$500/wk) |
| <input type="checkbox"/> \$25,000 to less than \$35,000 (\$500 to <\$700/wk) | <input type="checkbox"/> \$35,000 to less than \$50,000 (\$700 to <\$1,000/wk) |
| <input type="checkbox"/> \$50,000 to less than \$75,000 (\$1,000 to <\$1,500/wk) | <input type="checkbox"/> \$75,000 or more (>=\$1,500/wk) |
| <input type="checkbox"/> Refused/Don't Know | |

13. How would you describe your sexual identity or orientation?

- | | | | |
|---|----------------------------------|--|--|
| <input type="checkbox"/> Bisexual | <input type="checkbox"/> Gay Man | <input type="checkbox"/> Gay Woman/Lesbian | <input type="checkbox"/> Heterosexual/Straight |
| <input type="checkbox"/> Other, please specify: _____ | | | <input type="checkbox"/> Refused/Prefer not to say |

Comments:



Connecticut DPH/Tobacco Use Prevention and Control Program
Tobacco Cessation Program

Graduation/Completion Form <i>(To be completed at the end of program participation or dropout)</i>	
FOR AGENCY USE ONLY	
Agency Name: _____ Site Name: _____ Client ID#: _____ Enrollment #: _____	Type of counseling service attended by the client: <input type="checkbox"/> Individual <input type="checkbox"/> Group <input type="checkbox"/> Both If "Group" or "Both", assign Group ID#: _____ Name of Counselor: _____

Date (mm/dd/yyyy): _____
First Name: _____ **Last Name:** _____ **Date of Birth:** _____

1. Did you complete this program? Yes (go to question #2) No
 If no, why not? _____

2. How many individual and/or group sessions did you attend? ___ Individual sessions ___ group sessions

3. Do you currently smoke cigarettes? Yes No (go to question #4)

If yes, on average, how many days per week do you currently smoke cigarettes? _____ Days per week

If yes, on average, on the days that you smoke, how many cigarettes do you smoke? _____ Cigarettes per day

4. Do you currently use any other tobacco products? Yes No (go to question #5)

If yes, what types? (Check all that apply)

- Cigars Pipes Chewing tobacco or snuff
 Other product, please specify: _____

If yes, on average, on the days you use other tobacco products, how many times per day do you use products other than cigarettes? _____ Times per day

5. When was the last time you smoked/used tobacco?

- Less than 1 month ago 1 month to less than 3 months ago 3 months to less than 6 months ago
 6 months to less than 12 months ago 1 or more years ago

6. Did you try to quit using tobacco while participating in this program? Yes No (go to question #7)

If yes, what method(s) did you use? (Check all that apply)

- Nicotine Gum Nicotine Patch Nicotine Spray Nicotine Lozenge
 Zyban Wellbutrin Chantix Group Counseling
 Individual Counseling Cold Turkey Other method, specify: _____

7. Were you able to make any changes in your smoking habits? Yes No (stop)

If yes, what change(s) did you make? (Check all that apply)

- Reduced or no longer smoke in home Reduced or no longer smoke in public
 Reduced or no longer smoke at work Only smoke outside
 Reduced or no longer smoke in my car Stopped smoking completely
 Other changes, please specify: _____

8. Have any of the smokers who live with you now reduced their smoking, tried to quit smoking, or quit smoking since you started this cessation program?

- I have not lived with any smokers since I started this cessation program
 Yes No Don't know/Not sure



Connecticut DPH/Tobacco Use Prevention and Control Program
Tobacco Cessation Program

Pregnancy Outcome Form

(To be completed for female clients who were pregnant at any time during her participation in the program)
(To be completed when the pregnancy outcome is known)
(May be completed based on client's medical record)

FOR AGENCY USE ONLY

Agency Name: _____

Client ID#: _____

Site Name: _____

Enrollment #: _____

Date (mm/dd/yyyy): _____

First Name: _____

Last Name: _____

Date of Birth: _____

Check here if unable to determine pregnancy outcome (Stop)

Was the client pregnant at any time during her participation in the program? Yes No (stop)

Did the client give birth? Yes No ==> Still pregnant? Yes No ==> Had a miscarriage? Yes No



- o What was the birth weight of your baby? ____ lb ____ oz
- o How many weeks were you pregnant with your baby (gestational age)? _____ Weeks
- o Did you or your baby have any problems (adverse maternal or neonatal outcomes)? Yes No (stop)

If yes, what kind of problem? (Check all that apply; may need to explain terms to the client)

- NICU admission
- Stillbirth
- Pre-eclampsia
- Chorioamnionitis
- Prolonged length of hospital stay
- Other, please specify: _____



Connecticut DPH/Tobacco Use Prevention and Control Program
Tobacco Cessation Program

Additional Data Fields

(May be completed based on client's medical record)

FOR AGENCY USE ONLY

Agency Name: _____

Client ID#: _____

Site Name: _____

Enrollment #: _____

Date (mm/dd/yyyy): _____

1. Have you ever received counseling, treatment, or medication for mental health, emotional, or behavioral problems? **Yes** **No**
2. Have you ever received counseling, treatment, or medication for alcohol or other drug problems? **Yes** **No**
3. Please check the following boxes if you are currently receiving or have received treatment for the conditions listed:

CONDITION	CURRENT TREATMENT	PAST TREATMENT
Heart Disease (coronary disease, heart attack)		
High Blood Pressure		
Diabetes		
High Cholesterol		
Stroke		
Cancer		
Lung Disease (asthma, emphysema, COPD)		
Depression		
Anxiety		
Schizophrenia		
Bipolar Disorder		
Gambling Problems		
Alcohol Problems		
Drug Problems (other than alcohol)		



Connecticut DPH/Tobacco Use Prevention and Control Program
Tobacco Cessation Program

Follow-up Form (#1)

(Recommended to be completed at **3 months** after the end of program participation or dropout)

FOR AGENCY USE ONLY

Agency Name: _____

Client ID#: _____

Site Name: _____

Enrollment #: _____

Date (mm/dd/yyyy): _____

Month of follow-up: 3 6 9 12

First Name: _____

Last Name: _____

Date of Birth: _____

Check here if unable to contact the client for this follow-up (Stop)

1. Do you currently smoke cigarettes? Yes No (go to question #2)

If yes, on average, how many days per week do you currently smoke cigarettes? _____ Days per week

If yes, on average, on the days that you smoke, how many cigarettes do you smoke? _____ Cigarettes per day

2. Do you currently use any other tobacco products? Yes No (go to question #3)

If yes, what types? (Check all that apply)

- Cigars Pipes Chewing tobacco or snuff
 Other product, please specify: _____

If yes, on average, on the days you use other tobacco products, how many times per day do you use products other than cigarettes? _____ Times per day

3. When was the last time you smoked/used tobacco?

- Less than 1 month ago 1 month to less than 3 months ago 3 months to less than 6 months ago
 6 months to less than 12 months ago 1 or more years ago

4. Did you try to quit using tobacco since participating in this program? Yes No (go to question #5)

If yes, what method(s) did you use? (Check all that apply)

- Nicotine Gum Nicotine Patch Nicotine Spray Nicotine Lozenge
 Zyban Wellbutrin Chantix Group Counseling
 Individual Counseling Cold Turkey Other method, specify: _____

5. Were you able to make any changes in your smoking habits? Yes No (go to question #6)

If yes, what change(s) did you make? (Check all that apply)

- Reduced or no longer smoke at home Reduced or no longer smoke in public
 Reduced or no longer smoke at work Only smoke outside
 Reduced or no longer smoke in my car Stopped smoking completely
 Other changes, please specify: _____

6. Have any of the smokers who live with you now reduced their smoking, tried to quit smoking, or quit smoking since you started this cessation program?

- I have not lived with any smokers since I started this cessation program
 Yes No Don't know/Not sure

Follow-up Form (#2)

(Recommended to be completed at **9 months** after the end of program participation or dropout)

Date (mm/dd/yyyy): _____

Month of follow-up: 3 6 9 12 Check here if unable to contact participant for this follow-up (Stop)**1. Do you currently smoke cigarettes?** Yes No (go to question #2)

If yes, on average, how many days per week do you currently smoke cigarettes? _____ Days per week

If yes, on average, on the days that you smoke, how many cigarettes do you smoke? _____ Cigarettes per day

2. Do you currently use any other tobacco products? Yes No (go to question #3)

If yes, what types? (Check all that apply)

 Cigars Pipes Chewing tobacco or snuff
 Other product, please specify: _____

If yes, on average, on the days you use other tobacco products, how many times per day do you use products other than cigarettes? _____ Times per day

3. When was the last time you smoked/used tobacco?
 Less than 1 month ago 1 month to less than 3 months ago 3 months to less than 6 months ago
 6 months to less than 12 months ago 1 or more years ago
4. Did you try to quit using tobacco since participating in this program? Yes No (go to question #5)

If yes, what method(s) did you use? (Check all that apply)

 Nicotine Gum Nicotine Patch Nicotine Spray Nicotine Lozenge
 Zyban Wellbutrin Chantix Group Counseling
 Individual Counseling Cold Turkey Other method, specify: _____
5. Were you able to make any changes in your smoking habits? Yes No (stop)

If yes, what change(s) did you make? (Check all that apply)

 Reduced or no longer smoke at home Reduced or no longer smoke in public
 Reduced or no longer smoke at work Only smoke outside
 Reduced or no longer smoke in my car Stopped smoking completely
 Other changes, please specify: _____
6. Have any of the smokers who live with you now reduced their smoking, tried to quit smoking, or quit smoking since you started this cessation program?
 I have not lived with any smokers since I started this cessation program
 Yes No Don't know/Not sure

The following draft Contract is included to provide a sample of a Contract that is issued for the provision of tobacco use cessation services.

Revisions will be incorporated prior to receipt by the selected Contractor(s), such as the definition of the administration and oversight functions, and the required financial and budgetary information.

(Contract begins on next page)

Original Contract Number: 2009-?????
 Amendment #:
 Maximum Contract Value: ***k amount***
 Contract Contact Person: ***GCM contact person***
 Contract Telephone: (860) 509-7704



STATE OF CONNECTICUT
 DEPARTMENT OF PUBLIC HEALTH
 HUMAN SERVICE CONTRACT
 Revised April 2007

The State of Connecticut Department of Public Health

Street: 410 Capitol Avenue, PO Box 340308, MS 13 GCT

City: Hartford State: CT Zip: 06134-0308

Tel#: (860) 509-7704 hereinafter "the Department".

hereby enters into a contract with:

Contractor's Name: Contractor

Street: Anv Street

City: Anv City State & Zip: CT 00000

Tel#: (000) 000-0000 FEIN/SS# 000-00-0000

hereinafter "the Contractor", for the provision of services outlined herein in Part I.

Term of Contract	This Contract is in effect from ***k start date*** through ***k end date***.
Statutory Authority	The Department is authorized to enter into this Contract pursuant to § 4-8,19a-2a,19a-32. of the Connecticut General Statutes.
Set-Aside Status	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to § 49-60g of the Connecticut General Statutes.
Effective Date	This Contract shall become effective only as of the date of signature by the Department's authorized official(s) and, where applicable, the date of approval by the Attorney General. Upon such execution, this Contract shall be deemed effective for the entire Term specified above.

TABLE OF CONTENTS

Part I Scope of Services, Contract Performance, Budget, Reports, and Other Program and Department-Specific Provisions

Part II Mandatory Terms and Conditions

A. Client-Related Safeguards

1. Inspection of Work Performed
2. Safeguarding Client Information
3. Reporting of Client Abuse or Neglect

B. Contractor Obligations

1. Cost Standards
2. Credits and Rights in Data
3. Organizational Information, Conflict of Interest, IRS Form 990
4. Federal Funds
5. Audit Requirements
6. Prohibited Interest
7. Offer of Gratuities
8. Related Party Transactions
9. Lobbying
10. Suspension or Debarment
11. Liaison
12. Subcontracts
13. Independent Capacity of Contractor
14. Indemnification
15. Choice of Law and Choice of Forum; Settlement of Disputes; Office of the Claims Commission
16. Compliance with Law and Policy
17. Facility Standards and Licensing Compliance
18. Reports
19. Delinquent Reports
20. Record Keeping and Access
21. Workforce Analysis
22. Litigation

C. Alternations, Cancellation and Termination

1. Contract Revisions and Amendments
2. Contract Reduction
3. Default by the Contractor
4. Non-enforcement not to Constitute Waiver
5. Cancellation and Recoupment
6. Equipment
7. Transition after Termination or Expiration of Contract
8. Program Cancellation
9. Mergers and Acquisitions

D. Statutory and Regulatory Compliance

1. Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
2. Americans with Disabilities Act of 1990
3. Utilization of Minority Business Enterprises
4. Priority Hiring
5. Nondiscrimination Regarding Sexual Orientation
6. Nondiscrimination and Affirmative Action Provisions
7. Government Function; Freedom of Information
8. Whistleblowing
9. Campaign Contribution Restrictions
10. Non-smoking
11. Executive Orders

I. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS AND OTHER PROGRAM SPECIFIC PROVISIONS

The Contractor shall provide the following specific services for the Community Tobacco-Use Cessation Program(s) and agrees to comply with the terms and conditions set forth as required by the Department, including but not limited to the requirements and measurements for scope of services, contract performance, quality assurance, reports, terms of payment and budget. No provisions shall be contained in this Part I which negate, supersede or contradict any provision of Part II. In the event of any such inconsistency between Part I and Part II, the provisions of Part II shall control.

SECTION A
subsection A.1
 Revised 11/6/08

GENERAL TERMS AND CONDITIONS

- 1) The Contractor shall provide services for a **Community Tobacco-Use Cessation** Program described in detail, as follows. Such services shall be provided in accordance with the requirements of this **subsection A.1** and program specific **subsection(s) A.2** below.
- 2) **Reports and Report Schedule**
 - a) The Contractor shall submit to the Department periodic program, statistical, fiscal, expenditure and cash management reports, as applicable, in the format(s) provided by the Department, in accordance with the following schedule:

REPORTING PERIOD	REPORTS DUE BY
January through March	May 1
April through June	August 1
July through September	November 1
October through December	February 1
January through March	May 1
April through June	August 1
July through September	November 1
October through December	February 1

- b) The Contractor shall provide separate expenditure reports for each budgeted program or site separately identified on the Budget(s) included in **Section B** of this **Part I**.
 - c) The Contractor shall additionally submit to the Department **final cumulative programmatic and financial reports** (hereinafter **Final Reports**) no later than 60 days after the completion of all scheduled work or the end of the Contract period.
 - i) The financial Final Reports for the Contract period shall include a list of the subcontractor(s), subcontractor(s) award amounts, and subcontractor(s) respective expenditures.
 - ii) The financial Final Reports of the Contractor and subcontractors, for the Contract period, shall not include any unpaid obligations.
- 3) **Budget and Funding**
 - a) The Contractor shall adhere to and expend funds in accordance with the Budget(s) included in Section B of this Part I.

ATTACHMENT B, Contract Language, Page 5 of 38

- b) The Contractor agrees that any expenditures that exceed a budget line item by more than 10%, or \$100, whichever is greater, must be pre-approved in writing by the Department. In addition, the Contractor shall obtain prior written approval from the Department before reallocating any funds budgeted for one program or site to another program or site within a single budget.
- c) If Section B of this Part I includes more than one budget, the Contractor shall not commingle the funds provided by the Department for one budget within those provided for any other budget.
- d) Funds for this Contract are provided from the following sources:

SID	Fund Description /CFDA#	Year	Amount

4) Payments and Payment Schedule; Under-expenditures, Surplus or Excess Payments and Refunds

a) Maximum Payment

The total amount of payment made under this Contract shall not exceed *****k amount*****.

b) Payment and Payment Schedule

Payment shall be made according to the following schedule upon the Department’s receipt and approval of satisfactorily and timely completed deliverables and reports, and the Department’s approval of properly executed invoices submitted by the Contractor.

Payment #	Amount	Conditions	On or After:
1		Upon Execution of the Contract	April 1
2		Upon receipt and approval by DPH of the first quarterly reports, required pursuant to Section of this agreement.	May 1
3		Upon receipt and approval by the department of the second quarterly reports, required pursuant to Section of this agreement.	August 1
4		Upon receipt and approval by the department of the third quarterly reports, required pursuant to Section of this agreement.	November 1
5		Upon receipt and approval by the department of the fourth quarterly reports, required pursuant to Section of this agreement.	February 1
6		Upon receipt and approval by the department of the fifth quarterly reports, required pursuant to Section this agreement.	May 1
7		Upon receipt and approval by the department of the sixth quarterly reports, required pursuant to Section of this agreement.	August 1
8		Upon receipt and approval by the department of the seventh quarterly reports, required pursuant to Section of this agreement.	November 1
9		Upon receipt and approval by the department of the eighth quarterly reports, required pursuant to Section of this agreement.	February 1

- c) At the beginning of the term of this Contract, the initial payment, as authorized by the Payment Schedule above, shall be processed by the Department upon the Department's receipt of a fully executed Contract and any required documentation including but not limited to cash management documents.
- d) Second and subsequent payments shall be processed by the Department within two (2) weeks after the Department approves periodic program, statistical, expenditure and cash management reports as submitted by the Contractor pursuant to the Report Schedule above.
- e) The Department shall notify the Contractor in writing if the Contractor's deliverables are not approved, clearly stating the reason(s) the approval is being withheld and specifying what the Contractor must provide, consistent with the terms of this Contract, to obtain payment.

f) Reimbursement

If any payment under this Contract includes reimbursement of direct expenses, such payments made by the Department shall be processed only upon receipt and approval by the Department of invoices and related documentation, as required and requested by the Department under this Contract.

g) Under-expenditures

When the Department's review of any financial report or on-site examination of a Contractor's financial records indicates that under-expenditure(s) are likely to occur by the end of a Contract year, the Department may alter the payment amounts for the balance of the Contract year after giving 30 days written notice to the Contractor.

h) Payment Reduction

In addition to Part II, Section C.2 ("Contract Reduction") of this Contract, the Department reserves the right to reduce payments and withhold funding for any program or site in a Contract for which the Contractor:

- i) Has not submitted required reports or audits, or
- ii) Has submitted reports that have not received Department approval, or
- iii) Has submitted reports that do not support the need for full payment.

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

i) Surplus or Excess Payments; Refund

- i) The Contractor shall, at the end of the term of the Contract, remit in full to the Department any:
 - 1) Funds paid in excess of allowable budgeted costs and/or
 - 2) Unexpended funds.
- ii) The Contractor shall refund any unexpended funds from each year of the Contract, and/or funds paid in excess of allowable budgeted costs, and shall not carry such funds forward into the following year, unless so advised in writing directly by the Department.
- iii) The Contractor shall be liable for any Department program or financial audit exceptions and shall return to the Department those payments which have been disallowed upon completion of such audit by the Department or as provided under the provisions of this Contract, within the time specified by the Department in the written notice the Department shall provide to the Contractor regarding such refund.

ATTACHMENT B, Contract Language, Page 7 of 38

5) Travel

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

- a) http://www.das.state.ct.us/Business_Svs/Travel.asp, and
- b) <http://www.osc.state.ct.us/manuals/TravelProc/travreimbref.htm>

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

6) Mergers and Acquisitions

In addition to the provisions of Part II, Section C.9 (“Mergers and Acquisitions”) of this Contract, the following shall also apply:

- a) In addition to notifying the Department of fundamental changes listed in Part II, Section C.9 (b) of this Contract, the Contractor must notify the Department of changes in key personnel, i.e. Chief Executive Officer, program directors of Department-funded programs, and officers and members of the Contractor’s Board of Directors,
- b) In addition to the requirements of Part II, Section C.9(c) of this Contract, the Departments determination shall also include whether the Department shall:
 - i) Approve of the changes and contract with the entity which results from the proposed changes, or
 - ii) Terminate the Contract under applicable provisions of this Contract.

7) Cultural Competence

The Contractor shall deliver culturally competent services. Culturally competent services encompass a set of behaviors, skills, attitudes and policies that promote awareness, acceptance, and respect for differences among people by developing a flexible service delivery that can be easily adapted to meet the evolving and/or emerging needs of diverse populations. This includes but is not limited to the following:

- a) A program or institutional mission or goal statement that explicitly incorporates a commitment to cultural diversity,
- b) Policies and procedures for the provision of interpreter/translator services.
- c) Readily available bilingual staff who can communicate directly with clients in their preferred language, and who are assessed for their ability to convey information accurately in both languages,
- d) The development of non-English client-related materials that are appropriate for the population served by the program,
- e) Signage (in commonly encountered languages) that provides notices and directions to services within the facility,
- f) Policies and procedures to address the needs of the patient population, taking into account factors such as race and ethnicity, age, gender, hearing impairment, visual impairment, physical disability, mental illness, developmental disability, and sexual orientation,
- g) Strategies in place to actively recruit and retain a culturally diverse staff (e.g., if the patient population is mainly from minority populations, applicants who are of related minority groups with equivalent clinical expertise as the majority applicants could be assigned more value on the cultural competency scale),
- h) Institutional policies and procedures to accommodate the ethnic and cultural practices of patients, families, and staff,
- i) An organized way to collect data on the ethnic and cultural characteristics of patients and families served by the program, and

ATTACHMENT B, Contract Language, Page 8 of 38

- j) Surveys and other methods of assessing the satisfaction of patients and their families related to cultural diversity.

8) Respect and Dignity

- a) The Contractor shall provide services under this Contract in a manner which respects the dignity of each service recipient, including but not limited to provision or accommodation of the following:
 - i) Adequate waiting areas for service recipients, including sufficient seating,
 - ii) Adequate staff for the timely provision of contracted services,
 - iii) Adequate facilities and arrangements for the proper delivery of contracted services to service recipients,
 - iv) Training Contractor's staff to comply with all applicable state and federal statutes and regulations regarding non-discrimination, and
 - v) Customer service that is responsive, positive and respectful
- b) If the Department deems it necessary for the Program or services conducted by the Contractor under this Contract, DPH may monitor service delivery to determine Contractor's compliance under this Section.

9) Client Satisfaction

The Contractor shall establish and maintain an effective process:

- a) For service recipients to make complaints or raise concerns about services they have received under this Contract which were provided to them by the Contractor,
- b) To address and resolve such complaints or concerns, and
- c) Which includes collaboration by the Contractor with Department representatives to discuss steps to achieve service recipient satisfaction with services rendered under this Contract.

The remainder of this page intentionally left blank

subsection A.2

10) Description of Services:

a) Definitions and Guidance:

i) Definitions:

- 1) Nicotine Replacement Therapy (NRT) – refers to medications containing nicotine that are intended to promote smoking cessation. These help relieve some of the withdrawal symptoms people experience when they quit smoking.
- 2) HUSKY – refers to the “Healthcare for Uninsured Kids and Youth”, Connecticut’s health insurance program for children and eligible caregivers that offers a full health insurance package for children and teenagers up to age 19.
- 3) SAGA – refers to the “State-Administered General Assistance” program that provides medical assistance to low-income persons who do not qualify, or who are awaiting an eligibility determination, for other state or federal programs.
- 4) Medicaid – refers to the United States health program for eligible individuals and families with low incomes and resources.
- 5) Pharmacotherapies – refers to prescription medications that are intended to assist patients with smoking cessation. Bupropion and Varenicline.

ii) Guidance:

Guidance and guidelines (hereinafter the “Guidance”) for establishment and operation of Tobacco-use Cessation programs is available as follows:

- 1) The U. S. Department of Health and Human Services (DHHS), Public Health Service, Clinical Practice Guidelines – Treating Tobacco Use and Dependence-2008 Update, available at: <http://www.surgeongeneral.gov/tobacco/>
- 2) The U. S. Department of Health and Human Services (DHHS), Centers for Disease Control and Prevention (CDC), Best Practices for Comprehensive Tobacco Control Programs—2007, available at: http://www.cdc.gov/tobacco/tobacco_control_programs/stateandcommunity/best_practices/

b) Summary of Services:

- i) The Contractor shall provide tobacco-use cessation services (hereinafter the “Program”) that are culturally and linguistically appropriate to tobacco users in {area}. The Contractor provided Program shall include marketing/promotional activities, educational materials, and pharmacotherapies including NRT, tobacco-use cessation counseling sessions, provided in group and in one-on-one settings, follow-up services, participant surveys, and data recording, analysis and reporting.

b) Service Detail:

The Contractor shall target marketing, outreach and promotional activities to participants who suffer from mental illness and/or substance use disorders. Cessation services shall be targeted and provided to youth and young adults, participants in HUSKY, Medicaid and the SAGA plans, and/or uninsured individuals in Connecticut. The Contractor shall provide these services in a minimum of English and Spanish. All such services and materials shall adhere to the Guidance.

The Contractor shall conduct group and individual counseling sessions for tobacco-use cessation. The Contractor shall provide, to any program participant who requires or requests additional or individualized treatment, individual cessation counseling sessions and telephone support.

The Contractor shall provide pharmacotherapies including Nicotine Replacement Therapy (NRT) to Program participants as appropriate. Therefore, the Contractor shall establish a system for

working with the patient’s primary health care provider and for purchasing, inventorying and tracking all pharmacotherapies.

The Contractor shall refer Program participants to the CT Quitline for additional phone counseling service, and provide tobacco-use cessation treatment follow-up services to prevent relapse. Follow-up surveys with Program participants will be conducted at three months and nine months after their completion of the program.

The Contractor shall conduct a self-evaluation of the program that shall include participant satisfaction and aftercare/support-group activities and effectiveness. In addition, the Contractor shall cooperate/collaborate with the Department Contractor hired under a separate Contract to perform an independent evaluation of the Program.

11) Outcomes and Measures:

The Contractor shall conduct the above activities to implement the described tobacco use cessation services to achieve the following outcomes as applicable on behalf of Program clients. Such outcomes shall be measured utilizing the data collected and reported on a quarterly basis as required by the Department.

Outcome	Measures
1. A minimum of XXX program participants will be registered for program services through data collection forms provided by the Department, and will be offered tobacco use cessation services in either individual or group sessions.	Data collection forms will be entered into the ACCESS database supplied by the Department, and 100% of program participants will be offered program services.
2. At least 70% of people participating in tobacco use cessation programs will at least reduce their rate of tobacco use.	Data collection forms will be completed before and after program participation to determine if tobacco use rates have decreased
3. At least 75% of people participating in tobacco use cessation programs will make environmental changes to protect the health of nonsmokers.	Data collection forms will be completed before and after program participation to determine if changes have been made in tobacco use.
4. Program participants will be offered nicotine replacement therapies or pharmacotherapies to assist with their quit.	Program documentation regarding prescription of pharmacotherapies and/or nicotine replacement therapies will be included in quarterly reports.

2) Deliverable and Reporting Requirements:

The Contractor shall conduct the following activities, and submit to the Department the satisfactorily completed deliverables and reports stated below, by the corresponding due dates shown.

Activities	Deliverables	Due Dates
1) Hire and/or dedicate a full-time agency employee to provide oversight to the program as the Tobacco Use Cessation Program	A. Submit Cessation Program Coordinator position description, advertisement, and job posting locations to	

Activities	Deliverables	Due Dates
Coordinator.	<p>the Department.</p> <p>B. Submit resume of Cessation Program Coordinator to the Department.</p>	
<p>2) Advertise and market tobacco cessation Program to agencies and organizations that serve tobacco users in XXX area. These agencies and organizations shall include but not be limited to XXX.</p> <p>a. The Contractor shall purchase or develop flyers and promotional materials such as posters and brochures that the Contractor shall place in their Program sites and shall send to area agencies and organizations to promote the Program.</p> <p>b. The Contractor shall develop or purchase educational materials in a minimum of English and Spanish and other languages as needed to serve the population being assisted by the Program</p> <p>c. The Contractor shall develop press releases and submit to all newspapers local to Contractor's service area.</p> <p>d. The Contractor shall provide education to area legislative offices to promote referrals and knowledge of available services.</p>	<p>A. All program marketing and promotional materials developed or purchased will be submitted to the Department for approval prior to distribution.</p> <p>B. Submit to the Department the name of the agencies where the program was promoted, the dates of the promotions, the number of promotional materials, flyers, or brochures distributed and the number of potential participants receiving the information.</p> <p>C. Submit to the Department copies of any newspaper articles published or press releases distributed.</p> <p>D. Submit to the Department copies of letters sent to area legislators or dates of visits to view program services.</p>	
<p>3) Collect data on all program participants and enter data into an ACCESS database supplied by the Department.</p>	<p>A. Submit collected data that has been de-identified to the Department.</p>	Quarterly
<p>4) Enroll clients into tobacco use cessation counseling program.</p> <p>a. Tobacco users will be referred to the Program by local health care and social service agencies, health care providers, staff within the Contractor's agency and/or may be self-referred.</p> <p>b. The Tobacco Cessation Coordinator shall discuss with referred clients the available options for tobacco cessation services for the client to choose either one-on-one or group counseling. The Contractor will then register client into the chosen service.</p> <p>c. The Contractor shall collect, at a minimum, the following data at the time of registration: age, race and ethnicity, income, insurance status, mental health, substance use and pregnancy statuses, tobacco use history, types of tobacco used, length of use, amount of use, quit attempts, and past quit attempt methods</p>	<p>A. Submit collected data to the Department.</p>	

Activities	Deliverables	Due Dates
<p>used. Follow-up data collection shall also include maternal and neonatal outcome if applicable.</p> <p>d. The Contractor shall record all data into the database supplied by the Department and maintained by the Contractor.</p>		
<p>5) Provide one-on-one tobacco use cessation counseling for Program participants who choose this method of counseling at no cost to the participant.</p> <p>a. The Contractor shall purchase or develop and then implement a curriculum for the one-on-one counseling sessions. Components of this cessation program must include problem-solving skills and the importance of support systems, positive behavioral changes, stress management, coping skills, effects of tobacco use and the benefits of quitting, discussion of medication options and relapse prevention.</p> <p>b. The Contractor shall train all Program staff who will be conducting the counseling sessions in the curriculum.</p> <p>c. The Contractor shall provide a minimum of five (5) one-on-one tobacco cessation counseling sessions to each Program participant who chooses one-on-one counseling sessions.</p> <p>d. The Contractor shall allocate a minimum of 20 minutes for each one-on-one counseling session.</p> <p>e. The Contractor shall collect data at the participant's completion of the five (5) session counseling program to include types of tobacco used, amount of use, quit attempts and quit attempt methods used, quit status and number of counseling sessions completed. This data shall be recorded into the database that will be supplied by the Department and maintained by the Contractor.</p> <p>f. The Contractor will provide the one-on-one counseling program to at least XXX clients.</p>	<p>A. Submit curriculum for one-on-one counseling sessions to the Department for approval prior to implementation.</p> <p>B. Submit list of staff members trained to provide the curriculum to the Department.</p> <p>C. Submit number of clients who received one-on-one counseling sessions to the Department.</p> <p>D. Submit number of sessions each participant completed.</p> <p>E. Submit collected data to the Department.</p>	
<p>6) Provide group tobacco use cessation counseling programs for Program participants who choose this method of counseling at no cost to the participant.</p> <p>a. The Contractor shall purchase or develop and then implement a curriculum for the group-counseling programs. Components of this cessation program must include problem-solving skills and the importance</p>	<p>A. Submit curriculum for group tobacco use cessation counseling sessions to the Department for approval prior to implementation.</p> <p>B. Submit list of staff members trained to provide the curriculum to the Department.</p> <p>C. Submit dates of group</p>	

Activities	Deliverables	Due Dates
<p>of support systems, positive behavioral changes, stress management, coping skills, effects of tobacco use and the benefits of quitting, discussion of medication options and relapse prevention.</p> <p>b. The Contractor shall train all program staff who will be conducting the counseling sessions in the curriculum.</p> <p>c. The Contractor shall provide a minimum of eight (8) group-counseling sessions on a continuous basis throughout the grant period for each group counseling program held.</p> <p>d. The Contractor shall collect data at the participant's completion of the group counseling program to include types of tobacco used, amount of use, quit attempts, and quit attempt methods used, quit status and number of counseling sessions completed.</p> <p>e. This data shall be recorded into the database supplied by the Department and maintained by the contractor.</p> <p>f. The Contractor shall conduct at least XXX group- counseling programs during the grant period.</p>	<p>counseling sessions and the number of clients who received group counseling to the Department.</p> <p>D. Submit number of sessions each participant completed.</p> <p>E. Submit collected data to the Department.</p>	
<p>7) Provide tobacco use cessation pharmacotherapies to program participants as determined to be medically appropriate, to include nicotine replacement therapies, and may also include Bupropion and Varenicline at no cost to the participant.</p> <p>a. The Contractor shall develop a system to work with health care providers to ensure oversight of medication use with psychotropic medications.</p> <p>b. The Contractor shall purchase and provide tobacco cessation pharmacotherapies for eligible participants of the Program using funds from this grant.</p> <p>c. Contractors in clinical settings shall provide ongoing monitoring of health care provider prescriptions, refills, and termination of tobacco cessation pharmacotherapy practices for Program participants.</p> <p>d. The Contractor shall maintain ongoing inventory and distribution records to account for all medications purchased.</p>	<p>A. Submit a written description to the Department of the system to be used for providing pharmacotherapies to eligible participants that includes the distribution method and inventory system.</p> <p>B. Submit number and types of tobacco cessation pharmacotherapy provided to participants to the Department</p> <p>C. Submit inventory and invoice records to the Department upon request.</p>	
<p>8) Provide tobacco use cessation treatment follow up and relapse care to participants in the Program.</p> <p>a. The Contractor shall develop and</p>	<p>A. Submit curriculum for follow-up and relapse care to the Department for approval prior to implementation.</p>	

Activities	Deliverables	Due Dates
<p>implement a relapse prevention curriculum to include problem-solving skills and the importance of support systems, positive behavioral changes, stress management, and coping skills.</p> <p>b. The Contractor shall refer each participant in the Program who completes the counseling sessions to the Tobacco Cessation Coordinator for registration into the relapse program to provide follow-up cessation support and relapse prevention.</p> <p>c. The follow-up cessation support and relapse prevention care shall be provided in the form of individual or group counseling support.</p>	<p>B. Submit list of staff members trained to provide the curriculum to the Department.</p> <p>C. Submit number of participants successfully contacted and the number of participants who were unavailable for follow-up to the Department.</p> <p>D. Submit collected data to the Department.</p>	
<p>9) Build collaborations with community agencies within the Contractor's service areas.</p> <p>a. The Tobacco Cessation Coordinator shall contact community agencies in the Contractors' service areas to assist with marketing of the Program to facilitate referrals and/or improve cultural relevance of education materials to be used in the Program.</p> <p>b. The Tobacco Cessation Coordinator shall also contact community agencies to request assistance in securing incentives, refreshments, transportation and childcare for Program participants while attending cessation sessions.</p>	<p>1) Submit list, to the Department, of collaborations formed with community agencies including the nature of the collaboration.</p>	
<p>10) Refer all clients to the CT Quitline for additional supportive cessation services.</p> <p>a. The Contractor shall advise clients who use tobacco about the services of the CT Quitline and refer interested patients to the CT Quitline by using the fax referral form supplied by the Department.</p> <p>b. The Contractor shall make CT Quitline brochures available to Program Participants at each site of the contractor's agency. The Department will supply these brochures.</p>	<p>A. Submit number of fax referrals made to the CT Quitline to the Department</p>	
<p>11) Conduct a minimum of three (3) month and nine (9) month follow-up with all Program participants.</p> <p>a. Using the ACCESS database supplied by the Department, the Contractor shall collect follow-up data from each Program participant that includes the following:</p> <ul style="list-style-type: none"> i) Demographic information, ii) Tobacco use history and current use, iii) Quit rates, iv) "Quit" attempts; 	<p>A. Submit the number of participants successfully contacted and the number of participants who were unavailable for follow-up to the Department.</p> <p>B. Submit collected data to the Department.</p>	

Activities	Deliverables	Due Dates
<ul style="list-style-type: none"> v) Pregnancy status; vi) And if known, Birth outcomes, to include birth weight, gestational age; and other adverse maternal or neonatal outcomes, e.g. NICU admission, miscarriage, pre-eclampsia, chorioamnionitis, and/or prolonged hospital length of stay. b. These follow-up contacts shall be conducted either face to face or by telephone interview. 		
<ul style="list-style-type: none"> 12) Conduct a client satisfaction survey and analyze the results. <ul style="list-style-type: none"> a) The Contractor shall develop a survey tool (evaluation) to measure Program participant satisfaction with the Program. b) The Contractor shall implement the survey/evaluation tool, collect the data and analyze the results. c) The Contractor shall analyze the results of the survey/evaluation. 	<ul style="list-style-type: none"> A. Develop and submit survey/evaluation tool to the Department prior to implementation. B. Submit survey/evaluation results and analysis to the Department. 	
<ul style="list-style-type: none"> 13) Cooperate/Collaborate with the Department vendor conducting the evaluation of the Program. <ul style="list-style-type: none"> a) Contractor shall allow the Department's evaluation Contractor access to the de-identified data stored in the ACCESS database supplied to the Contractor by the Department. b) The Contractor shall implement any changes recommended by the evaluation Contractor regarding data collection and quality of data input. 	<ul style="list-style-type: none"> A. Submit a summary of the changes made to any data elements or data collection methods. B. Submit collected data to the Department. 	

**SECTION B Budget
To be added**

PART II. MANDATORY TERMS AND CONDITIONS

The Contractor agrees to comply with the following mandatory terms and conditions.

A. Client-Related Safeguards.

1. **Inspection of Work Performed.** The Department or its authorized representative shall at all times have the right to enter into the Contractor's premises, or such other places where duties under the Contract are being performed, to inspect, to monitor or to evaluate the work being performed. The Contractor and all subcontractors must provide all reasonable facilities and assistance for Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this section shall be made available to the Contractor.
2. **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.
3. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to client abuse and neglect, including but not limited to requirements as specified in Conn. Gen. Stat. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); Conn. Gen. Stat. § 46a-11b (relative to persons with mental retardation); and Conn. Gen. Stat. § 17b-407 (relative to elderly persons).

B. Contractor Obligations.

1. **Cost Standards.** Effective January 1, 2007, the Contractor and funding state agency shall comply with the Cost Standards issued by the State of Connecticut, Office of Policy and Management ("OPM"), as may be amended from time to time. The Cost Standards are published by OPM on the Web at http://www.opm.state.ct.us/finance/pos_standards/coststandards.htm. Such Cost Standards shall apply to:
 - (a) All new Contracts effective on or after January 1, 2007;
 - (b) All Contract amendments modifying funding, effective on or after January 1, 2007;
 - (c) All Contracts in effect on or after July 1, 2007.
2. **Credits and Rights in Data.**
 - (a) Unless expressly waived in writing by the Department, all documents, reports, and other publications for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the state and the Department and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify the Department, unless the Department or its agents co-authored said publication and said release is done with the prior written approval of the Commissioner of the Department. Any publication shall contain the following statement: "This publication does not express the views of the Department or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this Contract, unless expressly authorized in writing by the Department. The Department shall have the right to publish, duplicate, use and disclose all such data in any manner, and may authorize others to do so. The Department may copyright any data without prior notice to the Contractor. The Contractor does not assume any

Responsibility for the use, publication or disclosure solely by the Department of such data.

- (b) “Data” shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.
- 3. **Organizational Information, Conflict of Interest, IRS Form 990.** Annually during the term of the Contract, the Contractor shall submit to the Department the following:

 - (a) A copy of its most recent IRS Form 990 submitted to the federal Internal Revenue Service, and
 - (b) Its most recent Annual Report as filed with the Office of the Secretary of the State or such other information that the Department deems appropriate with respect to the organization and affiliation of the Contractor and related entities.
- 4. **Federal Funds.** The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Department shall specify all such requirements in Part I of this Contract.
- 5. **Audit Requirements.** The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and state single audit standards as applicable.
- 6. **Prohibited Interest.** The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
- 7. **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.
- 8. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this clause, to the Department on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. “Related party” means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. “Related party transactions” between a Contractor, its employees, Board members or members of the Contractor’s governing body, and a related party include, but are not limited to:

 - (a) Real estate sales or leases;

- (b) Leases for equipment, vehicles or household furnishings;
 - (c) Mortgages, loans and working capital loans; and
 - (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor.
- 9. **Lobbying.** The Contractor agrees to abide by state and federal lobbying laws, and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this Contract.
- 10. **Suspension or Debarment.**
 - (a) Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or local);
 - (2) Within a three year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the above offenses;
 - (4) Has not within a three year period preceding this agreement had one or more public transactions terminated for cause or fault.
 - (b) Any change in the above status shall be immediately reported to the Department.
- 11. **Liaison.** Each party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Department in the performance and administration of this Contract.
- 12. **Subcontracts.** For purposes of this clause subcontractors shall be defined as providers of direct human services. Vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program. The subcontractor's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Notwithstanding the execution of this Contract prior to a specific subcontractor being identified or specific costs being set, no subcontractor may be used or expense under this Contract incurred prior to identification of the subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly provided in Part I of this Contract. No subcontractor shall acquire any direct right of payment from the Department by virtue of the provisions of this clause or any other clause of this Contract. The use of subcontractors, as defined in this clause, shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Department upon request.
- 13. **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.

14. 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 shall use counsel reasonably acceptable to the State in carrying out its obligations under this clause. 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 un-copyrighted 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.

15. Choice of Law and Choice of Forum, Settlement of Disputes, Office of the Claims Commission.

- (a) The Contractor agrees to be bound by the laws of the State of Connecticut and the federal government where applicable, and agrees that this Contract shall be construed and interpreted in accordance with Connecticut law and Federal law where applicable.

- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Commissioner of the Department or his/her designee whose decision shall be final subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the commissioner pursuant to this provision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Department shall proceed diligently with the performance of the Contract.
 - (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.
- 16. **Compliance with Law and Policy.** Contractor shall comply with all pertinent provisions of local, state and federal laws and regulations as well as Departmental policies and procedures applicable to Contractor's programs as specified in this Contract. The Department shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Department has responsibility to promulgate or enforce.
- 17. **Facility Standards and Licensing Compliance.** The Contractor will comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.
- 18. **Reports.** The Contractor shall provide the Department with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor agrees to provide the Department with such reports as the Department requests.
- 19. **Delinquent Reports.** The Contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the Contractor and an opportunity for a meeting with a Department representative, the Department reserves the right to withhold payments for services performed under this Contract if the Department has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with the Department.
- 20. **Record Keeping and Access.** The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, federal agencies. The Contractor shall retain all such records concerning this Contract for a period of three (3) years after the completion and submission to the state of the Contractor's annual financial audit.
- 21. **Workforce Analysis.** The Contractor shall provide a workforce analysis affirmative action report related to employment practices and procedures.
- 22. **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.

C. Alterations, Cancellation and Termination.

1. Contract Revisions and Amendments.

- (a) The Contractor shall submit to the Department in writing any proposed revision to the Contract and the Department shall notify the Contractor of receipt of the proposed revision.
- (b) 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.
- (c) No amendments may be made to a lapsed contract.

2. Contract Reduction.

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

3. Default by the Contractor.

- (a) If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this Contract the Department may:
 - (1) Withhold payments until the default is resolved to the satisfaction of the Department;
 - (2) Temporarily or permanently discontinue services under the Contract;
 - (3) Require that unexpended funds be returned to the Department;
 - (4) Assign appropriate state personnel to execute the Contract until such time as the contractual defaults have been corrected to the satisfaction of the Department;
 - (5) 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;

- (6) Terminate this Contract;
 - (7) 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;
 - (8) Any combination of the above actions.
- (b) 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.
 - (c) Prior to invoking any of the remedies for default specified in this paragraph except when the Department deems the health or welfare of service recipients is endangered as specified in of this Contract or has not met requirements as specified in this Contract, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this Contract and proposed remedies. Within five (5) business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within five (5) business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the Commissioner shall be considered final.
 - (d) 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.
4. **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.
5. **Cancellation and Recoupment.**
- (a) This agreement shall remain in full force and effect for the entire term of the Contract period, above, unless either party provides written notice ninety (90) days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the Contract during the term of the Contract.
 - (b) In the event the health or welfare of the service recipients is endangered, the Department may cancel the Contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The Department shall notify the Contractor of the specific reasons for taking such action in writing within five (5) business days of cancellation. Within five (5) business days of receipt of this notice, the Contractor may request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall

be given an opportunity to present information on why the Department's actions should be reversed or modified. Within five (5) business days of such meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Department. This action of the Commissioner shall be considered final.

- (c) The Department reserves the right to cancel the Contract without prior notice when the funding for the Contract is no longer available.
 - (d) 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.
6. **Equipment.** In the event this Contract is terminated or not renewed, the Department reserves the right to recoup any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract. For purposes of this provision, equipment means tangible personal property with a normal useful life of at least one year and a value of at least \$5,000. Equipment shall be considered purchased from Contractor funds and not from Department funds if the equipment is purchased for a program that has other sources of income equal to or greater than the equipment purchase price.
7. **Transition after Termination or Expiration of Contract.** In the event that this Contract is terminated for any reason except where the health and welfare of service recipients is endangered or if the Department does not offer the Contractor a new contract for the same or similar service at the Contract's expiration, the Contractor will assist in the orderly transfer of clients served under this Contract as required by the Department and will assist in the orderly cessation of operations under this Contract. Prior to incurring expenses related to the orderly transfer or continuation of services to service recipients beyond the terms of the Contract, the Department and the Contractor agree to negotiate a termination amendment to the existing agreement to address current program components and expenses, anticipated expenses necessary for the orderly transfer of service recipients and changes to the current program to address service recipient needs. The Contractual agreement may be amended as necessary to assure transition requirements are met during the term of this Contract. If the transition cannot be concluded during this term, the Department and the Contractor may negotiate an amendment to extend the term of the current Contract until the transition may be concluded.
8. **Program Cancellation.** Where applicable, the cancellation or termination of any individual program or services under this Contract will not, in and of itself, in any way affect the status of any other program or service in effect under this Contract.
9. **Mergers and Acquisitions.**
- (a) Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department.
 - (b) 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.

- (c) 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.**

D. Statutory and Regulatory Compliance

1. Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

- (a) If the Contractor 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 (l)(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.
2. **Americans with Disabilities Act of 1990.** This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the state harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor agrees to abide by provisions of § 504 of the Federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
 3. **Utilization of Minority Business Enterprises.** It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government Contracts. The Contractor agrees to use best efforts consistent with 45 C.F.R. §§ 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§ 13a-95a, 4a-60 to 4a-62, 4b-95(b), and 4a-60q of the Connecticut General Statutes to carry out this policy in the award of any subcontracts.

4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time limited welfare and must find employment. The Contractor and the Department will work cooperatively to determine the number and types of positions to which this paragraph shall apply. The Department of Social Services regional office staff or staff of Department of Social Service Contractors will undertake to counsel and screen an adequate number of appropriate candidates for positions targeted by the Contractor as suitable for individuals in the time limited welfare program. The success of the Contractor's efforts will be considered when awarding and evaluating Contracts.
5. **Non-discrimination Regarding Sexual Orientation.** Unless otherwise provided by Conn. Gen. Stat. § 46a-81p, the Contractor agrees to the following provisions required pursuant to § 4a-60a of the Connecticut General Statutes:
 - (a) **Contractor Requirements.**
 - (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 representatives 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 § 46a-56 of the Connecticut General Statutes;
 - (4) The Contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to provisions of this section and § 46a-56 of the Connecticut General Statutes.
 - (b) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with § 46a-56 of the Connecticut General Statutes provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
6. **Nondiscrimination and Affirmative Action Provisions in Contracts of the State and Political Subdivisions Other Than Municipalities.** The Contractor agrees to comply with provisions of § 4a-60 of the Connecticut General Statutes:

- (a) Every Contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of 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 Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f;
 - (5) The Contractor agrees to provide the commission of 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 Conn. Gen. Stat. § 46a-56. If the Contract is a public works Contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (b) For the purposes of this section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one per cent or more of 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 Conn. Gen. Stat. § 49-60g.

- (c) For the purposes of this section, “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. Determinations 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 action advertising; recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
 - (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
 - (e) Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provision 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 Conn. Gen. Stat. § 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 such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
7. **Government Function; Freedom of Information.** If the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contract is for the performance of a governmental function, as that term is defined in Conn. Gen. Stat. § 1-200(11), as amended by Public Act 01-169, the Department is entitled to receive a copy of the records and files related to the Contractor’s performance of the governmental function, and may be disclosed by the Department pursuant to the Freedom of Information Act.
8. **Whistleblowing.** This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
9. **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. The new law makes important revisions to existing state statutes that prohibit state contractors, prospective contractors, and their principals from soliciting or making

contributions to state political campaigns. While the underlying contractor ban remains in force, the specifics with respect to how the ban will be implemented have changed.

- (a) The law has two requirements that directly affect agencies:
 - (1) Agencies must provide a notice to their state contractors and prospective state contractors about the ban; and
 - (2) Agencies must report to the State Elections and Enforcement Commission (SEEC) about their state contractors and prospective state contractors.
 - (b) 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.
 - (c) Per the standardized language, agencies must attach a copy of SEEC Form 11 to all future solicitations, future contracts, and amended contracts. See attached SEEC Form 11.
10. **Non-smoking.** If the Contractor is an employer subject to the provisions of § 31-40q of the Connecticut General Statutes, the Contractor agrees to provide upon request the Department with a copy of its written rules concerning smoking. Evidence of compliance with the provisions of § 31-40q of the Connecticut General Statutes must be received prior to Contract approval by the Department.
11. **Executive Orders Nos. 3, 16, 17 and 7C.**
- (a) **Executive Order No. 3: Nondiscrimination.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to nondiscrimination, until the Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
 - (b) **Executive Order No. 16: Violence in the Workplace Prevention Policy.** This Contract is subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated or suspended by the contracting agency or the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Contract, as part of the consideration hereof, agree that:
 - (1) Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow;

ATTACHMENT B, Contract Language, Page 33 of 38

- (2) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury;
 - (3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site;
 - (4) Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules; (5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.
- (c) **Executive Order No. 17: Connecticut State Employment Service Listings.** This Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the Contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number 17, notwithstanding that the Labor Commissioner may not be a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
- (d) **Executive Order No. 7C: Contracting Standards Board.** This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:
- (1) The State Contracting Standards Board (“Board”) may review this Contract and recommend, to the state contracting agency, termination of this 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 not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or section 4a-100 of the general statutes or (B) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such or state contracting agency.
 - (2) For 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) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1, all State contracts 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 and campaign contribution certification requirements of section 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.
- (e) **Executive Order No. 14: Procurement of cleaning products and services.** This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this Executive Order, the Contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

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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."

SEEC Form 11 Definitions:

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

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

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

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

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

ATTACHMENT B, Contract Language, Page 37 of 38

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

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

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

[x] Original Contract
[] Amendment # _____
(For Internal Use Only)

ACCEPTANCES AND APPROVALS

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

By the Contractor (Documentation necessary to demonstrate the authorization to sign must be attached).

Contractor

Contractor (Corporate/Legal Name of Contractor)

Signature (Authorized Official)

Date

(Typed/Printed Name and Title of Authorized Official)

By the Department

Connecticut Department of Public Health

Department Name

Signature (Authorized Official)

Date

Norma D. Gyle, R.N., Ph.D.,

Deputy Commissioner

(Typed/Printed Name and Title of Authorized Official)

By the Office of the Attorney General (approved as to form & legal sufficiency)

Signature

Date

Assistant / Associate Attorney General

(Typed/Printed Name)

____ Part I of this Contract has been previously reviewed and approved by the Attorney General's Office. Thus, it is exempted from review pursuant a Memorandum of Agreement dated _____.

**PRELIMINARY REVIEW TEAM TECHNICAL CRITERIA WORKSHEET
Specialized Tobacco Use Cessation Services**

Applicant

<u>Criteria:</u>	<u>Maximum Points</u>	<u>Bidder's Points</u>
1. The extent to which applicant has demonstrated successful experience providing similar services.	(20)	()
2. The extent to which references support the applicant's success providing similar services.	(10)	()
3. The extent to which services to be provided are described clearly and cover all requirements outlined in the RFP:		
(a) The applicant has demonstrated an effective approach to identify tobacco users and integrate that approach into ongoing patient services.	(30)	()
<ul style="list-style-type: none"> ◆ Train all health care providers in the HHS guide and TCLN adaptations. ◆ Train all staff in protocols of new system. ◆ Developed a client reminder system or flow sheet and incorporated into client records. ◆ All clients will be assessed for tobacco use and provided brief intervention counseling as needed. ◆ Clients will be referred to cessation counseling. ◆ Coordination with key care provides to incorporate cessation into ongoing SM/SUD treatment. 		
(b) The applicant has demonstrated an effective approach to providing cessation counseling for persons with mental illness and substance use disorder that is culturally and linguistically appropriate.	(30)	()
<ul style="list-style-type: none"> ◆ Services and materials adhere to DHHS guidelines and TCLN. ◆ Provide individual counseling or group, including the required number of sessions ◆ Use an evidence –based curriculum that includes required elements. 		
(c) The applicant has demonstrated the provision of pharmacotherapy and NRTs at no charge to participants, including a description of the process to coordinate with provider and pharmacy.	(30)	()

PRELIMINARY REVIEW TEAM TECHNICAL CRITERIA WORKSHEET, Continued

Applicant		
(d) The applicant has demonstrated their approach to follow-up care and relapse prevention. Applicant will provide a relapse group and/or additional individual relapse counseling.	(30)	()
(e) The applicant has discussed thoroughly their approach to assure accurate data collection and inputting the data into supplied database.	(30)	()
(f) The applicant has demonstrated their approach to sustainability once funds expire.	(30)	()
4. The extent to which adequate time is allocated to manage the services to be provided. A coordinator will be dedicated to project. The extent to which the profile of staff is clear and adequate to manage the services to be provided.	(30)	()
5. The extent to which a thorough work plan is presented with measurable objectives and specific, appropriate timelines.	(20)	()
6. The extent to which a cost-effective budget is presented which follows eligibility guidelines.	(20)	()
7. The fiscal competitiveness of the proposal.	(20)	()
SUB-TOTAL	(300)	()
8. Bonus Points: (consider only if sub-total is 220 or greater)		
The applicant will develop system changes in their facilities and/or organizations	<u>(10)</u>	<u>()</u>
The applicant will collaborate with other entities to minimize expense and maximize services	<u>(10)</u>	<u>()</u>
TOTAL	(320)	<u>()</u>

**PROPOSAL CHECKLIST
MINIMUM REQUIREMENTS**

Specialized Tobacco Use Cessation Services

Applicant

- (1) An original and six copies of the completed proposal must be postmarked by March 31, 2009 _____

- (2) Format for narrative is Font Size 12, no more than 15 pages single-spaced with one-inch margins _____

- (3) Proposal is completed on Application Forms included in Attachment E. _____
 - a. Signed Statement of Adherence to Assurances included in proposal. _____

 - b. Completed, signed Notification to Bidders form included in proposal. _____

 - c. Completed, signed Workforce Analysis Questionnaire included in proposal. _____

 - d. Completed, signed Tobacco Industry Funding and Partnership Certification included in proposal. _____

- (4) Resumes provided for all professional staff assigned to this project. _____

- (5) The proposal is signed by an authorized official of the Applicant Organization. _____

- (6) The Total Program Cost, Estimated Number of Patients Served, and Estimated Cost per Patient are included in the cover page of the application. (Attachment E, Page 1) _____

REQUEST FOR PROPOSAL
RFP # 2009-0925

Specialized Tobacco Use Cessation Services

DEPARTMENT OF PUBLIC HEALTH
PUBLIC HEALTH INITIATIVES BRANCH
Tobacco Use Prevention and Control Program

A. Applicant Information

Applicant Agency: _____
Legal Name

Address

City/Town State Zip Code

Telephone No. FAX No. E-Mail Address

Contact Person: _____ Title: _____

Telephone No: _____

TOTAL PROGRAM COST: \$ _____ ESTIMATED NUMBER OF PATIENTS SERVED: _____

ESTIMATED COST PER PATIENT: \$ _____

I certify that to the best of my knowledge and belief, the information contained in this application is true and correct. The application has been duly authorized by the governing body of the applicant, the applicant has the legal authority to apply for this funding, the applicant will comply with applicable state and federal laws and regulations, and that I am a duly authorized signatory for the applicant.

Signature of Authorizing Official: Date

Typed Name and Title

The applicant agency is the agency or organization, which is legally and financially responsible and accountable for the use and disposition of any awarded funds. Please provide the following information:

- Full legal name of the organization or corporation as it appears on the corporate seal and as registered with the Secretary of State
• Mailing address
• Main telephone number
• Fax number, if any
• Principal contact person for the application (person responsible for developing application)
• Total program cost

The funding application and all required submittals must include the signature of an officer of the applicant agency who has the legal authority to bind the organization. The signature, typed name and position of the authorized official of the applicant agency must be included as well as the date on which the application is signed.

B. CONTRACTOR INFORMATION

PLEASE LIST THE AGENCY CONTACT PERSONS RESPONSIBLE FOR COMPLETION AND SUBMITTAL OF:

Contract and Legal Documents/Forms:

Name	Title	Tel. No.
Street	Town	Zip Code
Email		Fax No.

Program Progress Reports:

Name	Title	Tel. No.
Street	Town	Zip Code
Email		Fax No.

Financial Expenditure Reporting Forms:

Name	Title	Tel. No.
Street	Town	Zip Code
Email		Fax No.

Incorporated: YES NO

Agency Fiscal Year:

Type of Agency: Public Private

Other: Explain:

Profit Non-Profit

Federal Employer I.D. Number:

Town Code No:

Medicaid Provider Status: YES NO

Medicaid Number:

Minority Business Enterprise (MBE) : YES NO

Women Business Enterprise (MBE) : YES NO

D. Budget

a. Instructions Budget Summary 1

- I. **Personnel** (lines #1 - #5) each person funded:
 - a) Name of person & Title
 - b) Hourly rate, # hours working per week, and # of weeks. (Calculate)
 - c) Fringe benefit rate. (Calculate)

Example:

Name & Position: John Smith, Program Coordinator	
Calculation: \$25.00 hr X 35hrs X 45wks	\$39,375
Fringe Benefit: 26%	\$10,238

- II. Line #11 **Contractual (Subcontracts)** provide the total of all subcontracts and complete Subcontractor Schedule.
- III. Lines #6 - #13 complete categories as appropriate, use line # 10) **Medical Materials** for estimated costs of pharmacotherapies.
- IV. Line # 14: Other Expenses are any other types of expense that do not fit into the categories listed.
- V. *****Audit Costs**, the cost of audits made in accordance with OMB Circular A133 (Federal Single Audit) are allowable charges to Federal awards. The cost of State Single Audits (CGS 4-23 to 4-236) is allowable charges to State awards. Audit costs are allowable to the extent that they represent a pro-rata share of the cost of such audit. Audit costs charged to Department of Public Health contracts **must be budgeted, reported and justified as an audit cost line item within the Administrative and General Cost category.**
- VI. Line Item #15 **Administrative and General Costs**, these are defined as those costs that have been incurred for the overall executive and administrative offices of the organization or other expenses of a general nature that do not relate solely to any major cost objective of the overall organization. Examples of A&G costs include salaries of executive directors, administrative & financial personnel, accounting, auditing, management information systems, proportional office costs such as building occupancy, telephone, equipment, and office supplies. Please review the OPM website on Cost Standards for more information at: <http://www.ct.gov/opm/cwp/view.asp?a=2981&q=382994>.
- VII. **Administrative and General Costs** must be itemized on the Budget Justification Schedule. Costs that have a separate line item in the Budget Summary may not be duplicated as an Administrative and General Cost. For example, if the Budget Summary includes an amount for telephone costs, this cannot also be included as an Administrative and General Cost.
- VIII. **Other Income** list any other program income such as in-kind contributions, fees collected, or other funding sources and include brief explanation on Budget Justification.

Note: If space allowed is not sufficient for large or complex subcontract budgets, the Budget Summary format may be copied and used instead.

b. Budget Justification Schedule B

- I. Please provide a brief explanation for each line item listed on the Budget Summary. This must include a detailed breakdown of the components that make up the line item and any calculation used to compute the amount.

***** Please note: If Laboratory Services is a line item or subcontractor, please supply a justification as to why a private laboratory is being used as opposed to the Connecticut State Laboratory.**

- II. For contractors who have subcontracts, a brief description of the purpose of each subcontract must be provided. Use additional sheets as necessary.

Example:

Line Item (Description)	Amount	Justification - Breakdown of Costs
Travel	\$730	1,659 miles @ .44 = \$730.00 outreach workers going to meetings and site visits.

c. Subcontractor Schedule A--Detail

- I. All subcontractors used by each program must be included, if it is not known who the subcontractor will be, an estimated amount and whatever budget detail is anticipated should be provided. (Submit the actual detail when it is available). A separate subcontractor schedule must be completed for each program included in the contract. For example: The contract is providing both a Needle Exchange program and an AIDS Prevention Education Program and Subcontractor "A" is providing services to both program there must be a separate budget for Subcontractor "A" for each.

II. Detail of Each Subcontractor:

Choose a category below for each subcontract using the basis by which it is paid:

- A. Budget Basis** **B. Fee for Service** **C. Hourly Rate.**

Provide the detail for each subcontract referencing the corresponding program of the contract. Detail must be provided for each subcontractor listed in the Summary.

Example A. Budget Basis

Outreach Educator \$20/hr x 20hrs/wk x 50wks	\$20,000
Travel 590 miles @ .44 cents/mile	260
Supplies	500
Total	\$20,760

Example B. Fee for Service:

Develop and Produce	
500 Videos @ \$10 each	\$5,000
Total	\$5,000

Example C. Hourly Rate:

Quality Assurance Review of 200 Patient Charts	
by Nurse Clinician 200 hours @ \$25/hour	\$5,000
Total	\$5,000

***** Please note: If Laboratory Services is a line item or subcontractor, please supply a justification as to why a private laboratory is being used as opposed to the Connecticut State Laboratory.**

Category	Amount
Personnel:	
1) Name & Position: _____ , _____	
Calculation:	
Fringe Benefit: _____ %	
2) Name & Position: _____ , _____	
Calculation:	
Fringe Benefit: _____ %	
3) Name & Position: _____ , _____	
Calculation:	
Fringe Benefit: _____ %	
4) Name & Position: _____ , _____	
Calculation:	
Fringe Benefit: _____ %	
5) Name & Position: _____ , _____ :	
Calculation:	
Fringe Benefit: _____ %	
6) Travel _____ per mile X _____ miles	
7) Training	
8) Educational Materials	
9) Office Supplies	
10) Medical Materials	
11) Contractual (Subcontracts)***	
12) Telephone	
13) Advertising	
14) Other Expenses (List Below)	
a)	
b)	
c)	
d)	
e)	
f)	
15) Administrative and General Costs	
Total DPH Grant	
Other Program Income:	

*** Complete Subcontractor Schedule A

**Subcontractor Schedule A-Detail
#1**

Program:

Subcontractor Name:

Address:

Telephone: () (-)

Select One: **A** Budget Basis **B** Fee-for-Service **C** Hourly Rate

Indicate One: MBE WBE Neither

Line Item	Amount
Total Subcontract Amount:	

#2

Subcontractor Name:

Address:

Telephone: () (-)

Select One: **A** Budget Basis **B** Fee-for-Service **C** Hourly Rate

Indicate One: MBE WBE Neither

Line Item	Amount
Total Subcontract Amount:	

#3

Subcontractor Name:

Address:

Telephone: () (-)

Select One: **A** Budget Basis **B** Fee-for-Service **C** Hourly Rate

Indicate One: MBE WBE Neither

Line Item	Amount
Total Subcontract Amount:	

E. Work plan (make as many blank pages as needed)

Address each element in Section III, C: Services to be Provided

Services to be Provided	Activities	Staff Position(s) Responsible	Expected Outcomes and Measures of Success	Timetable

F. Staffing

Profile of Staff Providing Services as described in Section III, C: Services to be Provided

Please provide the information requested below.

Professional Staff*	Name	Title	Hourly Rate	Assigned to Project: # Hrs/wk
Position 1				
Position 2				
Position 3				
Position 4				
Clerical/ Support Staff:				
Position 1				
Position 2				

***Attach Resumes for all Professional Staff**

G. Contract Compliance: Assurances

Any prospective contractor must agree to adhere to the following conditions and **must positively state such in the proposal. Please read, sign, date and return this statement with your proposal.**

- A. **Conformance with Statutes** - Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
- B. **Ownership of Proposals** - All proposals in response to this RFP are to be the sole property of the State, and subject to the provisions of Sections 1-19 of the Connecticut General Statutes (Re: Freedom of Information).
- C. **Reports and Information** - The contractor shall agree to supply any information required by DPH: including evaluation and billing information in the time, manner and format directed by DPH.

The contractor shall permit access by properly authorized DPH staff to the contractor's premises, staff and participant and financial records, at any reasonable time.

The right to publish, distribute or disseminate any and all information or reports, or any part thereof, shall accrue to DPH without recourse. The contractor shall maintain written records to substantiate costs incurred under the contract.

- D. **Timing and Sequence** - Timing and sequence of events resulting from this RFP will ultimately be determined by the State.
- E. **Stability of Proposed Prices** - Any price offerings from applicants must be valid for a period of 120 days from the due date of applicant proposals.
- F. **Oral Agreements** - Any alleged oral agreement or arrangement made by an applicant with any agency or employee will be superseded by the written agreement.
- G. **Amending or Canceling Requests** - The State reserves the right to amend or cancel this RFP at its discretion, prior to the due date and time, and/or at any point to the issuance of the written agreement, if it is in the best interests of the agency and the State.
- H. **Rejection for Default or Misrepresentation** - The State reserves the right to reject the proposal of any applicant which is in default of any prior contract or for misrepresentation.

- I. **State’s Clerical Errors in Awards** - The State reserves the right to correct inaccurate awards resulting from its clerical errors.
- J. **Rejection of 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.
- K. **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 RFP.
- L. **Changes to Proposals** - No additions or changes to the original proposal will be allowed after submittal, unless specifically requested by DPH.
- M. **Collusion** - By responding, the applicant implicitly states that the proposal is not made in connection with any competing applicant 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 agency participated directly or indirectly in the applicant’s proposal preparation.
- N. **Subcontracting** - In a multi-contractor situation, DPH requires a single point of responsibility and accountability.

The undersigned acknowledges receiving and reading the aforementioned assurances and agrees to these terms and conditions as set forth by the Department of Public Health.

Signature

Date

On behalf of:

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH



J. Robert Galvin, M.D., M.P.H.
Commissioner

M. Jodi Rell
Governor

AFFIRMATIVE ACTION CONTRACT COMPLIANCE POLICY STATEMENT

The Department of Public Health is an affirmative action employer, in compliance with all state and federal laws which prohibit discrimination and mandate affirmative action to overcome the present effects of past discrimination. Accordingly, we require that the individuals and organizations with which we do business do not engage in discriminatory practices.

This Department and our contractors shall fully comply with the CONTRACT COMPLIANCE REGULATIONS OF CONNECTICUT STATE AGENCIES, Sections 46a-68j-21 through 46a-68j-43, which establish procedures for evaluating compliance with Connecticut General Statutes, Section 4a-60, the state's nondiscrimination contract provisions. We require our contractors to cooperate with the Connecticut Commission on Human Rights and Opportunities in all activities pertinent to these regulations.

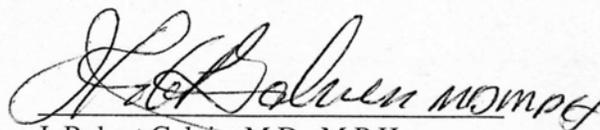
This Department will not knowingly do business with any contractor, subcontractor or supplier of materials who unlawfully discriminates against members of any class protected under state or federal law. Contractors whose overall employment statistics are not reflective of the general employment area may be required to submit evidence of good faith efforts to ensure that their personnel policies and practices do not have a discriminatory impact.

As part of our contract compliance program, bidders, contractors, subcontractors, and suppliers are encouraged to develop and follow a plan of affirmative action to achieve or exceed parity of employment with the applicable labor market. The existence and active administration of voluntary plans will be a factor in deciding contract approvals and the continuation of existing contracts, in accordance with Section 46a-68j-30.

This Department also solicits and encourages the participation of minority business enterprises as bidders, awardees, contractors, suppliers, and subcontractors.

All bidders and contractors shall be notified of this policy, must sign a Notification to Bidders Form, and complete a workforce analysis questionnaire necessary for the contract award process.

17 Sep 04
Date


J. Robert Galvin; M.D., M.P.H.
Commissioner of Public Health



NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71 (d) and 46a-81i (d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 46a-68j-43 of the Regulations of Connecticut State agencies, which establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71 (d) of the Connecticut General Statutes.

According to Section 46a-68j-30 (9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority Business Enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to 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.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans ... (2) Hispanic Americans ... (3) Women ... (4) Asian Pacific Americans and Pacific Islanders; or (5) American Indians.” The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21 (11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements.

- a) the bidder’s success in implementing an affirmative action plan;
- b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-18 of the Connecticut General Statutes, inclusive;
- c) the bidder’s promise to develop and implement a successful affirmative action plan;
- d) the bidder’s submission of EEO-1 data indicating the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and,
- e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30 (10) (E) of the Contract Compliance Regulations.

INSTRUCTION: Bidder must sign acknowledgment below line and return acknowledgment to Awarding Agency along with the bid proposal.

The undersigned acknowledges receiving and reading a copy of the “Notification to Bidders” form.

Signature

Date

On behalf of:

WORKFORCE ANALYSIS

Contractor Name:
Address:

Total Number of CT employees:
Full Time: Part Time:

Complete the following Workforce Analysis for employees on Connecticut worksites who are:

Job Categories	Overall Totals (Sum of all cols. male & female)	White (Not of Hispanic Origin)		Black (Not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		American Indian or Alaskan Native		People with Disabilities	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials & Managers													
Professionals													
Technicians													
Office & Clerical													
Craft Workers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
Totals Above													
Totals 1 year Ago													
FORMAL ON-THE-JOB TRAINEES (Enter figures for the same categories as are shown above)													
Apprentices													
Trainees													
EMPLOYMENT FIGURES WERE OBTAINED FROM:							Visual Check:		Employment Records		Other:		

1. Have you successfully implemented an Affirmative Action Plan? YES NO
Date of implementation: _____ If the answer is "No", explain.

1. a) Do you promise to develop and implement a successful Affirmative Action?
 YES NO Not Applicable Explanation:

2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-18 of the Connecticut Department of Labor Regulations, inclusive: YES NO Not Applicable Explanation:

3. According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area? YES NO Explanation:

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?
 YES NO Explanation:

Contractor's Authorized Signature

Date

**State of Connecticut
Department of Public Health
Tobacco Use Prevention and Control Program**

Tobacco Industry Funding and Partnership Certification

I, _____ certify that _____ has not
(Agency)
received funding or engaged in partnerships, either formal or informal, with any
Tobacco Company within the last three (3) years.

The above-mentioned agency will not accept funding nor engage in partnerships
with any Tobacco Company during the contract period, should we be awarded funds
from the CT Department of Public Health, Tobacco Use Prevention and Control
Program.

Contractor's Authorized Signature

Date