PROCUREMENT NOTICE

State of Connecticut – Department of Public Health
Public Health Initiatives Branch
Health Education, Management, and Surveillance Section

Tobacco Use Prevention and Control Program

REQUEST FOR PROPOSAL
2011-0917
for
Tobacco Use Cessation Treatment Services in Connecticut

The State of Connecticut, Department of Public Health, is seeking proposals from applicants to provide tobacco use cessation services to Connecticut residents, especially targeting populations that have a documented disparate use of tobacco products compared to the general population.

These disparate populations include, but are not limited to the following groups:

- Low socio-economic status,
- Low educational attainment,
- Severe mental illness,
- Young adults ages 18-24,
- Pregnant women,
- Hispanic youth and adults, and
- Lesbian/gay/bisexual/transgender (LGBT) men and women.

Applicants are asked to provide group and individual tobacco use cessation treatment services to Connecticut residents.

The Request For Proposals is available in electronic format on the State Contracting Portal at
http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2

Department's Official Contact:

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Phone:	860-509-8251
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The RFP is also available on the Department's website at
http://www.ct.gov/dph/site/default.asp

A printed copy of the RFP can be obtained from the Official Contact upon request. Deadline for submission of proposals is May 19, 2011, 2:00 PM EDST.

This document is configured for 2-sided printing.

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I. GENERAL INFORMATION

A. INTRODUCTION

1. RFP Name or Number. Community Tobacco Use Cessation Services in Connecticut RFP# 2011-0917

2. Summary.

The Department is seeking proposals from applicants to increase the number of tobacco use cessation services that are available for residents; especially populations that have a documented disparate use of tobacco products compared to the general population, through the development or expansion of evidence-based tobacco use cessation programs in Connecticut.

These disparate populations include, but are not limited to: low socio-economic, low educational attainment, severe mental illness, youth, young adults ages 18-24, pregnant women, and lesbian/gay/bisexual/transgender (LGBT) men and women. Programs are asked to provide group and individual tobacco use cessation counseling services.

Special emphasis will be placed on geographic areas in Connecticut that are not currently being served by DPH-funded tobacco use cessation programs. Programs are currently providing generalized tobacco use services in the following areas: Hartford, New Haven, Willimantic and surrounding towns. A map designating these service areas is included in Section V – Appendices Specialized tobacco use cessation services targeting clients who are severely mentally ill or have a co-occurring mental illness with substance use dependence are also designated on the map. Any program currently funded by the Department of Public Health to provide tobacco use cessation services must clearly state additional service areas that would be targeted should additional funding be provided. Applicants must clearly describe their targeted service area as well as where those services will be provided.

3. Synopsis (Optional).

Evidenced-based tobacco use cessation treatment services are to be provided to Connecticut residents following the U.S. Department of Health and Human Services clinical guidelines for effective treatment of tobacco use and dependence.

4. Commodity Codes. The services that the Department wishes to procure through this RFP are as follows:

- 0600: Services (Professional, Support, Consulting and Misc. Services)
- 1000: Healthcare Services
- 2000: Community and Social Services
- 3000: Education and Training

B. ABBREVIATIONS / ACRONYMS / DEFINITIONS

ACOG	American College of Obstetrics and Gynecologists
BFO	Best and Final Offer
C.G.S.	Connecticut General Statutes
CDC	US Department of Health and Human Services, Centers for Disease Prevention and Control
CHRO	Commission on Human Rights and Opportunities (CT)
CT	Connecticut
DAS	Department of Administrative Services (CT)
DHHS	US Department of Health and Human Services
DPH	Department of Public Health (CT)
FOIA	Freedom of Information Act (CT)
IRS	Internal Revenue Service (US)
LGBT	Lesbian, Gay, Bisexual and Transgender
LOI	Letter of Intent
OAG	Office of the Attorney General (CT)
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)
POS	Purchase of Service
P.A.	Public Act (CT)

RFP Request For Proposal
SEEC State Elections Enforcement Commission (CT)
U.S. United States

- *Contractor:* a private provider organization, CT State agency, or municipality that enters into a POS contract with the Department as a result of this RFP

- *Proposer:* a private provider organization, CT State agency, or municipality that has submitted a proposal to the Department in response to this RFP

- *Prospective proposer:* a private provider organization, CT State agency, or municipality that may submit a proposal to the Department in response to this RFP, but has not yet done so

- *Subcontractor*: an individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific health or human service as part of a POS contract with the Department as a result of this RFP

C. INSTRUCTIONS

1. **Official Contact.** The Department has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Department. Proposers, prospective proposers, and other interested parties are advised that any communication with any other Department employee(s) (including appointed officials) or personnel under contract to the Department about this RFP is strictly prohibited. Proposers or prospective proposers who violate this instruction may risk disqualification from further consideration.

   Name: Barbara Walsh
   Address: 410 Capitol Avenue, MS# 11HLS, P O Box 340308, Hartford, CT 06134-0308
   Phone: 860-509-8251
   Fax: 860-509-7854
   E-Mail: DPHTobacco@ct.gov

   Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.

2. **RFP Information.** The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:

   - Department's RFP Web Page
     http://www.ct.gov/dph/cwp/view.asp?a=3152&q=389676&dphNav_GID=1601

   - State Contracting Portal
     http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2

   It is strongly recommended that any proposer or prospective proposer interested in this procurement subscribe to receive e-mail alerts from the State Contracting Portal. Subscribers will receive a daily e-mail announcing procurements and addendums that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

   Printed copies of all documents are also available from the Official Contact upon request.

3. **Contract Awards.** The award of any contract pursuant to this RFP is dependent upon the availability of funding to the Department. The Department anticipates the following:

   - Total Funding Available: $600,000
   - Number of Awards: To be Determined
   - Contract Cost: To be negotiated with successful proposers.

Grant award amounts will depend on the number of participants to be served as well as the complexity of the proposed project.

- Contract Term: Anticipated Contract term will begin July 1, 2011 and run for a period of up to two years.

This funding is made available to the Department of Public Health for use from the Tobacco and Health Trust Fund.

4. **Eligibility.** Private provider organizations (defined as non-state entities that are either nonprofit or proprietary corporations or partnerships), Connecticut state agencies, and municipalities are eligible to submit proposals in response to this RFP. Individuals who are not a duly formed business entity are ineligible to participate in this procurement.

5. **Minimum Qualifications of Proposers.** To qualify for a contract award, a proposer must have the following minimum qualifications:

   The Department of Public Health (DPH) is seeking organizations that can demonstrate the ability to provide cost-effective tobacco use cessation services delivery, including the following:

   - Positive participant impact through the location and accessibility of program space and hours as well as culturally and linguistically appropriate services offered;
   - Appropriate range and quality of related services;
   - Linkages with area health care providers serving the target population;
   - Efficient use of program staff and space for the provision of program services;
   - Cost of operations within the limit of available funds;
   - Positive history of compliance with the Department for entities who have worked with the Department in the past.
   - Financial integrity/solvency.

   Applications will be accepted from hospitals, health centers, city, district, and town health departments, community action agencies, and other human service organizations.

6. **Procurement Schedule.** See below. Dates after the due date for proposals ("Proposals Due") are target dates only (*). The Department may amend the schedule, as needed. Any change will be made by means of an amendment to this RFP and will be posted on the State Contracting Portal and, if available, the Department's RFP Web Page.

   RFP # 2010-0912 was previously issued with similar expectations. During the review of the proposals submitted in response to that RFP, it was determined that certain language within the RFP was not clear enough for proper response by applicants which deemed the proposals to be non-responsive. As such, that RFP language has been amended and is re-issued as RFP # 2011-0917

   - RFP Planning Start Date: January 4, 2010
   - RFP Released: March 17, 2011
   - Deadline for Questions: April 14, 2011
   - Answers Released April 21, 2011
   - Letter of Intent Due: May 6, 2011
   - Proposals Due: May 19, 2011
   - (*) Proposer Selection: June 15, 2011
   - (*) Start of Contract Negotiations: June 15, 2011
   - (*) Start of Contract: September 1, 2011

7. **Letter of Intent.** A Letter of Intent (LOI) is required by this RFP. The LOI is non-binding and does not obligate the sender to submit a proposal. The LOI must be submitted to the Official Contact by US mail, fax, or e-mail by the deadline established in the Procurement Schedule. The LOI must clearly identify the sender, including name, postal address, telephone number, fax number, e-mail address and indicate the component to be applied for. It is the sender's responsibility to confirm the Department's receipt of the LOI. Failure to submit the required LOI in accordance with the requirements set forth herein shall result in disqualification from further consideration.

8. **Inquiry Procedures.** All questions regarding this RFP or the Department's procurement process must be directed, in writing, to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline(s) will be answered. However, the Department will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFP or the procurement process will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. If this RFP requires a Letter of Intent, the Department reserves the right to answer questions only from those who have submitted such a letter. The Department may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such. The agency will release the answers to questions on the date(s) established in the Procurement Schedule. The Department will publish any and all amendments to this RFP on the State Contracting Portal and, if available, on the Department's RFP Web Page. At its discretion, the Department may distribute any amendments to this RFP to prospective proposers who submitted a Letter of Intent or attended the RFP Conference.

9. **RFP Conference.** An RFP conference will not be held to answer questions from prospective proposers, however, the Department will accept questions in writing regarding the RFP. All questions submitted will be answered in a written amendment to this RFP, which will serve as the Department's official response to questions. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such. The agency will release the amendment on the date established in the Procurement Schedule. The Department will publish any and all amendments to this RFP on the State Contracting Portal and, if available, on the Department's RFP Web Page.

10. **Proposal Due Date and Time.** Proposals must be <u>received</u> by the Official Contact on or before the due date and time:

- Due Date: May 19, 2011
- Time: 2:00 P.M. Eastern Daylight Savings Time

Faxed or e-mailed proposals will not be evaluated. When hand-delivering proposals by courier or in person, allow extra time due to building security procedures. The Department will not accept a postmark date as the basis for meeting the submission due date and time. Proposals received after the due date and time may be accepted by the Department as a clerical function, but late proposals will not be evaluated. At the discretion of the Department, late proposals may be destroyed or retained for pick up by the submitters.

An acceptable submission must include the following:

- One (1) original proposal indicating the component applied for;
- Six (6) conforming copies of the original proposal; and
- One (1) conforming electronic copy of the original proposal.

The original proposal must carry original signatures and be clearly marked on the cover as "Original." Unsigned proposals will not be evaluated. The original proposal and each conforming copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee. The electronic copy of the proposal must be compatible with *Microsoft Office Word 2003*. For the electronic copy, required forms and appendices may be scanned and submitted in Portable Document Format (PDF) or similar file format.

11. **Multiple Proposals.** The submission of multiple proposals is an option with this procurement.

12. **Declaration of Confidential Information.** Proposers must include a declaration statement concerning confidentiality. Proposers are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL. In Section C of the proposal submission, the proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the

prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

13. **Conflict of Interest - Disclosure Statement.** Proposers must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the proposer over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. *Example: "[name of proposer] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."*

D. PROPOSAL FORMAT

1. **Required Outline.** All proposals must follow the required outline presented in Section IV – Proposal Outline. Proposals that fail to follow the required outline will be deemed non-responsive and not evaluated.

2. **Cover Sheet.** The Cover Sheet is Page 1 of the proposal. Proposers must complete and use the Cover Sheet form provided by the Department in Section IV.I – Forms.

3. **Table of Contents.** All proposals must include a Table of Contents that conforms with the required proposal outline. (See Section IV.)

4. **Executive Summary.** Proposals must include a high-level summary, not exceeding three pages, of the main proposal and cost proposal.

5. **Attachments.** Attachments other than the required Appendices or Forms identified in Section IV are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.

6. **Style Requirements.** Submitted proposals must conform to the following specifications:
   - Binding Type: Use a single binding clip; do not use staples or other more permanent binding.
   - Dividers: None specified
   - Paper Size: 8.5 x 11
   - Page Limit: 15 pages [includes proposal narrative, budget documents and work plan]
   - Print Style: 2-sided
   - Font Size: 12
   - Font Type: Times New Roman
   - Margins: 1 inch
   - Line Spacing: 1 ½ minimum spacing

7. **Pagination.** The proposer's name must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be numbered in the footer.

8. **Packaging and Labeling Requirements.** All proposals must be submitted in sealed envelopes or packages and be addressed to the Official Contact. The Legal Name and Address of the proposer must appear in the upper left corner of the envelope or package. The RFP Name or Number must be clearly displayed on the envelope or package. Any received proposal that does not conform to these packaging or labeling instructions will be opened as general mail. Such a proposal may be accepted by the Department as a clerical function, but it will not be evaluated. At the discretion of the Department, such a proposal may be destroyed or retained for pick up by the submitters.

E. EVALUATION OF PROPOSALS

1. **Evaluation Process.** It is the intent of the Department to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful proposers, and awarding contracts, the Department will conform with its written procedures for POS procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85).

2. **Screening Committee.** The Department will designate a Screening Committee to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Screening Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Screening Committee may result in disqualification of the proposer.

3. **Minimum Submission Requirements.** All proposals must comply with the requirements specified in this RFP. To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) follow the required Proposal Outline; and (4) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Department will reject any proposal that deviates significantly from the requirements of this RFP.

4. **Evaluation Criteria (and Weights).** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Screening Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The criteria are weighted according to their relative importance. The weights are disclosed below.

   - Organizational Profile and Service Area (10%)
     - Includes past history of program success, effectiveness and compliance with Department requirements if applicable (for agencies that have previously been contracted with the Department).
   - Scope of Services (30%)
     - Includes feasibility of proposed services
   - Staffing Plan and Subcontractors (5%) *see note*
   - Work Plan (30%)
     - Work plan must include sufficient narrative description for reviewers to understand how services will be carried out by the applicant. Applicants utilizing repetitive direct quotes from the RFP may have points deducted for responsiveness.
   - Profile of Collaborating Partners and References Provided (5%)
   - Budget and Budget Narrative (15%)
   - Appendices (5%)

   Note:
   As part of its evaluation of the Staffing Plan, the Screening Committee will consider the proposer's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies § 46A-68j-30(10).

   Proposals must receive a minimum score of 60% in order to be considered for funding.

5. **Proposer Selection.** Upon completing its evaluation of proposals, the Screening Committee will submit the rankings of all proposals to the Department head. The final selection of a successful proposer is at the discretion of the Department head. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with the Department. Such negotiations may, but will not automatically, result in a contract. Pursuant to Governor M. Jodi Rell's Executive Order No. 3, any resulting contract will be posted on the State Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the Department's discretion, about the outcome of the evaluation and proposer selection process.

6. **Debriefing.** Within ten (10) days of receiving notification from the Department, unsuccessful proposers may contact the Official Contact and request information about the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the ten (10) days. If unsuccessful proposers still have questions after receiving this information, they may contact the Official Contact and

request a meeting with the Department to discuss the evaluation process and their proposals. If held, the debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The Department will schedule and hold the debriefing meeting within fifteen (15) days of the request. The Department will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.

7. **Appeal Process.** Proposers may appeal any aspect the Department's competitive procurement, including the evaluation and proposer selection process. Any such appeal must be submitted to the Department head. A proposer may file an appeal at any time after the proposal due date, but not later than thirty (30) days after an agency notifies unsuccessful proposers about the outcome of the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. The filing of an appeal shall not be deemed sufficient reason for the Department to delay, suspend, cancel, or terminate the procurement process or execution of a contract. More detailed information about filing an appeal may be obtained from the Official Contact.

8. **Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Department's contracting procedures, which may include approval by the Office of the Attorney General.

II. MANDATORY PROVISIONS

A. POS STANDARD CONTRACT, PARTS I AND II

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with the provisions of Parts I and II of the State's "standard contract" for POS:

Part I of the standard contract is maintained by the Department and will include the scope of services, contract performance, quality assurance, reports, terms of payment, budget, and other program-specific provisions of any resulting POS contract. A sample of Part I for tobacco use cessation services is included in section five appendices with this RFP.

Part II of the standard contract is maintained by OPM and includes the mandatory terms and conditions of the POS contract. Part II is available on OPM's website at: http://www.ct.gov/opm/fin/standard_contract
Part II is incorporated into the model contract included with this RFP.

Note:
Included in Part II of the standard contract is the State Elections Enforcement Commission's notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations. If a proposer is awarded an opportunity to negotiate a contract with the Department and the resulting contract has an anticipated value in a calendar year of $50,000 or more, or a combination or series of such agreements or contracts has an anticipated value of $100,000 or more, the proposer must inform the proposer's principals of the contents of the SEEC notice.

Part I of the standard contract may be amended by means of a written instrument signed by the Department, the selected proposer (contractor), and, if required, the Attorney General's Office. Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General's Office.

B. ASSURANCES

By submitting a proposal in response to this RFP, a proposer implicitly gives the following assurances:

1. **Collusion.** The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.

2. **State Officials and Employees.** The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Department may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the proposer, contractor, or its agents or employees.

3. **Competitors.** The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

4. **Validity of Proposal.** The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Department may include the proposal, by reference or otherwise, into any contract with the successful proposer.

5. **Press Releases.** The proposer agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFP or any resultant contract.

C. TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, a proposer implicitly agrees to comply with the following terms and conditions:

1. **Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

2. **Preparation Expenses.** Neither the State nor the Department shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.

3. **Exclusion of Taxes.** The Department is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.

4. **Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.

5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Department may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the Department, and at the proposer's expense.

6. **Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Department. The Department may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Department. At its sole discretion, the Department may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.

7. **Presentation of Supporting Evidence.** If requested by the Department, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Department may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties

required by this RFP. At its discretion, the Department may also check or contact any reference provided by the proposer.

8. **RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Department or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the Department and, if required, by the Attorney General's Office.

D. RIGHTS RESERVED TO THE STATE

By submitting a proposal in response to this RFP, a proposer implicitly accepts that the following rights are reserved to the State:

1. **Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Department.

2. **Amending or Canceling RFP.** The Department reserves the right to amend or cancel this RFP on any date and at any time, if the Department deems it to be necessary, appropriate, or otherwise in the best interests of the State.

3. **No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the Department may reopen the procurement process, if it is determined to be in the best interests of the State.

4. **Award and Rejection of Proposals.** The Department reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Department may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Department reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.

5. **Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.

6. **Contract Negotiation.** The Department reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Department further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, the Department may seek Best and Final Offers (BFO) on cost from proposers. The Department may set parameters on any BFOs received.

7. **Clerical Errors in Award.** The Department reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.

8. **Key Personnel.** When the Department is the sole funder of a purchased service, the Department reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Department also reserves the right to approve replacements for key personnel who have terminated employment. The Department further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the Department.

E. STATUTORY AND REGULATORY COMPLIANCE

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

1. **Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.

2. **Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.

3. **Consulting Agreements, C.G.S. § 4a-81.** Proposals for State contracts with a value of $50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM's website at http://www.ct.gov/opm/fin/ethics_forms
IMPORTANT NOTE: A proposer must complete and submit OPM Ethics Form 5 to the Department with the proposal.

4. **Gift and Campaign Contributions, C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8 and No. 7C, Para. 10; C.G.S. § 9-612(g)(2).** If a proposer is awarded an opportunity to negotiate a contract with an anticipated value of $50,000 or more in a calendar or fiscal year, the proposer must fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and CT State agencies are exempt from this requirement. The gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM's website at http://www.ct.gov/opm/fin/ethics_forms
IMPORTANT NOTE: The successful proposer must complete and submit OPM Ethics Form 1 to the Department prior to contract execution.

5. **Nondiscrimination Certification , C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1).** If a proposer is awarded an opportunity to negotiate a contract, the proposer must provide the Department with *written representation* or *documentation* that certifies the proposer complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The nondiscrimination certification forms are available on OPM's website at http://www.ct.gov/opm/fin/nondiscrim_forms
IMPORTANT NOTE: The successful proposer must complete and submit the appropriate nondiscrimination certification form to the awarding Department prior to contract execution.

III. PROGRAM INFORMATION

A. DEPARTMENT OVERVIEW

The Connecticut Department of Public Health (DPH) is the state's leader in public health policy and advocacy. The agency is the center of a comprehensive network of public health services, and is a partner to local health departments for which it provides advocacy, training and certification, technical assistance and consultation, and specialty services such as risk assessment that are not available at the local level. The agency is a source of accurate, up-to-date health information to the Governor, the Legislature, the federal government and local communities. This information is used to monitor the health status of Connecticut's residents, set health priorities and evaluate the effectiveness of health initiatives. The agency is a regulator focused on health outcomes, maintaining a balance between assuring quality and administrative burden on the personnel, facilities and programs regulated. The agency is a leader on the national scene through direct input to federal agencies and the United States Congress.

This RFP is being issued by the Tobacco Use Prevention and Control Program of the Health Education, Management, and Surveillance Section of the Public Health Initiatives Branch.

The Program has the following goals:

1. To prevent the initiation of tobacco use.
2. To promote quitting among young people and adults.
3. To eliminate nonsmokers' exposure to secondhand smoke.
4. To identify and eliminate the disparities related to tobacco use and its effects on diverse population groups.

B. PROGRAM OVERVIEW

The Tobacco Use Prevention and Control Program is working to enhance the well-being of Connecticut's residents by promoting tobacco-free lifestyles and by educating communities about the economic and health costs and consequences of tobacco use.

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.

In Connecticut, approximately 429,500 adults, or 15.9% smoke cigarettes. About 17.31% of men and 14.7% of women smoke. (2008 BRFSS Data) Nearly 5,000 tobacco-related deaths occur in Connecticut annually, more than alcohol, AIDS, car crashes, illegal drugs, murders, and suicides combined. In addition to premature deaths, tobacco use causes illness, disability and productivity loss, and 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. Although Connecticut's smoking rate has decreased over the past several years, there is a need for more cessation programs, especially among particular groups within the state population.

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 pharmacotherapies. 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 (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 pharmacotherapies (e.g., nicotine patch, gum, and bupropion hydrochloride) are 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 possessing the capacity to develop and implement successful evidenced-based cessation referrals and services in order to reduce, eliminate, and/or prevent tobacco use by Connecticut residents.

C. MAIN PROPOSAL COMPONENTS

1. Cover Sheet, Contractor Information, Notification to Bidders

The proposal must contain a completed Cover Sheet, Contractor Information Form, and a signed Notification to Bidders Form, which are included in the attached Application Forms.

2. Organizational Requirements,

Applications will be accepted from public and private organizations and community-based agencies. The proposal must describe the organization, including its purpose, services provided, and length of time in operation.

Agencies that are currently under contract with the Department of Public Health to provide cessation services MAY apply for funding under this announcement to expand their current services to additional populations or areas. Explain in detail how that expansion will occur.

3. Services to be Provided

Bidders should include, in their own words, how they will provide the minimum core of services to offer tobacco use cessation services to Connecticut residents. Also provide the rationale for choosing the approaches and methods identified.

The minimum services to be provided shall include the development and implementation of a systems-level approach to delivering evidence-based tobacco use cessation services.

The contractor must provide but not be limited to the following services and the contractor's approach must be addressed in the proposal:

1) Provide 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)

2) Purchase or develop an evidence-based tobacco use cessation curriculum that includes the following: 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.

3) Train all staff within the agency that will be involved in the tobacco use cessation program in the policies and procedures of the tobacco use cessation treatment program and the curriculum.

   (a) **Also, if program is in a clinical setting:** Train health care providers and medical 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 American College of Obstetricians and Gynecologists for treating tobacco use in pregnant women.
   (b) Include tracking components (ask, advise, assess, assist, arrange) into a reminder system or flow sheet for incorporation into patient records.
   (c) Orient all clinic staff on the new reminder/tracking system.
   (d) Assess all patients for tobacco use and implement the DHHS clinical practice guidelines into all 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 patients using tobacco products to tobacco use cessation counseling.

4) Advertise and market the tobacco use cessation program to agencies and organizations that serve tobacco users in the contractor's area, utilizing earned media and educating legislators on available services to increase referrals. Marketing and outreach activities should focus on reaching the target population.

5) Provide individual, or individual and group, face-to-face tobacco use cessation counseling sessions that are culturally and linguistically appropriate, including all educational materials at no cost to participant.

   (a) An evidence-based Tobacco Use Cessation Curriculum must be followed for the provision of these services. Components of the 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.

(b) Individual counseling programs must consist of no less than five sessions. Group programs must consist of no less than six sessions.

6) When medically appropriate and approved, pharmacotherapies (which includes nicotine replacement therapies as well as prescription medications) will be provided to assist in the treatment of tobacco use dependence for participants at no cost to the participant, using funds from this grant.

7) Provide follow up care to prevent tobacco use relapse in the form of a relapse group and/or additional individual counseling. This follow up care curriculum will include problem-solving skills and the importance of support systems, positive behavioral changes, stress management, and coping skills.

8) Collect and input data elements into an ACCESS database supplied by DPH. Sample data collection forms are included in the appendices section.

(a) Data is collected at the following time periods to determine patient status regarding tobacco use:
- (i) Intake at initial cessation counseling session;
- (ii) Follow up at four months post-enrollment;
- (iii) Follow-up at seven months post-enrollment.

(b) Data elements to be collected include, but are not limited to, the following:
- (i) Patient Demographics
- (ii) Tobacco Use Status
- (iii) Quit Status
- (iv) Number of Quit Attempts
- (v) For pregnant women:
  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, if known.

De-identified data will be submitted to the Department on a monthly basis.

9) Refer patients to the Connecticut Quitline as a secondary support system, as well as to the BecomeanEx.org website. A fax referral system is in place for health care providers to easily refer patients who have given their consent to the Quitline provider.

10) Conduct a client satisfaction survey using an evaluation tool supplied by the Department, analyze and submit the results.

11) Collaborate with other entities to minimize expense and maximize services by obtaining community involvement such as through donation of refreshments, incentives, materials, or space; assistance in marketing or improving cultural relevance of the curriculum and materials, transportation assistance and child care services.

12) 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.

13) Submit a final report that includes program summary and status, cost per patient for cessation treatment services, and cost of training per staff member

14) Cooperate and collaborate with the DPH vendor hired under a separate DPH contract for the independent evaluation of the tobacco use cessation programs.

15) Describe how your program will be sustainable once grant funds have expired

16) Develop and Conduct a program self-evaluation that includes effectiveness of services, marketing of program, quit rates, quit attempts, and all additional outreach or counseling activities. Analyze and submit the results to DPH.

Sources of information for tobacco use cessation treatment include:

All services and materials must adhere to the United States Department of Health and Human Services, Office of the Surgeon General, Clinical Practice Guidelines-Treating Tobacco Use and Dependence (http://www.surgeongeneral.gov/tobacco)

Adaptations if serving mentally ill:

Tobacco Cessation Leadership Network, Bringing Everyone Along Reference Guide. (http://www.tcln.org/pdfs/BEA_Resource_Guide-web.pdf).

Adaptations if serving pregnant women:
American College of Obstetricians and Gynecologists (if serving pregnant women)
http://www.acog.org/

Adaptations if serving lesbian/gay/bisexual/transgender:
How to Run a Culturally Competent LGBT Smoking Treatment Group
http://www.howardbrown.org/uploadedFiles/SmokingTreatmentGroup.pdf

Additional Resources:
National Partnership for Smoke Free Families
http://www.helppregnantsmokersquit.org/

National LGBT Tobacco Control Network
http://www.lgbttobacco.org/about.php

Introduction to Process Evaluation in Tobacco Use Prevention and Control, available at
http://www.cdc.gov/tobacco/publications/index.htm

Key Outcome Indicators for Evaluating Comprehensive Tobacco Control Programs, also available at
http://www.cdc.gov/tobacco/publications/index.htm

3. Staffing Requirements

The contractor will identify Key personnel who will be providing services under this grant. Identify one person as a sole point of contact of the Department. Indicate the qualification of key staff to provide tobacco use cessation services and describe the supervision, management and training of staff.

Include résumés of all staff involved in the grant.

4. Data and Technology Requirements,

A Microsoft ACCESS database is used to collect data for this program. This database and collection forms are supplied to the contractor by the Department. Data need to be checked, cleaned and submitted via e-mail to the Department on a monthly basis.

5. Reporting Requirements:

This program will be operated on a fee-for-service basis. In order to facilitate timely payments, monthly statistical and data reporting will be expected.

Monthly expenditure reports, to include invoices and receipts for all purchases or services made against grant.

Monthly submission of all data collected on program participants, de-identified before submission.

Submission of quarterly narrative progress reports.

D. COST PROPOSAL COMPONENT

1.Financial Requirements,

Contracts executed in response to this RFP will be on a FEE FOR SERVICE BASIS. The Department will be processing payments based on the number and type of visits held with program participants, the amount and type of nicotine replacement therapies provided, the amount and type of pharmacotherapies provided, etc.

Components of these fees are requested on the enclosed budget form: describe what elements are included in your fees:

As an example:
Initial Consultation Visit: $54: [$28 salary, $6 fringe benefit, $20 Nicotine replacement therapy (2 weeks of patches)]

All costs must be included in the contract price. Competitiveness of the budget will be considered as part of the proposal review process.

Line item expenditure reports, receipts and invoices for services provided must be completed and submitted to the Department on a quarterly basis.

2.Budget Requirements,

Program costs will be reimbursed on a fee for service basis. Budget justification must show activities that are included in that fee

Indicate the number of clients to be screened

Indicate the number of clients to be counseled and the cost per client counseled for each type of counseling session listed

Indicate the number of clients you anticipate to participate in group counseling sessions, the number of clients to be included in a group, and the cost per group session.

Indicate the direct cost per week supply for each form of cessation pharmacotherapy and NRT to be made available to eligible participants.

IV. PROPOSAL OUTLINE

Proposals submitted in response to the RFP must contain the following components, including a table of contents. Proposals must include all the components listed below, in the order specified, using the prescribed lettering and numbering scheme. Incomplete proposals will not be evaluated.

Page

A. Cover Sheets
(Appendix – Sections A. and B. Applicant and Contractor Information). . . . 1-2

B. Table of Contents 3

C. Declaration of Confidential Information . . . . . Etc.

D. Conflict of Interest - Disclosure Statement . . . . . .

E. Executive Summary. (Maximum two pages). . . . . .

F. Main Proposal . . . . . .

1. Contractor Information -- Organizational Profile . . . .
- a. Purpose, Mission, Vision, Values . . . . . .
- b. Entity Type / Parent Organization / Years of Operation . . . . . .
- c. Location of Offices / Facilities . . . . . .
- d. Organizational structure. Including location of proposed program.
- e. Current Range of Services / Clients . . . . . .
- f. Qualifications . . . . . .
- g. Relevant Experience . . . . . .
- h. Two (2) Letters of Reference from businesses for whom contractor has provided similar services
- i. Letters of Collaboration from Community Partners . . . . . .

2. Scope of Services . . . . . .
- a. Catchment Area . . . . . .
- b. Community Needs / Resources . . . . . .
- c. Community Collaboration . . . . . .
- d. Service Capacity / Delivery Plan / Systems / Processes / Protocols . . . .
- e. Client Consultation / Evaluation / Treatment Plan . . . . . .
- f. Quality Assurance Protocols . . . . . .
- g. Administrative Support . . . . . .
- h. Contractors approach to providing the services listed in Section C2, 1-15
- i. Any additional tobacco cessation and /or prevention services to be provided to the targeted population

3. Staffing Plan . . . . . .
- a. Key Personnel / Managers . . . . . .
- b. Staffing Levels & Qualifications . . . . . .
- c. Job Descriptions . . . . . .
- d. Recruitment, Hiring & Retention Plan . . . . . .
- e. Staff Training / Education / Development . . . . . .

4. Data and Technology . . . . . .
- a. E-Mail / Internet Capabilities . . . . . .
- b. Data Collection / Storage / Reporting . . . . . .
- c. Assessment of Client Satisfaction . . . . . .
- d. Evaluation / Outcome Measures . . . . . .
- e. Microsoft Access Database capabilities

5. Subcontractors . . . . . .
a. Legal Name of Agency, Address, FEIN . . . . . .
b. Contact Person, Title, Phone, Fax, E-mail . . . . . .
c. Services Currently Provided . . . . . .
d. Services To Be Provided Under Subcontract . . . . . .
e. Subcontractor Oversight . . . . . .
f. Subcontract Cost and Term . . . . . .

6. Work Plan . . . . . .
a. Start Date . . . . . .
b. Timetable / Schedule . . . . . .
c. Anticipated Hours of Service Delivery . . . . . .
d. Tasks, Deliverables . . . . . .
e. Methodologies . . . . . .
f. Measurable Objectives (include number of participants to be served) . . .

G. Cost Proposal . . . . . .

1. Financial Profile . . . . . .
a. Annual Budget and Revenues . . . . . .
b. Financial Standing . . . . . .
c. Financial Management Systems . . . . . .
d. Revenue Generation / Billing / Third Party Reimbursement. . . . . .
e. Other DPH Contracts. . . . . .
f. Any outstanding financial obligation with the Department . . . . . .

2. Budget and Budget Narrative . . . . . .
a. Narrative . . . . . .
b. Line Item Budget Breakdown. . . . . .
c. Justification and Detail for each charge item . . . . . .
d. Subcontractor Costs, including line item breakdown of those costs. . .
g. Total number of clients to be served. . . . . .

H. Appendices . . . . . .
a. Résumés of Key Personnel
b. Two letters of reference from previous employer/grantors
c. Letters of Collaboration from active partners that will be part of this grant.
d. Tobacco Industry Funding and Partnership Certification

I. Forms 72

The following additional forms located in the RFP appendices must be submitted with the application:

a. Work Plan Form
b. Budget Justification and Schedule
c. Workforce Analysis Form (Employer Information Report) EEO-1 (U.S. EEOC)
d. Acknowledgment of Contract Compliance / Notification to Bidders (CHRO)
e. Consulting Agreement Affidavit (OPM Ethics Form 5) [1]
f. Tobacco Industry Funding and Partnership Certification

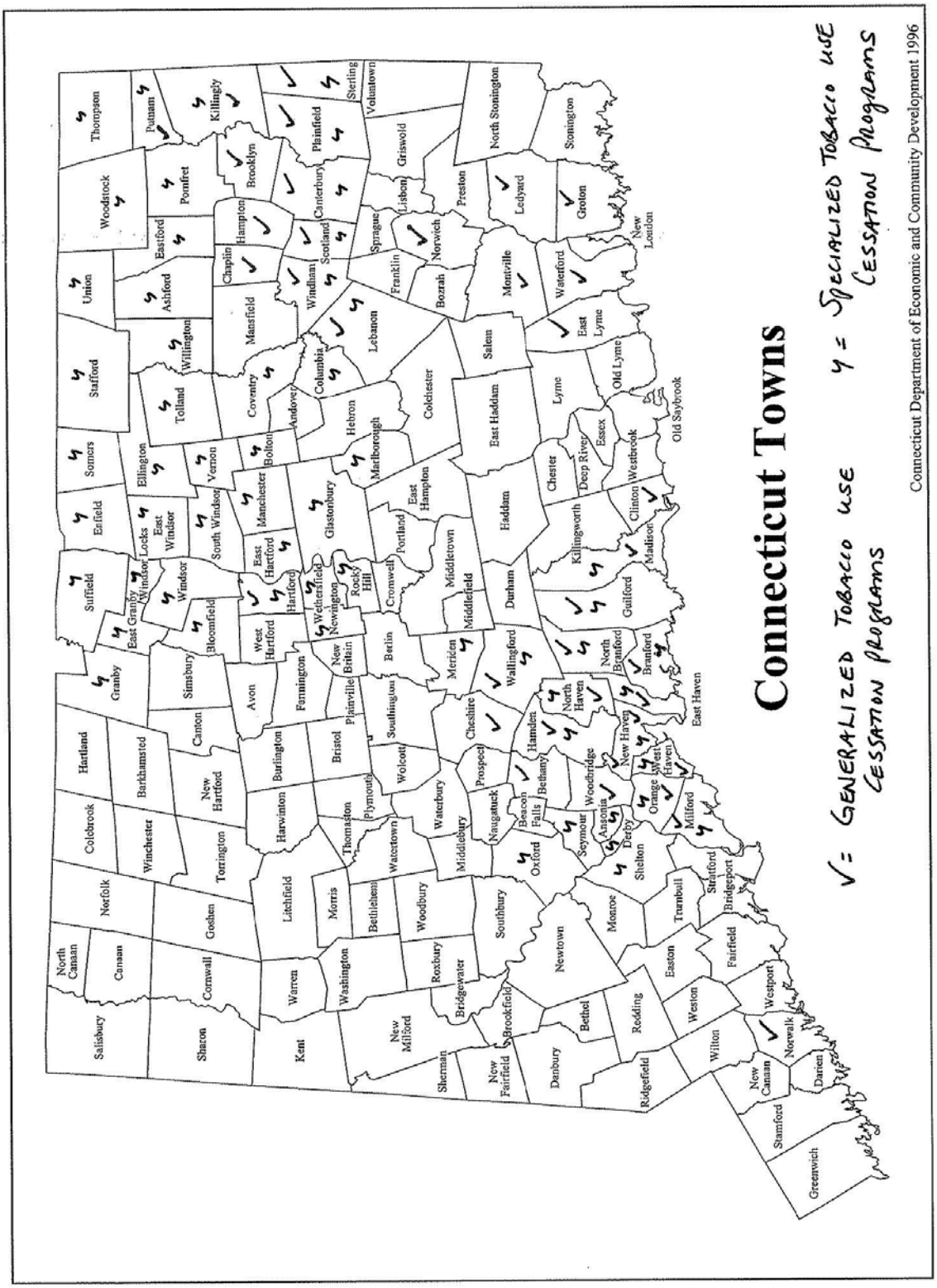
[1] Attached when the contract resulting from this RFP has an anticipated value of $50,000 or more in a calendar or fiscal year. The proposer must submit this certification to the Department with the proposal.

V. APPENDICES

The following attachments are provided for your information.

- Map of Current Tobacco Use Cessation Programs Service Areas
- Sample data collection forms
- Model Contract Language for successful bidders

APPENDICES
CT MAP showing service areas of current programs



APPENDICES
SAMPLE DATA COLLECTION FORMS **Page 1 of 12**

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

Referral/Enrollment Form

(To be completed at the beginning of program participation)

FOR AGENCY USE ONLY	
Agency Name: _____	**Type of counseling service assigned to the client:** ***(Choose only one option)*** ☐Individual ☐Group ☐Both
Site Name: _____	If "Group" or "Both", assign Group ID#: _____
Contract Log#: _____	
Client ID#: _____ **Enrollment #:** _____	☐Check if client participated in this program in the past

Referral **Date of Referral (mm/dd/yyyy):** _____

Client Contact #s: _____

First Name: _____ **Last Name:** _____

Date of Birth: _____ **Current Residence: Town:** _____ **Zip code:** _____

Sex: ☐Male ☐Female ☐Other, please specify: _____

If female, are you currently pregnant? ☐Yes ☐No

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

Primary source of referral:
☐Primary Care Provider ☐OBGYN ☐Dental Care Provider ☐Friend/Family ☐QuitLine
☐Brochure/Flyer ☐Counselor/Therapist ☐Employer
☐Other, please specify: _____

In general, which primary language do you usually speak/use at home?
☐English ☐Spanish ☐Portuguese ☐French ☐Armenian ☐Serbo-Croatian
☐Polish ☐Russian ☐Persian ☐Chinese ☐Korean ☐Vietnamese
☐Laotian ☐Gujarthi ☐Khmer ☐Creole ☐Other, please specify: _____

Enrollment **Date of Enrollment (mm/dd/yyyy):** _____

1. Do you smoke cigarettes now or have you smoked in the past 30 days ? ☐Yes ☐No *(go to question #2)*

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

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

APPENDICES
SAMPLE DATA COLLECTION FORMS **Page 2 of 12**

2. Now or in the past 30 days have you used 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 used other tobacco products, how many times per day did/do you use products other than cigarettes? _____ times per day

3. When was the last date you smoked or used tobacco? (mm/dd/yyyy): _____
(enter "15" for DAY if client cannot recall exactly)

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

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

6. Have you ever received counseling, treatment or medication for mental health, emotional, or behavioral problems? ☐**Yes** ☐**No**

7. Have you ever received counseling, treatment or medication for alcohol or other drug problems? ☐**Yes**☐**No**

8. Are you currently receiving or have received treatment in the past for the following conditions?

	Treatment				Treatment		
Condition	Current	Past	None	Condition	Current	Past	None
Heart disease (coronary disease, heart attack)	☐	☐	☐	Depression	☐	☐	☐
				Anxiety	☐	☐	☐
High blood pressure	☐	☐	☐	Schizophrenia	☐	☐	☐
Diabetes	☐	☐	☐	Bipolar disorder	☐	☐	☐
High cholesterol	☐	☐	☐	Gambling problems	☐	☐	☐
Stroke	☐	☐	☐	Alcohol problems	☐	☐	☐
Cancer	☐	☐	☐	Drug problems (other than alcohol)	☐	☐	☐
Lung disease (asthma, emphysema, COPD)	☐	☐	☐				

9. What health insurance do you currently have?
☐I have no insurance ☐SAGA ☐HUSKY/Medicaid ☐Medicare
☐Private Insurance ☐Other insurance, please specify: _____

10. How old are you? _____ years

11. Are you Hispanic or Latino? ☐Yes, Hispanic or Latino ☐No, Not Hispanic or Latino

12. What is your race?
☐White ☐Black or African American ☐Asian ☐American Indian or Alaskan Native
☐Native Hawaiian or Pacific Islander ☐Other, please specify: _____

APPENDICES
SAMPLE DATA COLLECTION FORMS **Page 3 of 12**

13. What is your highest level of education?

☐Less than 9th grade ☐Some high school ☐GED ☐High school graduate
☐Some college ☐College graduate or higher

14. What is your approximate yearly household income?

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

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

☐Bisexual ☐Gay Man ☐Gay Women/Lesbian ☐Heterosexual/Straight
☐Other, please specify: _____ ☐Refused/Prefer not to say

Comments:

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

Attendance Tracking/Program Completion Form

(To be completed during and at the end of program participation or dropout)

FOR AGENCY USE ONLY

Agency Name: _____

Site Name: _____

Client ID#: _____ **Enrollment #:** _____

Type of counseling service attended by the client:
(Choose only one option)
☐Individual ☐Group ☐Both
If "Group" or "Both", assign Group ID#: _____

Name of Counselor: _____

First Name: _____ **Last Name:** _____ **Date of Birth:** _____

Attendance Tracking: **I: Individual Session** **G: Group Session**
Please keep track of attendance by checking off each session:
(If attending individual and group session on the same day, record them as two separate sessions)

Session	Date	I	G	Session	Date	I	G	Session	Date	I	G
1	_____	☐	☐	6	_____	☐	☐	11	_____	☐	☐
2	_____	☐	☐	7	_____	☐	☐	12	_____	☐	☐
3	_____	☐	☐	8	_____	☐	☐	13	_____	☐	☐
4	_____	☐	☐	9	_____	☐	☐	14	_____	☐	☐
5	_____	☐	☐	10	_____	☐	☐	15	_____	☐	☐

Nicotine Replacement / Pharmacotherapy: **acotherapy given during the client's participation in this**

☐Yes *(go to question #2)* ☐No

2. If Yes, fill out the Dispensing Log each time client is given NRT *(add another page if necessary)***.**

Date	NRT type *(enter one NRT type per row, even if dispensed on the same day)*	Strength	#Weeks dispensed
	☐Nicotine gum ☐patch ☐spray or lozenge ☐Zyban ☐Wellbutrin ☐Chantix ☐Other NRT, specify_____		
	☐Nicotine gum ☐patch ☐spray or lozenge ☐Zyban ☐Wellbutrin ☐Chantix ☐Other NRT, specify_____		
	☐Nicotine gum ☐patch ☐spray or lozenge ☐Zyban ☐Wellbutrin ☐Chantix ☐Other NRT, specify_____		
	☐Nicotine gum ☐patch ☐spray or lozenge ☐Zyban ☐Wellbutrin ☐Chantix ☐Other NRT, specify_____		
	☐Nicotine gum ☐patch ☐spray or lozenge ☐Zyban ☐Wellbutrin ☐Chantix ☐Other NRT, specify_____		
	☐Nicotine gum ☐patch ☐spray or lozenge ☐Zyban ☐Wellbutrin ☐Chantix ☐Other NRT, specify_____		
	☐Nicotine gum ☐patch ☐spray or lozenge ☐Zyban ☐Wellbutrin ☐Chantix ☐Other NRT, specify_____		
	☐Nicotine gum ☐patch ☐spray or lozenge ☐Zyban ☐Wellbutrin ☐Chantix ☐Other NRT, specify_____		
	☐Nicotine gum ☐patch ☐spray or lozenge ☐Zyban ☐Wellbutrin ☐Chantix ☐Other NRT, specify_____		

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Date	NRT type *(enter one NRT type per row, even if dispensed on the same day)*	Strength	#Weeks dispensed
	☐Nicotine gum ☐patch ☐spray or lozenge ☐Zyban ☐Wellbutrin ☐Chantix ☐Other NRT, specify_____		
	☐Nicotine gum ☐patch ☐spray or lozenge ☐Zyban ☐Wellbutrin ☐Chantix ☐Other NRT, specify_____		
	☐Nicotine gum ☐patch ☐spray or lozenge ☐Zyban ☐Wellbutrin ☐Chantix ☐Other NRT, specify_____		
	☐Nicotine gum ☐patch ☐spray or lozenge ☐Zyban ☐Wellbutrin ☐Chantix ☐Other NRT, specify_____		
	☐Nicotine gum ☐patch ☐spray or lozenge ☐Zyban ☐Wellbutrin ☐Chantix ☐Other NRT, specify_____		

Completion/Drop Out: If possible, all information should be filled out for everyone, including those who dropped out.

Date of program completion or last session attended (mm/dd/yyyy): _____

Date the Completion or Dropout form was filled out. (mm/dd/yyyy): _____

1. Did you complete this program? ☐Yes *(go to question #2)* ☐No

If no, why not? *(check all that apply)*
☐Time of sessions was inconvenient
☐Location of sessions was inconvenient
☐Lack of transportation
☐Patient was dissatisfied with program
☐Program was not provided in patient's primary language making it difficult to fully participate
☐Patient was ill/on bed rest and unable to complete program
☐Unknown
☐Other reason, please specify: _____

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

3. Do you smoke cigarettes now or have you smoked in the past 30 days ? ☐Yes ☐No *(go to question #4)*

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

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

4. Now or in the past 30 days have you used 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 did/do you use products other than cigarettes? _____ times per day

5. When was the last <u>date</u> you smoked or used tobacco? (mm/dd/yyyy): _____
(enter "15" for DAY if client cannot recall exactly)

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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

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

9. What Relapse Prevention Services were you referred to? *(check all that apply)*
☐QuitLine ☐Support Group ☐Individual Counseling ☐Community Program
☐Other, please specify: _____

To track attendance of Relapse Prevention Services, please use the following:

I: Individual Relapse Prevention Session G: Group Relapse Prevention Session

(If attending individual and group session on the same day, record them as two separate sessions)

Session	Date	I	G	Session	Date	I	G	Session	Date	I	G
1	_____	☐	☐	6	_____	☐	☐	11	_____	☐	☐
2	_____	☐	☐	7	_____	☐	☐	12	_____	☐	☐
3	_____	☐	☐	8	_____	☐	☐	13	_____	☐	☐
4	_____	☐	☐	9	_____	☐	☐	14	_____	☐	☐
5	_____	☐	☐	10	_____	☐	☐	15	_____	☐	☐

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

Follow-up Form

(Please complete at 4 and 7 months after cessation program enrollment)

FOR AGENCY USE ONLY	
Agency Name: _____	**Client ID#:** _____
Site Name: _____	**Enrollment #:** _____

Date of follow-up contact (mm/dd/yyyy): _____ **Month of follow-up:** ☐4☐7

First Name: _____ **Last Name:** _____ **Date of Birth:** _____

Check ONE box to indicate the status at 4 or 7 months from enrollment.

☐ **unable to contact (6 + attempts)** ☐ **Contact made, go to item #1**
☐ **Contact made, client refused follow-up**

1. Do you smoke cigarettes now or have you smoked in the past 30 days ? ☐Yes ☐No *(go to question #2)*

If yes, on average, how many days per week do you or did you smoke cigarettes? _____ days per week
If yes, on average, on the days that you smoked, how many cigarettes do/did you smoke? _____ cigarettes per day

2. Now or in the past 30 days, have you used any other tobacco products? ☐Yes ☐No *(go to question #3)*

If yes, what types? *(check all that apply)*
☐Cigars ☐Pipe ☐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 <u>date</u> you smoked or used tobacco? (mm/dd/yyyy): _____
(enter "15" for DAY if client cannot recall exactly)

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

7. Have you attended any individual and/or group relapse prevention sessions? ☐Yes ☐No
If yes, how many sessions? _____ individual sessions _____ group sessions

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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

Repeat this form when the client

- **What was the birth weight of your baby?** _____ lb _____ oz
- **How many weeks were you pregnant with your baby (gestational age)?** _____ weeks
- **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: _____

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SAMPLE DATA COLLECTION FORMS **Page 9 of 12**

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

Patient Satisfaction Form

(To be completed at the end of program participation or dropout)

FOR AGENCY USE ONLY	
Agency Name: _____	**Client ID#:** _____
Site Name: _____	**Enrollment #:** _____

First Name: _____ **Last Name:** _____ **Date of Birth:** _____

Date (mm/dd/yyyy): _____

1. How would you rate your overall satisfaction with the Tobacco Program and/or Service? Would you say you were…
☐Very satisfied ☐Mostly satisfied ☐Somewhat dissatisfied ☐Not at all satisfied

Please answer the following statements as strongly agree, agree, disagree, or strongly disagree:

2. The tobacco cessation sessions met at a convenient time.
☐Strongly Agree ☐Agree ☐Disagree ☐Strongly Disagree

3. The tobacco cessation sessions were in a convenient location.
☐Strongly Agree ☐Agree ☐Disagree ☐Strongly Disagree

4. The information I was given at the sessions was clear and easy to understand.
☐Strongly Agree ☐Agree ☐Disagree ☐Strongly Disagree

5. My tobacco counselor treated me with respect.
☐Strongly Agree ☐Agree ☐Disagree ☐Strongly Disagree

6. I received the kind of service I wanted to help me quit.
☐Strongly Agree ☐Agree ☐Disagree ☐Strongly Disagree

7. The Tobacco Program met most of my needs to quit.
☐Strongly Agree ☐Agree ☐Disagree ☐Strongly Disagree

8. If a friend were in need of similar help to quit, I would recommend the Tobacco Program to him/her.
☐Strongly Agree ☐Agree ☐Disagree ☐Strongly Disagree

9. If I were to seek help again, I would come back to the Tobacco Program.
☐Strongly Agree ☐Agree ☐Disagree ☐Strongly Disagree

10. What suggestions do you have that would make the Tobacco Program better for you?
_____
_____

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SAMPLE DATA COLLECTION FORMS **Page 10 of 12**

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

Marketing Activity Tracking Form

(To be completed at the end of each marketing activity)

FOR AGENCY USE ONLY	
Agency Name: _____	**Site Name:** _____

Date of marketing activity (mm/dd/yyyy): _____

Location where activity occurred: _____

Select the type of marketing activity: ***(check all that apply)***

☐Presentation, specify number of people who attended the presentation: _____

☐Brochures, specify number distributed: _____

☐Posters, specify number distributed: _____

☐Flyers, specify number distributed: _____

☐Magnets, specify number distributed: _____

☐Water bottle, specify number distributed: _____

☐Pens/Pencils, specify number distributed: _____

☐Other material goods/incentives

please specify material:_____ and number distributed _____

please specify material:_____ and number distributed _____

please specify material:_____ and number distributed _____

☐Newspaper article/advertisement/letter to editor*

☐PSA*

☐Press release*

☐Agency newsletter*

☐Legislative communications/visits

☐Other activity, please specify type: _____

REMINDER: All promotional marketing materials need to be approved by CT DPH prior to purchase/distribution.

****Please send all copies of final product to CT DPH.***

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SAMPLE DATA COLLECTION FORMS **Page 11 of 12**

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

DHHS Training Post-Test Form

(To be completed at the end of DHHS Guideline and ACOG addendum training)

FOR AGENCY USE ONLY	
Agency Name: _____	**Staff ID:** _____
Site Name: _____	

Date of training attended (mm/dd/yyyy): _____

What is your profession/role?
☐Physician ☐Physician Assistant ☐APRN ☐RN ☐LPN ☐Midwife
☐Nutritionist ☐Social Worker ☐Counselor ☐Other, specify _____

1. Smokers who receive clinician assistance to quit are 1.7 to 2.2 times more likely to quit successfully for five or more months than smokers who receive no assistance.
☐True ☐False

2. A brief tobacco counseling session involves ASK, ADVISE, and REFER.
☐True ☐False

3. Brief counseling interventions have been shown to be ineffective in the literature in achieving cessation.
☐True ☐False

4. Telephone quitline counseling is ineffective for reaching cessation for most populations.
☐True ☐False

5. The 1.800.QUIT.NOW toll free number provides free tobacco counseling to all Americans regardless of income level, language preference, or other characteristic.
☐True ☐False

6. Tobacco smoke has the potential to interact with many medications.
☐True ☐False

7. According to the ACOG, tobacco use is the most modifiable risk factor for poor birth outcomes.
☐True ☐False

8. Tobacco use should be assessed during every patient visit.
☐True ☐False

9. The 5 R's (Relevance, Risks, Rewards, Roadblocks, and Repetition) are designed to motivate unwilling smokers to quit.
☐True ☐False

10. Research shows that adding pharmacotherapy to a behavioral intervention substantially increases a patient's likelihood of quitting.
☐True ☐False

11. When possible, pharmacotherapy should not be used with pregnant/breastfeeding women.
☐True ☐False

12. Pharmacotherapies can be prescribed to smoking patients regardless of how much they currently smoke.
☐True ☐False

APPENDICES
SAMPLE DATA COLLECTION FORMS **Page 12 of 12**

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

Provider Input Form

(To be completed at staff meetings or when deemed appropriate)

FOR AGENCY USE ONLY	
Agency Name: _____	**Site Name:** _____

Date (mm/dd/yyyy): _____

What is your profession/role?
☐Physician ☐Physician Assistant ☐APRN ☐RN ☐LPN ☐Midwife
☐Nutritionist ☐Social Worker ☐Counselor ☐Other, specify _____

Training

1. I received materials or an orientation about the Tobacco Cessation Program at our facility.
☐Yes ☐No

2. The DHHS Guideline and ACOG addendum training I received was comprehensive.
☐Strongly Agree ☐Agree ☐Disagree ☐Strongly Disagree

3. I feel this training I received prepared me to comfortably talk to a patient about his/her tobacco use.
☐Strongly Agree ☐Agree ☐Disagree ☐Strongly Disagree

Tobacco Program and/or Services

4. How would you rate your overall satisfaction with the Tobacco Program and/or Service? Would you say you were…
☐Very satisfied ☐Mostly satisfied ☐Somewhat dissatisfied ☐Not at all satisfied

5. The process for referring a patient to the Tobacco Program is easy to follow.
☐Strongly Agree ☐Agree ☐Disagree ☐Strongly Disagree

6. I know whom to contact if a patient is interested in participating in the Tobacco Program at our facility.
☐Yes ☐No

7. There are Tobacco Program referral materials located in our examination rooms.
☐Yes ☐No

8. CT QuitLine contact and referral information is located in our examination rooms for patients who may not be ready to quit or not eligible for the Tobacco Program Services.
☐Yes ☐No

9. I have seen promotional materials such as brochures or posters marketing the Tobacco Program to our patients at our facility.
☐Yes ☐No

10. What suggestions do you have that would make the Tobacco Program better for you to serve your patients?
_____
_____

___ **Original Contract #** _____
___ **Amendment #** _____
Max. Contract $ _____
Contract Contact Person _____
Contact Telephone _____

STATE OF CONNECTICUT
PURCHASE OF SERVICE CONTRACT
("POS", "Contract" and/or "contract")
Revised December 2009

The State of Connecticut _____

Street: _____

City: _____ **State:** CT **Zip:** _____

Tel#: _____ **("Agency" and/or "Department"), hereby enters into a Contract with:**

Contractor's Name: _____

Street: _____

City: _____ **State:** _____ **Zip:** _____

Tel#: _____ **FEIN/SS#:** _____

("Contractor"), for the provision of services outlined in Part I and for the compliance with Part II. The Agency and the Contractor shall collectively be referred to as "Parties". The Contractor shall comply with the terms and conditions set forth in this Contract as follows:

Contract Term	This Contract is in effect from / / through / / .
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor ☐ IS or ☐ IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
Effective Date	This Contract shall become effective only as of the date of signature by the Agency's authorized official(s) and, where applicable, the date of approval by the Office of the Attorney General ("OAG"). Upon such execution, this Contract shall be deemed effective for the entire term specified above.
Contract Amendment	Part I of this Contract may be amended only be means of a written instrument signed by the Agency, the Contractor, and, if required, the OAG. Part II of this Contract may be amended only in consultation with, and with the approval of, the OAG and the State of Connecticut, Office of Policy and Management ("OPM").

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively called "Notices") shall be deemed to have been effected at such time as the Notice is hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the Agency:	State of Connecticut,	If to the Contractor:	

	Attention:		Attention:

A party may modify the addressee or address for Notices by providing fourteen (14) days' prior written Notice to the other party. No formal amendment is required.

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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 and shall comply with the terms and conditions set forth in this Contract 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 in this Part I shall be interpreted to negate, supersede or contradict any section of Part II. In the event of any such inconsistency between Part I and Part II, the sections 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 monthly financial expenditure reports detailing all program costs and program data and project invoices as applicable in the format(s) provided by the Department. A written narrative that demonstrates program progress shall be submitted quarterly in the format(s) provided by the Department:

MONTHLY REPORTING SCHEDUALE	
Due by the 15th of each month following the month of service	
Data Reports	
1) Number of People screened, **2)** Number of People enrolled for program services; **3)** Number of Participant sessions completed-Individual; **4)** Number of group sessions held; **5)** Number of Participants attending each group session; **6)** Number of referrals faxed to the Quitline	
Expenditure Reports	
Including invoices and receipts for all purchases or services made against grant	
QUARTERLY REPORTING SCHEDUALE	
Narrative Reports	
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 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), each subcontractor(s) award amounts and their 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.

b) The Contractor agrees that any expenditure that exceeds 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
35386	Tobacco and Health Trust Funds	2010	

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

(A) At the beginning of the term of this Contract, the initial payment, as authorized by the Payment Schedule, 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.

(B) Second and subsequent payments shall be processed by the Department within two (2) weeks after the Department approves periodic program, statistical, and invoice reports as submitted by the Contractor pursuant to the Report Schedule above.

(C) Payment shall be made in the arrears according to services rendered in the prior month, upon the receipt and approval by the Department of satisfactorily completed deliverables and services and a monthly invoice statement. Monthly Invoice Statements provided by the Contractor shall include detailed services provided and their unit and total price.

(i) Services provided under this Agreement shall be billed by the Contractor to the Department based on the following unit pricing:

1. There shall be no charge made to the Department for appointments that are canceled, missed or "no-shows" (when client does not show for their appointment).
2. Initial Intensive Counseling session (with clean, complete data) $
3. Individual cessation counseling session
4. Individual relapse prevention counseling session $
5. Group cessation counseling session (with clean, complete data) $
6. Group relapse prevention counseling session
7. Medications- 12-week supply limit per client:
   a. Nicotine Replacement Therapy $
      i. Patches per week supply $
      ii. Gum per week supply $
      iii. Lozenge per week supply $
      iv. Nasal Spray per week supply $

v. Inhaler per week supply $

b. Pharmacotherapy:

i. Varenicline (Chantix) per week supply $

ii. Bupropion (Budeprion, Wellbutrin, Zyban) per week supply $

8. Successful (contact made) completed follow-up calls (4- and 7-months post-enrollment) $
9. Printed Educational Materials $
10. Incentives
11. etc

(ii) Payment shall be made when data submitted by the Contractor is free of errors and all appropriate data fields are complete. Data must reflect actual services being billed to the Department.

(D) 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.

(E) 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.

(F) 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.

(G) 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.

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.

(H) Surplus or Excess Payments; Refund

The Contractor shall, at the end of the term of the Contract, remit in full to the Department any:

(i) funds paid in excess of allowable budgeted costs and/or

(ii) unexpended funds.

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.

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.

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

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

8) Respect and Dignity

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

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.

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Subsection A.2

1) Description of Services:

a) Definitions and Guidance:

i) Definitions:

1) Nicotine Replacement Therapy (NRT): Refers to nicotine replacement products that 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.

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:

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, 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.

c) Service Detail:

The Contractor shall target marketing, outreach and promotional activities to (*** eg: target population…..Medicaid participants and uninsured individuals). Cessation services shall be targeted and provided to (eg: youth and young adults, participants in HUSKY, Medicaid and the SAGA plans, and 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 Nicotine Replacement Therapy (NRT) and pharmacotherapies to Program participants as appropriate for up to 12 weeks during the contract period. Therefore, the Contractor shall establish a system for purchasing, inventorying and tracking all pharmacotherapies.

The Contractor shall refer Program participants to the Connecticut 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 four months and seven months post-enrollment.

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.

2) 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.

3) 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 Assign a Cessation Program Coordinator to provide oversight to the Program.	A. Submit Cessation Program Coordinator position description, advertisement, and job posting locations to the Department. B. Submit resume of Cessation Program Coordinator to the Department.	
2) Advertise and market tobacco use cessation Program to agencies and organizations that serve tobacco users in XXX area. These agencies and organizations shall include but not be	A. All program marketing and promotional materials developed or purchased will be submitted to the Department for approval prior to	

Activities	Deliverables	Due Dates
limited to XXX. 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. 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 c. The Contractor shall develop press releases and submit to all newspapers local to Contractor's service area. d. The Contractor shall provide education to area legislative offices to promote referrals and knowledge of available services.	distribution. 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. C. Submit to the Department copies of any newspaper articles published or press releases distributed. D. Submit to the Department copies of letters sent to area legislators or dates of visits to view program services.	
3) Collect data on all program participants and enter data into an ACCESS database supplied by the Department.	A. Submit collected clean and complete data that has been de-identified to the Department.	Monthly
4) Enroll clients into tobacco use cessation counseling program. 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. 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. c. The Contractor shall collect, at a minimum, the following data at the time of registration: age, race and ethnicity, income, insurance status, pregnancy status, tobacco use history, types of tobacco used, length of use, amount of use, quit attempts, and past quit attempt methods used. Follow-up data collection shall also include maternal and neonatal outcome if	A. Submit collected clean and complete data to the Department.	Monthly

Activities	Deliverables	Due Dates
applicable. d. The Contractor shall record all data into the database supplied by the Department and maintained by the Contractor.		
5) Provide one-on-one tobacco use cessation counseling for Program participants who choose this method of counseling at no cost to the participant. 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. b. The Contractor shall train all Program staff who will be conducting the counseling sessions in the curriculum. c. The Contractor shall provide a minimum of five (5) one-on-one tobacco use cessation counseling sessions to each Program participant who chooses one-on-one counseling sessions. d. The Contractor shall allocate a minimum of 20 minutes for each one-on-one counseling session. 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. f. The Contractor will provide the one-on-one counseling program to at least XXX clients.	A. Submit curriculum for one-on-one counseling sessions to the Department for approval prior to implementation. B. Submit list of staff members trained to provide the curriculum to the Department. C. Submit number of clients who received one-on-one counseling sessions to the Department. D. Submit number of sessions each participant completed. E. Submit clean and complete collected data to the Department.	Monthly Monthly
6) Provide group tobacco use cessation counseling programs for Program participants who choose this method of counseling at no cost to the participant. a. The Contractor shall purchase or develop and then implement a	A. Submit curriculum for group tobacco use cessation counseling sessions to the Department for approval prior to implementation. B. Submit list of staff members trained to provide the curriculum to the	

Activities	Deliverables	Due Dates
curriculum for the group-counseling programs. 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. b. The Contractor shall train all program staff who will be conducting the counseling sessions in the curriculum. 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. 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. e. This data shall be recorded into the database supplied by the Department and maintained by the contractor. f. The Contractor shall conduct at least XXX group- counseling programs during the grant period.	Department. C. Submit dates of group counseling sessions and the number of clients who received group counseling to the Department. D. Submit number of sessions each participant completed. E. Submit collected clean and complete data to the Department.	 Monthly Monthly Monthly
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. a. The Contractor shall purchase and provide tobacco cessation pharmacotherapies for eligible participants of the Program using funds from this grant. b. Contractors in clinical settings shall provide ongoing monitoring of health care provider prescriptions, refills, and termination of tobacco cessation pharmacotherapy practices for Program participants. c. The Contractor shall maintain ongoing inventory and distribution	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. B. Submit amount and types of tobacco cessation pharmacotherapy provided to each participant to the Department C. Submit inventory and invoice records to the Department.	 Monthly Monthly

Activities	Deliverables	Due Dates
records to account for all medications purchased. d. Program participant may receive a maximum of 12 weeks of cessation pharmacotherapies during the contract period.		
8) Provide tobacco use cessation treatment follow up and relapse care to participants in the Program. a. The Contractor shall develop and implement a relapse prevention curriculum to include problem-solving skills and the importance of support systems, positive behavioral changes, stress management, and coping skills. 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. c. The follow-up cessation support and relapse prevention care shall be provided in the form of individual or group counseling support.	A. Submit curriculum for follow-up and relapse care to the Department for approval prior to implementation. B. Submit list of staff members trained to provide the curriculum to the Department. C. Submit number of participants successfully contacted and the number of participants who were unavailable for follow–up to the Department. D. Submit collected clean and complete data to the Department.	 Monthly Monthly
9) Build collaborations with community agencies within the Contractor's service areas. 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. 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.	A. Submit list, to the Department, of collaborations formed with community agencies including the nature of the collaboration.	
10) Refer all clients to the Connecticut Quitline for additional supportive cessation services. a. The Contractor shall advise clients who use tobacco about the services of the Quitline and refer interested patients to the Quitline by using the	A. Submit number of fax referrals made to the Connecticut Quitline to the Department	Monthly

Activities	Deliverables	Due Dates
fax referral form supplied by the Department. b. The Contractor shall make Quitline brochures available to Program Participants at each site of the contractor's agency. These brochures will be supplied by the Department.		
11) Conduct a minimum of three (3) and six (6) month follow-up with all Program participants [These periods are further identified as four months post-enrollment, and seven months post-enrollment] a. Using the ACCESS database supplied by the Department, the Contractor shall collect follow-up data from each Program participant that includes the following: i) Demographic information, ii) Tobacco use history and current use, iii) Quit rates, iv) "Quit" attempts; v) Pregnancy status; vi) And if applicable and 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.	A. Submit the number of participants successfully contacted and the number of participants who were unavailable for follow-up to the Department. B. Submit collected clean and complete data to the Department.	Monthly Monthly
12) Conduct a client satisfaction survey. a. The Contractor shall deliver a survey tool to each program participant, in order to measure Program participant satisfaction. b. The Contractor shall administer the Department survey to all program participants. c. The contractor shall provide all clients with the survey and a pre-addressed stamped envelope, in order to facilitate all client satisfaction surveys to be returned directly to the Department.	A. Develop survey/evaluation protocol and submit to the Department prior to implementation. B. Submit number of survey forms distributed to the Department.	Quarterly
13) Cooperate/Collaborate with the Department vendor conducting the evaluation of the Program.	A. Submit a summary of the changes made to any data elements or data collection methods.	

Activities	Deliverables	Due Dates
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.	B. Submit collected complete and clean data to the Department.	Monthly

SECTION B Budget

{To be Added}

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

A. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

1. **"Bid"** shall mean a bid submitted in response to a solicitation.

2. **"Breach"** shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.

3. **"Cancellation"** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.

4. **"Claims"** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

5. **"Client"** shall mean a recipient of the Contractor's services.

6. **"Contract"** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.

7. **"Contractor Parties"** shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this contract, 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.

8. **"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, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, 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.

9. **"Day"** shall mean all calendar days, other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.

10. **"Expiration"** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.

11. **"Force Majeure"** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

12. **"Records"** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

13. **"Services"** shall mean the performance of Services as stated in Part I of this Contract.

14. **"State"** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.

15. **"Termination"** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Client-Related Safeguards.

1. **Inspection of Work Performed.** The Agency 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 to Agency 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 Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.

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 C.G.S.§§ 17a-101 through 103, 19a-216, 46b-120 (related to children); C.G.S.§ 46a-11b (relative to persons with mental retardation); and C.G.S.§ 17b-407 (relative to elderly persons).

4. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. Contractor Obligations.

1. **Cost Standards.** Effective January 1, 2007, the Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM on the Web at http://ct.gov/opm/fin/cost_standards. 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.** Unless expressly waived in writing by the Agency, all Records and publications intended 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 Agency 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 and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the [insert Agency name] or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency 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 Agency of such Data.

3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of the Contract and the 180 days following its date of Termination and/or Cancellation, the Contractor shall submit to the Agency copies of the following within thirty (30) days after having filed them:

(a) its most recent IRS Form 990 submitted to the federal Internal Revenue Service, and

(b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

4. **Federal Funds.**

(a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.

(b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.

(1) Contractor acknowledges that is has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in termination of this Contract.

(c) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.

(d) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.

(e) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform services in connection with such program. The Agency may terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

5. Audit Requirements.

(a) The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made. The Contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The Contractor shall comply with federal and state single audit standards as applicable.

(b) The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(c) For purposes of this subsection as it relates to State grants, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230.

6. Related Party Transactions. The Contractor shall report all related party transactions, as defined in this section, to the Agency 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 or Contractor Party 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 or Contractor Party.

7. Suspension or Debarment. In addition to the representations and requirements set forth in Section D.4:

(a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);

(2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them 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; for 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) are 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) have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.

(b) Any change in the above status shall be immediately reported to the Agency.

8. Liaison. Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.

9. Subcontracts. Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.

10. Independent Capacity of Contractor. The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.

11. 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 indemnification and hold-harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.

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

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

(d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any sections 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.

12. **Insurance.** Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:

(a) Commercial General Liability. $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;

(b) Automobile Liability. $1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.

(c) Professional Liability. $1,000,000 limit of liability, if applicable; and/or

(d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of $100,000 each accident, $500,000 Disease – Policy limit, $100,000 each employee.

13. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.

(a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

(b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head 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 Agency Head pursuant to this section, 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 Agency 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 Title 4, 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.

14. Compliance with Law and Policy, Facility Standards and Licensing. Contractor shall comply with all:

(a) pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and

(b) 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.

15. Representations and Warranties. Contractor shall:

(a) perform fully under the Contract;

(b) pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and

(c) adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

16. Reports. The Contractor shall provide the Agency 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 shall provide the Agency with such reports as the Agency requests as required by this Contract.

17. Delinquent Reports. The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.

18. 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.

19. Encryption of Data.

(a) The Contractor, at its own expense, shall encrypt any and all electronically stored data now or hereafter in its possession or control located on non-state owned or managed devices that the State, in accordance with its existing state policies classifies as confidential or restricted. The method of encryption shall be compliant with the State of Connecticut Enterprise Wide Technical Architecture ("EWTA") or such other method as deemed acceptable by the Agency. This shall be a continuing obligation for compliance with the EWTA standard as it may change from time to time. The EWTA domain architecture documents can be found at http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253968.

(b) In the event of a breach of security or loss of State data, the Contractor shall notify the Agency and the OAG as soon as practical but not later than twenty-four (24) hours after the discovery or suspicion of such breach or loss that such data has been comprised through breach or loss. The requirements of this section are in addition to those that may apply under Part II, Section E.

20. Workforce Analysis. The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.

21. Litigation.

(a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

(b) The Contractor shall provide written Notice to the Agency 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 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

22. Sovereign Immunity. The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

Section D. <u>Changes To The Contract, Termination, Cancellation and Expiration</u>.

1. Contract Amendment.

(a) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.

(b) The Agency may amend this Contract to reduce the contracted amount of compensation if:

(1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or

(2) federal funding reduction results in reallocation of funds within the Agency.

(c) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) Days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) Days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

(a) The Contractor shall notify the Agency in writing:

(1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;

(2) no later than ten (10) days from the effective date of any change in:

(A) its certificate of incorporation or other organizational document;

(B) more than a controlling interest in the ownership of the Contractor; or

(C) the individual(s) in charge of the performance.

(b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

(c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.

(1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.

(2) The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.

(3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

(a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) Days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract Termination date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may terminate the

Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.

(b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:

(1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;

(2) temporarily discontinue all or part of the Services to be provided under the Contract;

(3) permanently discontinue part of the Services to be provided under the Contract;

(4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;

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

(6) 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; or

(7) any combination of the above actions.

(c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.

(d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency 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.

(e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.

4. Non-enforcement Not to Constitute Waiver. No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

5. Suspension. If the Agency determines in its sole discretion that the health and welfare of the clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) Days of immediate suspension. Within five (5) Days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) Days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) Days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.

6. Ending the Contractual Relationship.

(a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party. Either party may terminate this contract by

providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.

(b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.

(c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall immediately discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.12, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.

(d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.

(e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency 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 Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

(a) If this Contract is terminated for any reason or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.

(b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

E. <u>Statutory and Regulatory Compliance</u>.

1. Health Insurance Portability and Accountability Act of 1996.

(a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

(b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

(c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and

(d) The Contractor, on behalf of the Agency, 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 Agency, as that term is defined in 45 C.F.R. § 160.103; and

(f) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423)[2], and 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) "Breach" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).

(2) "Business Associate" shall mean the Contractor.

(3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.

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

(5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5).

(6) "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).

(7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

[2] The effective date of the HITECH Act is February 17, 2010.

(8) "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.

(9) "Required by Law"' shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

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

(12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

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

(14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.

(15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(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 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection (h)(10) 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 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.

(13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.

(14) In the event that an individual requests that the Business Associate

(A) restrict disclosures of PHI;

(B) provide an accounting of disclosures of the individual's PHI; or

(C) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.

(15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without

(A) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and

(B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach.

(A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and this Section of the Contract.

(B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed

in writing by a law enforcement official pursuant to section 13402(g) of HITECH (42 U.S.C. 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

(C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.

2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).

3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.

4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.

5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

(D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

(E) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(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 the information collected in accordance with provision (h)(10) of this Section of the Contract is provided to the Covered Entity and 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) of this Section of the Contract, 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. Business Associate shall also provide the information collected in accordance with section (h)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section 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 Sections.

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

(2) Amendment. The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

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

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

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

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, 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 contrary to the sections of this Contract or applicable law. 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 any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant

to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, 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, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (http://www.ada.gov/) as amended from time to time ("Act") to the extent applicable, during the term of the Contract. The Agency may cancel this Contract if the Contractor fails to comply with the Act. 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 shall 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 shall comply with section 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g 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 give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

5. **Non-discrimination.**

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

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability 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, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

(3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;

(5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(b) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:

(1) Who are active in the daily affairs of the enterprise,

(2) who have the power to direct the management and policies of the enterprise and

(3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and

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

(d) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

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

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

(1) the Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

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

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

(4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.

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

(i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is

(1) a political subdivision of the state, including, but not limited to, a municipality,

(2) a quasi-public agency, as defined in C.G.S.§ 1-120,

(3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S.§ 1-267,

(4) the federal government,

(5) a foreign government, or

(6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

6. Freedom of Information.

(a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).

(b) Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars ($2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. §§ 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

7. **Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). 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 subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars ($5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. 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 relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. **Campaign Contribution Restrictions**. For all State contracts as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's ("SEEC") 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 reproduced below:

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."

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.

"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.

9. **Non-smoking.** If the Contractor is an employer subject to C.G.S. § 31-40q, the Contractor shall provide the Agency with a copy of its written rules concerning smoking. Evidence of compliance with C.G.S. § 31-40q must be received prior to Contract approval by the Agency.

10. **Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. This Contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. All of these Executive orders are incorporated into and made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Agency shall provide a copy of these Orders to the Contractor.

[ ] Original Contract
[ ] Amendment #____
(*For Internal Use Only*)

SIGNATURES AND APPROVAL

The Contractor ☐ IS or ☐ IS NOT a Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended.

Contractor

_____
Contractor (Corporate/Legal Name of Contractor)

_____
Signature (Authorized Official) Date

_____
(Typed/Printed Name and Title of Authorized Official)

Agency

_____
Agency Name

_____
Signature (Authorized Official) Date

_____
(Typed/Printed Name and Title of Authorized Official)

Office of the Attorney General

____ Part I of this Contract having been reviewed and approved by the OAG, it is exempt from review pursuant a Memorandum of Agreement between the Agency and the OAG dated .

_____
Signature Date

_____ Assistant / Associate Attorney General

VI. FORMS – ATTACHMENTS

To be used in submission of application.

- Proposal Cover Pages
- Budget Justification and Schedule
  - Including budget summary and subcontractor detail
- Work Plan
- Affirmative Action Contract Compliance Policy Statement Notification To Bidders
- Workforce Analysis Form
- Tobacco Industry Funding and Partnership Certification (DPH)
- State of Connecticut, Office of Policy and Management, Ethics Form 5

FORMS – ATTACHMENTS – APPLICATION FORMS **Page 1 of 11**

REQUEST FOR PROPOSAL COVER SHEET
TOBACCO USE PREVENTION AND CONTROL PROGRAM

RFP # 2011-0917

TOBACCO USE CESSATION TREATMENT SERVICES FOR CONNECTICUT RESIDENTS

A. Applicant Information

_____
Legal Name

_____
Address

_____
City/Town State Zip Code

_____
Telephone No. FAX No. E-Mail Address

Contact Person: _____ Title: _____

Telephone No: _____

TOTAL PROGRAM COST: $_____

Number of Patients Counseled: Individual Sessions; Initial Intensive Session		Number of Patients Counseled, other Individual Sessions:
Average Cost per Initial Intensive Counseling Session		Average Cost per other Individual Session
Number of Group Sessions:		Average Cost per Group Session:

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.

FORMS – ATTACHMENTS – APPLICATION FORMS **Page 2 of 11**

B. CONTRACTOR INFORMATION

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

Contract and Legal Documents/Forms:

Name	Title	Tel. No.	Fax No.
Street	Town	Zip Code	E-Mail

Program Progress Reports:

Name	Title	Tel. No.	Fax No.
Street	Town	Zip Code	E-Mail

Financial Expenditure Reporting Forms:

Name	Title	Tel. No.	Fax No.
Street	Town	Zip Code	E-Mail

Incorporated: ☐ Yes ☐ No

Type of Agency: ☐ Public ☐ Private ☐ Other _____ Explain

☐ Profit ☐ Non Profit

Agency Fiscal Year

Federal Employer I.D. Number: _____

Town Code No.

Medicaid Provider Status: ☐ Yes ☐ No

Medicaid Number

Minority Business Enterprise (MBE): ☐ Yes ☐ No

Women Business Enterprise (WBE): ☐ Yes ☐ No

Budget Justification Schedule A

I. Please provide a brief explanation for each line item. 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 including Breakdown of Costs
Travel	$730	2,000 miles @ .365 = $730.00 outreach workers going to meetings and site visits.

Subcontractor Schedule B--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 1000 miles @ .26 cents/mile	260
Supplies	500
Total	$20,760

Example B. Fee for Service:

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

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.*

Budget Justification Schedule A

Contract Period: to
Program:

Line Item (Description)	Amount	Justification including Breakdown of Costs

Subcontractor Schedule B-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:	

(Attach resumes for all Professional Staff)

Work Plan Format

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

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

PHONE: (860) 509-7101 FAX: (860) 509-7111
410 CAPITOL AVENUE - MS#13COM, P.O. BOX 340308, HARTFORD, CONNECTICUT 06134-0308
Affirmative Action/Equal Employment Opportunity Employer

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: Total Number of CT employees:
Address: 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

OPM ETHICS FORM 5

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

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

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

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

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

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

_____
Consultant's Name and Title Name of Firm (if applicable)

_____ _____ _____
Start Date End Date Cost

Description of Services Provided:
_____
_____

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

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

_____ _____ _____
Printed Name of Bidder or Vendor **Signature of Chief Official or Individual** **Date**

_____ _____
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 20___.

_____
Commissioner of the Superior Court
or Notary Public