

**STATE OF CONNECTICUT
Department of Social Services**

Request for Proposals

**052207CRSRFP
Candidate Recruitment Services RFP**

ADDENDUM # 1

The State of Connecticut Department of Social Services is issuing the following addendum to the Candidate Recruitment Services RFP.

The following are the questions submitted by potential respondents and the Department's official responses:

1. Are the services to be provided for the position of HealthCare Actuary – Unit Manager only or also for any future requirements that DSS may have?

RESPONSE: At this time it is contemplated that the services would be limited to the position of HealthCare Actuary – Unit Manager.

2. Is DSS expecting that it will take 6 to 10 months to find a candidate or 6 to 10 months for the complete interview to placement process?

RESPONSE: The Department is expecting the entire process to be completed as aggressively as possible and in no event later than 6 to 10 months from the date that the contract begins.

3. The Healthcare Actuary – Unit Manager will be an employee of the State of Connecticut, correct?

RESPONSE: Yes.

4. Is the Department of Social Services looking solely for companies/contractors who have actually recruited a healthcare manager, or seeking contractors who have the experience of recruiting a broad range of professionals?

RESPONSE: The Department of Social Services is looking for a firm that has demonstrated experience with similar searches for similar actuary positions. The RFP is not limited to only those who have actually recruited healthcare managers.

5. What is the date that this contract will be awarded and is there an estimated time-frame in which the Department of Social Services would prefer the Healthcare Actuary – Unit Manager hired?

RESPONSE: The estimated dates for the award to enter into a contract for these services is June 11 and we expect to execute a contract immediately thereafter. The Department would like the position of Healthcare Actuary –Unit Manager filled as quickly as possible.

Except for the changes set forth herein, the terms and conditions of the original RFP remain in full force and effect. To the extent that there is a conflict in the provisions of the original RFP and the provisions of this addendum, the terms of this addendum shall prevail.

This Addendum must be signed and returned with your submission.

Authorized Signer

Company Name

Date Issued: May 31, 2007

Approved _____

Kathleen M. Brennan

State of Connecticut

Department of Social Services

(Original Signature on Document in Procurement File)

State of Connecticut
Department of Social Services

Request for Proposals

CANDIDATE RECRUITMENT SERVICES

For

HEALTHCARE ACTUARY – UNIT MANAGER

State of Connecticut
Department of Social Services

The State of Connecticut Department of Social Services (the “State” or “Department” or “DSS”) requests proposals from qualified respondents interested in providing Candidate Recruitment Services to assist the Department in conducting a search to fill a position for a HEALTHCARE ACTUARY – UNIT MANAGER.

Release Date:	Tuesday, May 22, 2007
Date for the Submission of Clarifying Questions:	3:00 pm Tuesday, May 29, 2007
Department Responses to Questions:	Thursday, May 31, 2007
Responses Due:	3:00 pm Tuesday, June 5, 2007

OFFICIAL AGENCY CONTACT:

Kathleen M. Brennan
Director, Contract Procurement
State of Connecticut
Department of Social Services
25 Sigourney Street, 9th Floor
Hartford, CT 06106
(860) 424-5693 phone
(860) 424-4953 fax
kathleen.brennan@ct.gov

Section I -Introduction and Purpose of the RFP

The State of Connecticut Department of Social Services (the “State” or “Department” or “DSS”) requests proposals from qualified respondents interested in providing Recruitment Services to assist the Department in conducting a search to fill a position for a HEALTHCARE ACTUARY – UNIT MANAGER. The job posting prepared by the Department and approved by the Department of Administrative Services is as follows:

The State of Connecticut is looking for an innovative leader to head up a new health actuarial unit within the Department of Social Services. Focusing on Medicaid, SCHIP and other state and federal health care services, you will have the technology and the resources necessary to shape public policy and directly impact the healthcare needs of Connecticut residents and their quality of life.

Healthcare Actuary

Based in Hartford CT, you will provide strategic leadership in project and program management within this unit, directing staff and actuarial operations involving healthcare and related social services programs. Interface with our contracted consulting firm regarding the transference of a large database and creation of a new in-house database. As the unit manager, you will set financial parameters, review rates, evaluate requests for rate changes, develop Federal waivers and make recommendations for improvement in ratings, plans and techniques. You will serve as advisor on actuarial and related matters, and assist in the development of policies that will impact approximately 500,000 clients receiving some form of health care services through this department, and those unserved populations in need of health services.

You must possess excellent negotiation, analytical, teamwork, written and oral communication skills and have demonstrated ability in setting risk-based rates and/or reserves, preferably in a healthcare organization.

The ideal candidate will possess a B.S. in Mathematics, statistics or actuarial science, an ASA designation or comparable designation in a relevant actuarial society and a minimum of four years experience as an actuary in a managed care organization, state or federal health care regulatory agency, state Medicaid agency or insurance company. Salary range is \$90,232-\$115,741.

As Connecticut’s largest employer, our focus on our people is evident. In addition to a competitive salary, our total compensation plan includes a generous benefit package worth over 50% of an employee’s annual salary. Benefits include: a choice of medical & dental plans designed to suit your needs, long & short-term disability, life insurance, an excellent retirement plan, deferred compensation plan, 12 paid holidays, personal leave days, sick time and a generous vacation plan.

Respondents that which to be considered to provide Recruitment Services must submit a proposal as more fully described herein. The selected Respondent will be expected to execute a personal services agreement with the Department.

Section II – Scope of Services

The Scope of Services expected to be provided by the successful Respondent shall include but may not be limited to:

1. Review and finalization of position description, qualifications and performance standards;
2. development of key competency areas for evaluating candidates;
3. design of interview questions;
4. development and placement of advertisements for the position;

5. active recruitment of individuals meeting the minimum requirements as set forth in the position description;
6. initial screening of candidates for the position based on criteria agreed upon with the Department;
7. support in the scheduling and conducting of interviews with potential candidates for the position;
8. reference checks;
9. recommendation of finalists for the position;
10. communication with all candidates acknowledging their applications and informing them of their final status in the search.

The selected Vendor should plan on no less than three meetings with the Department during the search process.

Section III – Contract Term

The Department intends to enter into a personal service agreement with the selected vendor for a term of six (6) to ten (10) months, beginning with the final selection and successful negotiation of the contract with the selected vendor. The Department may, in its sole discretion, request a six-month extension of the contract.

Section IV – Contractor Qualifications

A responsive proposal shall include information that will demonstrate the following:

1. **FIRM EXPERIENCE:** Demonstrated experience with similar searches for a similar position (s) in the private and public sectors within the State of Connecticut.
 - a. A responsive proposal shall include a narrative, of no more than one (1) page, which describes the experience of the firm to successfully conduct a search of this nature.
 - b. A responsive proposal shall also describe similar searches conducted by your firm to demonstrate your **FIRM EXPERIENCE**. To be considered in the evaluation of your **FIRM EXPERIENCE**, the submission must include:
 - i. A description of the scope of services
 - ii. Dates of engagement
 - iii. The key personnel assigned to perform the services
 - iv. Job title/description
 - v. Salary range for the search
 - vi. A statement as to whether the position was filled within the desired timeframe and
 - vii. Contact names, telephone numbers and e-mail addresses.
2. **STAFF EXPERIENCE:** Key staff must be qualified, by experience and training, to conduct the search.
 - a. A responsive proposal shall identify the key staff proposed by the vendor to conduct this search.
 - b. A responsive proposal shall include a narrative, of no more than one (1) page for each key staff member proposed, which describes the qualifications and experience of the

key personnel. A resume or curriculum vitae may be substituted in place of the narrative.

3. **CONFLICTS OF INTEREST – LITIGATION:**
 - a. The successful respondent must have no material conflicts of interest in relation to the requested services. A responsive proposal must include:
 - i. A description of any conflicts of interest it may have in relation to the requested services;
 - ii. A written certification that no conflict that has been disclosed is material; and
 - iii. A written certification that the respondent has procedures in place to minimize the impact of any conflict that exists or may arise.
 - b. The successful respondent must not be involved in any litigation that may have a material adverse impact on its ability to perform the requested services. A responsive proposal must include:
 - i. A description of any litigation to which the respondent's firm is currently a party, or has been involved in during the last here (3) years, either as a plaintiff or as a defendant, as it relates to the requested services;
 - ii. An indication of the current status of such litigation; and
 - iii. A written statement of management's opinion as to the likely outcome of such litigation and whether such litigation or outcome is likely to result in a material adverse impact on the respondent's operations or affairs so as to affect your ability to effectively provide the requested services.

Section V – Submission Deadline

Proposals must be received by the Issuing Office by 3:00 pm on Tuesday June 5, 2007. The Issuing Office for this solicitation is:

State of Connecticut
Department of Social Services
25 Sigourney Street
9th Floor – Contract Administration
Hartford, CT 06106
Attention: Kathleen M. Brennan, Director
(860) 424-5693 phone
(860) 424-4953 fax
kathleen.brennan@ct.gov e-mail

Proposals received after the specified date and time may be accepted as a clerical function but will not be evaluated.

Section VI – Evaluation Criteria

Respondents will be evaluated against the following criteria on the basis of their written responses:

1. Completeness of submission;

2. Experience of the Respondent in providing Recruitment Services;
3. Overall knowledge and demonstrated understanding of the services requested;
4. Qualifications of proposed key personnel;
5. Absence of material conflicts of interest and material adverse litigation;
6. Connecticut presence as evidenced by the number of offices the respondent maintains in Connecticut and the number of Connecticut residents employed in those offices; and
7. Fee and terms proposed.

Section VII – Instructions

1. **Official Agency Contact.** All communications with the Department for purposes of this solicitation must be directed to:

State of Connecticut
Department of Social Services
25 Sigourney Street
9th Floor – Contract Administration
Hartford, CT 06106
Attention: Kathleen M. Brennan, Director
(860) 424-5693 phone
(860) 424-4953 fax
kathleen.brennan@ct.gov e-mail

2. **Communications Notices.** All communications with DSS or any person representing DSS concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by Respondents or their representative may result in disqualification or other sanctions or both.
3. **Inquiry Procedures.** Respondents may submit questions pertaining to this solicitation to the Official Agency Contact on or before 3:00 pm on Tuesday, May 29, 2007. Questions must be submitted through e-mail to kathleen.brennan@ct.gov. It is the Respondents' responsibility to ensure the Department's receipt of questions. Official responses to questions submitted will be posted as an addendum to this solicitation on the state contracting portal. Respondents' are responsible to review the state contracting portal to obtain addendums and/or revisions to this solicitation.
4. **Confidential Information.** Respondents are advised that the Department is a public agency and its records, including responses to this solicitation, are public record. Information in a response that is deemed by the proposing respondent to be confidential and proprietary should be identified. Respondents should also provide justification why such information, upon request, should not be disclosed by the Department.
5. **Minimum Submission Requirements.** At a minimum, proposals must (a) be received by the Official Agency Contact before the stated deadline; (b) follow the required format set forth in Section VIII; (c) satisfy the packaging and labeling requirements; and (d) be complete. Submissions that fail to meet these minimum requirements may be disqualified and not further reviewed.

6. **Style Requirements.** Submissions must comply with the following requirements: (a) be word processed or typewritten; (b) use font size of not less than twelve points; (c) have margins of not less than 1” on the top, bottom and sides of all pages; (d) display the Respondent’s name on the header of each page and (e) display page numbers at the bottom of each page.
7. **Packaging and Label Requirements.** All submissions must be received by the Official Agency Contact in sealed envelopes or packages. The name and address of the Respondent must appear in the upper left hand corner of the envelope or package. An original proposal, clearly identified as such, and three (3) conforming copies must be submitted. The original proposal must be signed by the Respondent. Unsigned proposals will be rejected.

Section VIII –Required Format for Responses.

All submissions must follow the required format and address all requirements listed in the prescribed order, using the prescribed numbering system. Failure to follow the required format may result in the disqualification of a proposal.

1. **Cover Letter.** The submission must contain a cover letter, signed by a person authorized to bind the firm to all commitments made in its proposal, with the following information:
 - a. Contact Information – Name; Business Location; Mailing Address; Telephone Number; E-mail Address
 - b. Respondent’s Representatives – In the cover letter the Respondent must designate an authorized representative and one alternate who may speak and act on behalf of the Respondent in all dealings with the agency, if necessary. For each individual include their name, title, telephone number, fax number and e-mail address
 - c. A statement that the Respondent has the capability to provide the requested services.
 - d. A statement that the Respondent meets the minimum qualifications set out in Section IV.
 - e. A statement that the Respondent has thoroughly reviewed the RFP and acknowledges and accepts all terms and conditions included in the RFP.
 - f. A statement that the Respondent has read and accepts the agency’s standard contract and conditions in their entirety
2. **Respondent Information.** This section of the submission must include:
 - a. **Qualifications** – Provide the information requested in Section IV – Contractor Qualifications. Describe how the information provided meet or exceed the minimum qualifications of this RFP.
 - b. **References** – Identify three (3) recent clients that we may contact as references. For each reference provide name, title, company name and address, phone and e-mail address.
3. **Outline of Work.**
 - a. **Work Plan** – Provide a detailed, task-oriented breakdown for each activity in Section II - Scope of Services. Respondents wishing to add activities to those specified must show the addition as separately numbered tasks. Identify assigned staff for each task.
 - b. **Methodologies** – Describe how each activity will be accomplished, providing a detailed explanation of the procedures or processes that will be used to attain the expected outcomes; include a description of the proposed method of working with the agency and the resources or services requested of the agency (if any).

- c. Deliverables – List and describe the form and content of each work product, report and recommendation you would provide to the Department during the search process. Provide samples.
4. **Cost Proposal.** Respondents must include a cost proposal outlining the costs they propose to charge to successfully provide the requested services. The cost proposal must also propose a methodology for payment and any conditions related to the receipt of payments. The Department is exempt from the payment of excise, transportation and sales and use taxes imposed by the Federal Government or any state or local government. A cost proposal that includes such taxes will be considered non-responsive and disqualify the submission from evaluation.
 5. **Compliance.** This section must include Appendices II, III and IV completed and executed.

Section IX –RFP Conditions

1. **RIGHTS RESERVED.** Upon determination that its best interests would be served, the Department shall have the right to:
 - a. Cancel the procurement at any time prior to award.
 - b. Amend this solicitation at any time prior to award.
 - c. Refuse to accept, or return accepted applications that do not comply with solicitation requirements.
 - d. Reject any application that is received after the deadline.
 - e. Require respondents, at their expense, to submit written clarification of their submission in a manner or format that the Department may require.
 - f. Require that all submissions in response to this solicitation, upon receipt by the Department, become the property of the State of Connecticut.
 - g. Invite respondents, but not necessarily all, to make an oral presentation to assist the Department in their determination of award. The Department further reserves the right to limit the number of respondents invited to make such a presentation. The oral presentation shall only be permitted for the purpose of clarifying the submission not to allow changes to be made to the submission.
 - h. Allow no additions or changes to the original submission after the due date specified herein, except as may be authorized by the Department.
 - i. Dispose of all submissions and documents from applicants not selected for grant awards from the Department.
 - j. Award in part or reject any and all submissions in whole or in part; to waive technical defects, administrative deficiencies, irregularities and omissions, if in its judgment the best interests of the Department will be served.
 - k. Reject the submission of any Respondent in default of any prior contract or for misrepresentation of material presented.
 - l. Reject any and all submissions, or portions thereof, received as a result of this procurement or to negotiate separately any service in any manner necessary to serve the best interest of the State.
 - m. Contract for all or any portion of the scope of work contained within this RFP if it is determined that contracting for a portion of the work will best meet the needs of the State.

- n. Award the right to negotiate a contract to the Respondent(s) whose submission is most advantageous in meeting the needs of the Department, cost and all factors considered.

2. **ASSURANCES AND ACCEPTANCES:** Through their submission in response to this RFP the Respondent certifies that:

- a. **Independent Submission** - no attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a response to this solicitation for the purpose of restricting competition; and that the respondent had no knowledge of the specific contents of this solicitation prior to actual receipt of the solicitation and had no part in the development of the solicitation.
- b. **Valid and Binding Offer:** the submission represents a valid and binding offer to provide services in accordance with the terms and provisions described in this solicitation and any amendments or attachments hereto.
- c. **Press Releases:** the respondent shall obtain prior written consent and approval from the Department for press releases that relate in any manner to this solicitation or any resulting contract.
- d. **Restrictions on Communications with DSS Staff:** from the date of release of this RFA until the Department makes an award the applicant shall not communicate with Department staff on matters relating to this RFA except as provided herein through the Issuing Office. Any other communication concerning this RFA with any of the Departments' staff may, at the discretion of the Department, result in disqualification of that application.
- e. **Acceptance of the Department's Rights Reserved:** The respondent accepts the rights reserved by the Department as set forth herein Section IX - 1.

Section X – APPENDICES

APPENDIX I - Personal Service Agreement Terms and Conditions

APPENDIX II- Procurement and Contractual Agreements – Statement of Acceptance

APPENDIX III – Certification Regarding Lobbying

APPENDIX IV – Workforce Analysis

APPENDIX I - Personal Service Agreement Terms and Conditions

PART I

Scope of Services, Contract Performance, and Payment Provisions

A. TERM - This contract shall be in effect from _____ through _____.

B. CONTRACTOR RESPONSIBILITIES

1. The Contractor shall work with the lead staff from the Department of Social Services [*Dedicated Unit or Division*] to promote and enhance [*e.g. public education concerning the emotional and financial responsibilities of fatherhood*].
2. It is the understanding of the parties that the Contractor shall: [*Include the service/task GOALS to be completed under this agreement*]
3. To complete the tasks herein the Contractor shall: [*Include the OBJECTIVES detailing how the service goals will be achieved*]

C. DEPARTMENT RESPONSIBILITIES - To complete the tasks herein the Department shall: [*Include any applicable support or technical assistance services to be provided to the Contractor*]

D. CONTRACTOR PAYMENT

1. For the performance of the services and tasks described herein, based upon review and approval by the Department, the Contractor shall receive a maximum dollar amount not to exceed [\$xxx.00] in accordance to the following payment schedule: [*Include any specific fee schedule description here*].
2. All payments to the Contractor will be contingent upon the Department's receipt and approval of an itemized invoice with a detailed description of the work completed.

E. LIAISON: Both parties agree to have specifically named liaisons at all times. These representatives of the parties will be the first contacts regarding any questions and problems that arise during implementation and operation of this contract.

F. NOTICES

1. Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery, if delivered by hand (in which case assigned receipt will be obtained), or 3 days after posting if sent by registered or certified mail, return receipt requested. Notices shall be addressed as follows:

a. In case of notice(s) to the Contractor:

[Contract Manager, Title]
[Agency Name]
[Street Address]
[City, State, Zip]
[Phone#]

b. In case of notice(s) to the Department regarding this contract:

[Contract Administrator]
Contract Administration Unit
Department of Social Services
25 Sigourney Street
Hartford, CT 06106
[Phone#]

c. In case of notice(s) to the Department regarding the scope of services:

[Contract Manager, Title]
[Division/Unit]
Department of Social Services
25 Sigourney Street
Hartford, CT 06106
[Phone#]

2. Said notices shall become effective on the date of receipt as specified above or the date specified in the notice, whichever comes later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address, which shall be effective on the tenth day following receipt.

APPENDIX I - Personal Service Agreement Terms and Conditions

Part II - Mandatory Terms And Conditions.

The terms and conditions contained in this section constitute a basis for this Contract. These terms and conditions, as well as others so labeled elsewhere in this document, are mandatory for this Contract. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. The Contractor agrees to comply with the following mandatory terms and conditions:

A. CONTRACTOR OBLIGATIONS

1. Credits and Rights in Data

- a. "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.
- b. All materials developed specifically and exclusively for the Department during the term of this contract are considered proprietary to the Department and shall remain confidential. Throughout the term of this contract, the Contractor must secure the Department's written approval prior to the release of any confidential information whatsoever that pertains to the work or activities provided under this contract.
- c. 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.
- d. 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.
- e. 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."
- f. 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.
- g. The Department and the Federal Government 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.

2. Ownership

- a. All products and materials developed specifically and exclusively for the Department as a result of this contract by the Contractor, or any of its subcontractors hired for the purposes of this contract, shall remain the property of the Department. Products and materials are defined as, but are not limited to,

copyrighted materials, camera ready copy, mechanical, videos, brochures, posters and stock thereof; designs, data and all other matter and information that is collected or developed specifically and exclusively for the Department for the purpose of this contract. Disposition of all such products and materials shall remain at the discretion of the Department during the effective period of this contract and thereafter.

- b. Notwithstanding anything to the contrary contained in this contract, it is understood and agreed that the Contractor shall retain all of its rights in its proprietary information including, without limitation, its methods of analysis, ideas, concepts, expressions, know how, techniques, skills, knowledge and experience possessed by the Contractor prior to, or acquired by the Contractor during, the performance of this contract and the Contractor shall not be restricted in any way with respect thereto.
3. **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.
4. **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.
5. **Related Party Transactions:** The Contractor shall report all related party transactions, as defined in this Section, to the Department on an annual basis in the appropriate fiscal report as specified in Part II 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 exercise influence or control, directly or indirectly. "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.
6. **Insurance:** The Contractor will carry insurance, (liability, fidelity bonding or surety bonding and/or other), as specified in this agreement, during the term of this contract according to the nature of the work to be performed to "save harmless" the State of Connecticut from any claims, suits or demands that may be asserted against it by reason of any act or omission of the Contractor, subcontractor or employees in providing services hereunder, including but not limited to any claims or demands for malpractice. Certificates of such insurance shall be filed with the Department before the performance of services.
7. **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 3 years after the completion and submission to the state of the Contractor's annual financial audit.
8. **Confidentiality**
 - a. All material and information provided to the Contractor by the State or acquired by the Contractor in performance of the contract whether verbal, written, recorded magnetic media, cards or otherwise shall

be regarded as confidential information and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with Federal and State statutes and regulations. The Contractor agrees that it is prohibited from releasing any and all information provided by the Department or providers or any information generated by the Contractor without the prior express written consent of the Contract Administrator.

b. The confidentiality obligations set forth above shall not apply to data, information or material which (i) at the time disclosed to, or obtained by the Contractor, is in the public domain; (ii) becomes part of the public domain through no fault of the Contractor; (iii) is communicated to the Contractor by a third party who is not, to the Contractor's knowledge, subject to any confidentiality obligations with respect thereto; (iv) is independently developed by the Contractor; or (v) is required to be disclosed by the Contractor pursuant to any statute, regulation, order, subpoena, document discovery request or other legal process.

9. **Audit Liabilities:** It is understood and agreed by the Contractor that the Contractor shall be held liable for any State or Federal audit exceptions and shall return to the Department all payments made under this contract to which exception has been taken or which have been disallowed because of such an exception in accordance with Connecticut General Statutes 7-396a.

10. **Force Majeure:** Neither party shall incur liability for any failure to perform its obligations under this contract due to causes beyond its reasonable control including, but not limited to, fire-storm-flood-earthquake-accident-acts of war-acts of God-acts of Federal, State, or local government or any agency thereof and judicial action-acts of third parties and computer or equipment failures other than those caused by the sole negligence of either party.

11. Hold Harmless

a. The Contractor agrees to indemnify, defend and hold harmless the State of Connecticut; as well as all Departments, officers, agents and employees of the State from and against any and all claims, losses or suits according or resulting to any Contractors, subcontractors, laborers and any person, firm or corporation who may be directly or indirectly injured or damaged by the negligence or willful misconduct of the Contractor in the performance of this contract.

b. The Department may request, in writing, evidence of the Contractor's workers compensation insurance policy. If such a request is made, the Contractor must file such evidence of its workers compensation insurance policy with the Department's Contract Administrator, no later than 15 business days following receipt of the request. Should the Contractor fail to comply with the request in a timely manner, the Department may, at its option and discretion, invoke the provisions under Section(s) 6.3 and/or 7.2 infra.

c. The Contractor, at his own expense, must defend any and all claims or suits which may be brought against the Department or the State for the infringement of any patents, copyrights, proprietary rights or right of privacy arising from the Contractor's or State's use of any equipment, materials or information prepared or developed by the Contractor in conjunction with the performance of this contract. The Contractor shall not be liable hereunder to the extent such suit is attributable to the acts or omissions of the State or the Department. The Contractor shall, in any such suit, satisfy any and all damages directly or indirectly assessed against the State or its Departments, be it resolved by settlement, final judgment, consent or any other manner.

12. Settlement of Disputes and Claims Commission

a. 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.

- b. Claims Commission. 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.

13. 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.
14. **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.

B. STATUTORY AND REGULATORY COMPLIANCE

- 1. **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 that the Department has responsibility to promulgate or enforce.
- 2. **Suspension or Debarment**
 - a. Signature on contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:
 - i is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental Department or agency (Federal, State or local);
 - ii 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;

- iii 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; and
- iv 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 reported to the Department immediately.

3. **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 Conn. Gen. Stat.:

a. The Contractor agrees:

- i 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;
- ii 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;
- iii 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 Conn. Gen. Stat.;
- iv 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 Conn. Gen. Stat.

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 Conn. Gen. Stat. 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.

4. **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. Three, 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. Three 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 before 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. Three 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 also subject to provisions of Executive Order No. Sixteen of Governor John G. 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. Sixteen. The parties to this contract, as part of the consideration hereof, agree that:
- i 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 Subsection (ii) to follow.
 - ii 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.
 - iii 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.
 - iv 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.
 - v Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions (i) through (iv), above.
- c. **Executive Order No. 17: Connecticut State Employment Service Listings:** This contract is also subject to provisions of Executive Order No. Seventeen 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 Seventeen, 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. Seventeen 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. This Agreement is subject to **Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006.** The Parties to this Agreement, as part of the consideration hereof, agree that:
- i The State Contracting Standards Board (“the Board”) may review this contract and recommend to the state contracting agency termination of the contract for cause. The State contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than 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 (Conn. Gen. Stat. Chapter 10) or Section 4A 100 of the Conn. Gen. Statutes or
 - b) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
- ii For the purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.
 - iii Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes 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.
5. **Campaign Contribution Restrictions:** Pursuant to Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies state contractors, prospective contractors, and their principals are prohibited from soliciting or making contributions to state political campaigns. 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 Department certifies that they have provided and the Contractor's authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice (SEEC Form 11) advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.
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:
 - i 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;
 - ii the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
 - iii 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;

- iv 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;
- v 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 51% or more of capital stock, if any, or assets of which is owned by a person or persons:

- i who are active in the daily affairs of the enterprise,
- ii who have the power to direct the management and policies of the enterprise and
- iii who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Stat. § 32-9n;

c. "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

d. 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.

e. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

f. 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. **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 USCS §§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 Sec. 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.

8. **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 32-9e of the Conn. Gen. Stat. to carry out this policy in the award of any subcontracts
9. **Non-Smoking:** If the Contractor is an employer subject to the provisions of Section 31-40q of the Connecticut General Statutes, the Contractor agrees to provide the Department with a copy or its written rules concerning smoking. The rules or a statement that the Contractor is not subject to the provisions of Section 31- 40q of the Connecticut General Statutes must be received by the Department prior to this contract's approval.

D. MISCELLANEOUS PROVISIONS

1. **Assignment:** The Contractor shall not assign or transfer any interest in this Contract without the prior written approval of the Contract Administrator. This shall not be construed as limiting the Contractor's rights to subcontract some of the services to be performed hereunder as provided in this Contract.
2. **Subcontracting:** None of the services to be provided by the Contractor shall be subcontracted or delegated to any other organization, subdivision, association, individual, corporation, partnership or group of individuals or other such entity without the prior written consent of the Department. Any subcontract to which the State has consented in writing shall be in writing attached to the contract and made a part thereof and shall in no way alter the contract terms and conditions. Said subcontract shall contain the access to the books, document and records, provided for in paragraph 18 infra. No subcontract or delegation shall relieve or discharge the Contractor from any obligation, provision or liability thereunder. The Contractor agrees to make a good faith effort to award a reasonable proportion of subcontracts to small and minority businesses in accordance with CGS Section 4a-60g.
3. **Choice of Law and Forum:** The Contractor agrees to be bound by the law of the State of Connecticut and the federal government where applicable and agrees that this contract shall be construed and interpreted in accordance with Connecticut law and federal law where applicable.
4. **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 90 days before 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 as required by Section II.D.3 above. The Department shall notify the Contractor of such determination not later than 45 business days from the date the Department receives such requested documentation.
5. **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.

6. **Severability:** If any provision of this contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this contract shall be enforced to the fullest extent permitted by law.
7. **Non-enforcement not to constitute waiver:** The failure of either party to insist upon strict performance of any terms or conditions of this agreement shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.

E. REVISIONS, REDUCTIONS, DEFAULT, AND CANCELLATION

1. Contract Revisions and Amendments

- a. A formal contract amendment, in writing, shall not be effective until executed by both parties to the contract and, where applicable, the Attorney General. Such amendments shall be required for extensions to the final date of the contract period and to terms and conditions specifically stated in Part I of this contract, including but not limited to revisions to the maximum contract payment, to the unit cost of service, to the contract's objectives, services, or plan, to due dates for reports, to completion of objectives or services and to any other contract revisions determined material by the Department.
- b. 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. Any proposal deemed material shall be executed pursuant to (a) of this section. The Department may accept any proposal as a technical amendment and notify the Contractor in writing of the same. A technical amendment shall be effective on the date approved by the Department, unless expressly stated otherwise.
- 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:
 - i 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
 - ii 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 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 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:
 - i withhold payments until the default is resolved to the satisfaction of the Department;
 - ii temporarily or permanently discontinue services under the contract;
 - iii require that unexpended funds be returned to the Department;
 - iv assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Department;
 - v require that contract funding be used to enter into a sub-contract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance;
 - vi terminate this contract;
 - vii take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this contract or both;
 - viii any combination of the above actions.
- 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 Part II Section A.1 of this agreement or has not met requirements as specified in clause 8, 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 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 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 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. Cancellation and Recoupment

- a. This agreement shall remain in full force and effect for the entire term of the contract period specified on page 2 of this agreement, unless either party provides written notice 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 5 business days of cancellation. Within 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 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 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 either party terminates the contract. 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.

APPENDIX II -Procurement And Contractual Agreements

Statement of Acceptance

The terms and conditions contained in this Request for Proposals constitute a basis for this procurement. These terms and conditions, as well as others so labeled elsewhere in this document are mandatory for the resulting contract. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

ACCEPTANCE STATEMENT

On behalf of _____ I, _____ agree to accept the Mandatory Terms and Conditions as set forth in the Department of Social Services' **“RECRUITMENT SERVICES RFP”**.

Signature

Title

Date

APPENDIX III - Certification Regarding Lobbying

Contractor: _____

Period: July 1, 2006 to present.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member or Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more that \$100,000 for each such failure.

Signature

Typed Name & Title

Firm/Organization

Date

APPENDIX IV - Workforce Analysis Form

Contractor Name: _____ Total number of CT employees: _____

Address: _____ Full-time _____ Part-time _____

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

Job Categories	Totals for all Columns - 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													
Sales Workers													
Office & Clerical													
Craft Workers (Skilled)													
Operators (Semi Skilled)													
Laborers (Unskilled)													
Totals Above													
Totals One Year Ago													
Formal On-The-Job-Trainees (Enter figures for the same categories as shown above)													
Apprentices													
Trainees													
Employment Figures were obtained from _____ Visual Check _____ Employment Records _____ Other: _____													

