

PROCUREMENT NOTICE

Department of Public Health, Public Health Initiatives Branch
Health Education, Management, and Surveillance Section (HEMS)
WIC Program
RFP # 2010_7488

The State of Connecticut, Department of Public Health, Health Education, Management, and Surveillance Section (HEMS), is pleased to announce the availability of funds for an agency to provide services to participants of the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program) as a WIC Local Agency. The service area for this Request for Proposals (RFP) includes the City of Bridgeport and the towns of Easton, Fairfield, Monroe, Stratford and Trumbull.

The intent of the request is to identify agencies that can provide quality WIC services within budgetary constraints and in compliance with federal and state regulations and the Connecticut Department of Public Health WIC Program policies.

The Request For Proposals is available in electronic format on the State Contracting Portal at

http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp

or from the Department's Official Contact:

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I. GENERAL INFORMATION

A. INTRODUCTION

1. RFP Name or Number. RFP # 2010_7488

2. **Summary.** The State of Connecticut Department of Public Health is seeking proposals to provide direct services to participants of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program) in the Greater Bridgeport service area. The intent of the request is to identify an agency that can provide these necessary services for the Connecticut Department of Public Health, WIC Program. This contract will begin on August 1, 2010 and end on September 30, 2013, subject to mutually agreed upon contract extensions. The federal fiscal year begins each October 1, however, two additional months beginning August 1, 2010 through September 30, 2010 will be added to the contract to prepare for the efficient delivery of required services to WIC clients by October 1, 2010. **Funding is available to secure adequate space and for renovation of space to deliver program benefits.** The WIC Program is a discretionary program of the United States Department of Agriculture. Funding will be approved from year to year, subject to the availability of funds and satisfactory performance.

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

3. **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

Abbreviations & Acronyms

CFR	Current Federal Regulations
CPA	Competent Professional Authority
CT	Connecticut
DPH	Department of Public Health
FOIA	Freedom of Information Act
LAN	Local Area Network
LOI	Letter of Intent
OSHA	Occupational Safety and Health Administration
POS	Purchase of Service Agreement
RFP	Request for Proposal
SWIS	Statewide WIC Information System
USDA	United States Department of Agriculture
WIC	Special Supplemental Nutrition Program for Women, Infants, and Children

Definitions

- *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
- *participant*: Individual who has met certification/eligibility requirements and is receiving WIC benefits

C. INSTRUCTIONS

1. Official Contact

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Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact. Alternate Contact for this RFP is: Carol Castro: phone, fax and address are the same as above. E-Mail: carol.castro@ct.gov

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.das.state.ct.us/Purchase/Portal/Portal_Home.asp

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:

- Number of Awards: one (1)
- Contract Term: 38 months-August 1, 2010-September 30, 2013

4. Agreement with Contract. By submitting a proposal in response to this RFP, the applicant implicitly agrees to provisions in the contract which is not subject to negotiation.

5. Eligibility. Private provider organizations (defined as non state entities that are either nonprofit or proprietary corporations or partnerships), CT 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.

6. Minimum Qualifications of Proposers.

Applications will be accepted from hospitals, health centers, city, district, and town health departments, community action agencies, and other human services organizations. The Department of Public Health (DPH) is seeking an organization that can demonstrate the ability to ensure optimal WIC services and cost-effective service 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;
- Cost of operations within the limit of available funds;
- Financial integrity/solvency;
- Efficient use of program staff, and space for the provision of program benefits;
- Ability to serve the projected caseload;
- History of compliance with the State WIC Office and/or other DPH programs

See Attachment A to complete Proposed Site Description Chart.

7. 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.

- Informational session 4-29-10 at the Department of Public Health
- Letter of Intent Due: 5-14-10
- Deadline for Questions: 5-21-10
- Answers Released: 5-28-10
- Proposals Due: 6-4-10
- (*) Proposer Selection: 6-18-10
- (*) Start of Contract: 8-1-10

8. 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, and e-mail address. 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.

9. 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.

10. Proposal Due Date and Time. The Official Contact or alternate are the **only authorized recipients** of proposals submitted in response to this RFP. Proposals must be received by the Official Contact or the Alternate Contact on or before the due date and time:

- Due Date: Friday June 4, 2010
- Time: 4:00PM

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;
- eight (8) 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 not an option with this procurement.
- 12. Declaration of Confidential Information.** 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.** The proposer must develop a Cover Sheet that includes the information below. *Legal Name* is defined as the name of private provider organization, CT State agency, or municipality submitting the proposal. *Contact Person* is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal. *Authorized Official* is defined as the individual empowered to submit a binding offer on behalf of the proposer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.
 - RFP Name or Number:
 - Legal Name:
 - FEIN:
 - Street Address:

- Town/City/State/Zip:
 - Contact Person:
 - Title:
 - Phone Number:
 - FAX Number:
 - E-Mail Address:
 - Authorized Official:
 - Title:
 - Signature:
- 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: Non-permanent, otherwise none specified
 - Dividers: None specified
 - Paper Size: 8½ × 11
 - Page Limit: 75 total including attachments
 - Print Style: 1-sided
 - Font Size: 12 pt
 - Font Type: Times New Roman preferred
 - Margins: 1" margins
 - Line Spacing: single
- 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 20%
 - Scope of Services 10%
 - Staffing Plan 10%
 - Data and Technology 0%
 - Subcontractors 10%
 - Work Plan 15%
 - Financial Profile 10%
 - Budget and Budget Narrative 20%
 - 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).

- 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 is available from the Department's Official Contact upon request.

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

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.

A. DEPARTMENT OVERVIEW:

The Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program), which began operating nationally in January 1974, provides nutritious food, nutrition and health education, and referral services for categorically eligible individuals found to be at nutritional and/or medical risk. Categorically eligible individuals are defined as pregnant, breastfeeding up to 1 year and postpartum women up to 6 months, infants, and children up to age five who reside in Connecticut. Participants must meet income guidelines, currently 185% of the federal poverty level, as defined by the Office of Management and Budget. The WIC Program in Connecticut is administered by the Department of Public Health, Public Health Initiatives Branch, in the Health Education, Management, and Surveillance Section. The Connecticut WIC Program receives funding from the United States Department of Agriculture to operate the program statewide. The Department of Public Health, in turn, contracts with local agencies for the delivery of program services.

B. PROGRAM OVERVIEW:

The WIC Program was created in recognition of the critical importance of nutrition in an overall national public health agenda. Positive changes in diet and nutritional status have been shown to occur when nutrition services are provided in conjunction with special supplemental foods. The Program's mission is to promote and maintain the health and well-being of nutritionally at-risk women, infants and young children. As an adjunct to public health, WIC's scope has expanded over the years to address pressing health and social issues that affect maternal and child health, which includes the use of referral and coordination systems with other health and social service programs. The extent to which WIC functions as an adjunct to health care depends upon the Program's ability to facilitate participant access to other health and social services in the community.

Currently, WIC services are provided to approximately 62,000 participants monthly through a service provider network of 12 local agency sponsors at 76 service sites statewide. Local agency sponsors include hospitals, health centers, city and town health departments, and community action agencies throughout the State. WIC foods are provided to participants in the form of WIC food checks issued by the local agency. WIC participants redeem these food checks at over 500 WIC authorized retail grocery stores and pharmacies under agreements with the Connecticut Department of Public Health, WIC Program.

WIC Nutritionists prescribe a carefully defined package of supplemental, nutritious foods that may include milk, bread/grain, eggs, cheese, iron-fortified cereals, juice, fresh fruits, vegetables and peanut butter or beans; to address the specific nutrient needs of individual participants at important stages of human growth and development. Nutrition education and counseling are provided to address both the WIC participant's immediate nutritional risk condition, as well as long term goals to achieve improved dietary practices. WIC Programs link participants to other vital health care and social services that, in conjunction with improved nutrition, promote healthy lifestyles.

WIC is an important initiative in the fight to reduce infant mortality and morbidity and to improve the health of nutritionally at-risk women, infants and children. Findings from a body of studies demonstrate that WIC is cost-effective and has proven positive health effects for participants, such as improved birth outcomes, improved children's diets, increased breastfeeding rates and savings in health care costs.

These studies show that:

- Women receiving prenatal WIC services, compared with demographically similar women who did not receive services, have lower rates of low birth weight babies.
- Providing prenatal WIC services substantially reduces costs for infant medical services. First-year medical savings total \$3.07 for every dollar invested in prenatal WIC services.
- WIC Program services have a positive effect on infant mortality that is independent of prenatal care.
- Savings in health care costs range from \$1.77 to \$3.13 for each dollar spent on WIC. These dramatic effects are due in large part to WIC working in concert with numerous other health care programs such as maternal and child health services, immunization, migrant and community health services and Medicaid.
- WIC Program helps to reduce anemia, a nutritional problem affecting one in four low-income children, helping to protect children from the behavioral and cognitive deficiencies associated with anemia.
- WIC Program has a significant positive effect on children's intakes of iron, folate, and vitamin B-6.
- Prenatal WIC participation, combined with breastfeeding advice, significantly increases the initiation of breastfeeding.

For additional information please refer to www.fns.usda.gov/wic/resources/

The goals of the Connecticut WIC Program are stated as follows:

1. To improve the nutritional status and prevent nutrition-related problems of all eligible women, infants, and children by providing program services.
2. To manage the program in an accountable, efficient and effective manner.
3. To evaluate the effectiveness of the Local WIC Agency.

These goals remain consistent from year to year, although program objectives and the action steps to reach them may change.

The desired client-based outcomes for each local agency are:

1. To increase access to, and utilization of, primary and preventive health care and other essential public health services in order to improve the health status of the client/target population.
2. To assure that quality health care and related public health activities are provided to the eligible population.
3. To assure that community-based providers assess the health risks of WIC clients, and an appropriate health care plan is implemented.

4. To track the local agency's success in attaining the stated outcomes, the DPH State WIC Office compiles Statewide Information System (SWIS) produced reports. Progress made on the established measures is reported by the State WIC Office to each local agency on a semi-annual basis.

C. MAIN PROPOSAL COMPONENTS

1. Organizational Requirements: Applicants will be accepted from hospitals, health centers, city, district, and town health departments, community action agencies, and other human service organizations. Special consideration will be given to agencies offering WIC services co-located with healthcare or other social services.

2. Service Requirements: The catchment area identified is Bridgeport, Easton, Fairfield, Monroe, Stratford and Trumbull. **See Attachment B**, Monthly Participation by Town of Residence.

WIC services are divided into three areas: Nutrition and Program Services; Administration; and Coordination, Outreach and Evaluation.

1) Nutrition and Program Services

Eligibility Determination and Certification

Eligibility for the WIC Program is based on category, residency, income and nutritional risk. Certification is the process followed by each Local WIC Agency during which an individual's eligibility for WIC services is determined. Individuals who meet the eligibility criteria as specified by the State WIC Office are to be certified for WIC services.

Participants must be certified using the prescribed nutrition risks and priority system in place in the CT State WIC Plan. Application begins when the applicant visits the local program during office hours to make a written or oral request for program benefits. Employed individuals seeking to apply for participation in the program shall be given a convenient appointment so as to minimize the time that such an individual is absent from the workplace for the purpose of applying for the program. Certain participants must be notified of their eligibility or ineligibility within ten days of the initial date of the request for program benefits. All other applicants shall be notified of their eligibility or ineligibility within 20 days of the date of the initial request for program benefits.

At least *two people* shall be involved in the certification process for each participant. This must be reflected on the certification form by having the Competent Professional Authority (CPA) complete and sign the medical/nutritional assessment and another WIC staff member shall be responsible for the income eligibility determination.

Certification schedules are coordinated with medical visits, and the established WIC certification schedules must be followed. The standard length of the certification period is six months. Exceptions to this are pregnant women, who are certified until six weeks after delivery, breastfeeding women who are certified up to 1 year after delivery, children who are approaching their fifth birthday and infants, who are certified up to their first birthday.

A Waiting list may be instituted only if authorized by the State WIC Office.

Categorical Eligibility

An applicant must be in one of the WIC-approved categories: pregnant women, postpartum women up to six months after the termination of pregnancy, breastfeeding women up to the breastfeeding infant's first birthday, infants from birth to their first birthday, and children to their fifth birthday.

Physical Presence Requirement

Individuals who are being certified must be physically present at the Local WIC Agency or satellite at the time of each certification (initial and/or subsequent). Physical presence shall be documented in the individual's certification file. Certain exceptions may be allowed on a case-by-case basis.

Identity Requirement

Individuals who are being certified must present documentation of their identity at certification.

Residency Requirement

Individuals who are being certified must present documentation to confirm they are a resident of the state of Connecticut.

Income Eligibility

An applicant's immediate family unit income shall be at or below 185% of the Office of Management and Budget's poverty guidelines. Recipients of the Food Stamp Program, Temporary Assistance for Needy Families (TANF) Program or the HUSKY A/Medicaid program are automatically income-eligible for the WIC program

Nutritional Risk

Applicants must be at nutritional risk to be certified for WIC Program benefits, based on established criteria. Nutritional risk shall be determined and documented by a local agency Competent Professional Authority (CPA) or by a CPA who has a written contract with the local agency. Nutritional risk determinations that are documented by contracted staff shall be reviewed and countersigned by a local agency CPA.

A health care provider who is a CPA but who is not on the staff of the Local WIC Agency may provide health and nutrition assessment referral data to the WIC Program for the purpose of the WIC nutritional risk assessment. All such referrals are reviewed and countersigned by a local agency CPA.

For determination of nutritional risk, optimally, a complete nutritional assessment will be performed, which includes, but is not limited to, a medical history, a clinical assessment, anthropometric measurements, hematological measurements, and a dietary assessment. At a minimum, height or length and weight measurements shall be obtained. A hematological test for anemia such as a hemoglobin or a hematocrit test shall be obtained.

A nutrition assessment questionnaire shall be completed for each participant as part of the certification process. A nutritionist, another local agency CPA or a nutrition aide trained and supervised by the program nutritionist shall administer the questionnaire.

Nutrition Education and Counseling

Nutrition education is a key to WIC's effectiveness, since participants learn about ways to make healthy food choices to achieve long-term health benefits. Nutrition education is provided through individual or group sessions which are appropriate to the individual participant's nutritional needs and based upon the U.S. Dietary guidelines. Local agencies offer all participants at least two nutrition education contacts during each six-month certification period. Nutrition education and counseling must address the participant's needs and concerns about nutrition, breastfeeding, nutritional risk, dietary restrictions, food selection, and food preparation.

Breastfeeding Promotion and Support

The State WIC Office supports the promotion of breastfeeding as the preferred and optimal way to nourish infants. Local WIC Agencies must implement all breastfeeding promotion and support policies, procedures, and coordination activities to ensure that all women receive this message as well as the information and education necessary to breastfeed successfully. All pregnant women shall be encouraged to breastfeed unless contraindicated for health reasons as determined by a physician.

WIC Supplemental Foods

Once a WIC participant has been certified, the Local WIC Agency nutrition staff prescribe individually tailored food packages of WIC-approved foods responsive to identified nutritional needs and preferences. Monthly food checks, redeemable for specific nutritious foods, are given to enrolled participants by local WIC program staff.

Farmers' Market Coupons

During the summer, the Connecticut WIC Program and the Connecticut Department of Agriculture operate the WIC Farmer's Market Nutrition Program. Through this program, Local WIC Agency staff provide eligible WIC participants with coupons redeemable for fresh produce at their local farmers' market.

2) Administration

Staffing

The Local WIC Agency must have sufficient qualified staff to perform the full range of WIC nutrition and program services, while meeting state and federal guidelines for WIC service provision. These individuals must: 1) reflect the cultural and ethnic composition of the WIC population to be served from the proposed service areas, and 2) meet the minimum qualifications for their positions. Position requirements are located in Number 4 of this section.

Statewide Management Information System

The State WIC Office maintains software called the Statewide WIC Information System (SWIS). The enrollment, certification, and food check production information for each applicant must be entered into SWIS by Local WIC Agency staff. The State WIC Office provides the equipment for this computer system, which includes personal computers, notebook computers and printers to the Local WIC Agencies. Main office locations are equipped with personal computers and printers, while the notebook computers are used at portable (satellite) sites. The Local WIC Agencies staff is responsible for the transportation and safety of this equipment and security of data.

State WIC Office technical and program staff support the WIC computer system. Support and training is available through programming staff who develop and maintain WIC system applications, Help Desk staff who assist with the answering of programmatic and technical questions, and field service staff who maintain and repair WIC computer equipment and networks.

Caseload Management

Local WIC Agencies must manage their anticipated caseloads to provide maximum services. Applicants must provide rationale and data to support their proposed caseload and any future year increases, if necessary. Effective caseload management involves the development and implementation of an Outreach Plan that attains and maintains the assigned caseload, in coordination with the State WIC Office. This is accomplished through networking with community providers, promotional campaigns, targeted program marketing and referrals with an emphasis on high risk and disenfranchised populations. Strategies for recruiting new participants and reducing 'no-show' rates are an important part of caseload management.

Food Checks

The Statewide WIC Information System produces checks, which WIC participants use to purchase WIC-approved foods. The checks include a prescription for specific amounts of WIC-approved foods, which have been selected by a local agency nutritionist to meet the partial needs of individual WIC participants. Procedures must be in place at Local WIC Agencies to ensure that WIC food checks are issued to participants in an accountable manner. This may include the need for timely investigations by Local WIC Agency staff of potential fraudulent activities. All checks must be signed for by the WIC participant/guardian or caretaker, and Local WIC Agency staff must account for all checks. The person signing for the WIC Agency checks must be the WIC participant/guardian/caretaker, or their authorized alternate. Each WIC participant may have one assigned alternate. These checks are then taken by WIC participants to authorized food stores and pharmacies to be redeemed for eligible foods.

Vendor Management

The State WIC Office authorizes retail grocery stores and pharmacies to accept WIC food checks, and monitors these stores. The State WIC Office maintains and shares the authorized list with local agencies monthly.

WIC participants may redeem checks only at these authorized retail food stores or pharmacies. Local WIC Agency staff must log any issues or complaints related to vendor management and what action local agency staff took. All serious issues or complaints should be referred to the State WIC Office.

Program Abuse

Applicant abuse of the WIC Program, which includes knowingly and deliberately misrepresenting circumstances to obtain benefits, verbal abuse or threat of physical abuse of local program, clinic or vendor staff, or property, results in a denial of participation in the WIC Program. However, the applicant must be given full opportunity to appeal. Participant abuse of the WIC Program can also result in disqualification or suspension from the WIC Program.

Reports and Record Keeping

Local WIC Agencies are required to submit annual program plans, evaluation and outreach reports, and budgets along with monthly financial reports. Participant files must be maintained for three years beyond the date they are terminated from the program.

Local WIC Agencies must also maintain inventories of WIC check stock and any special infant formulas on hand. These inventories must be physically confirmed monthly and be submitted to the State WIC Office. Both WIC check stock and infant formulas need to be stored in secured areas.

Additional reporting requirements to the State WIC Office include an annual report of outreach activities, which includes the date and description of activity and results; a written request for the destruction of any program records (municipalities must write to the Public Records Administrator at the State Library for authorization); and submission of any local agency audit reports.

Meetings

The State WIC Office schedules statewide business meetings for Local WIC Agency coordinators and program nutritionists approximately four times per year. Attendance to these meetings is mandatory. These meetings provide an opportunity for Local WIC Agencies to receive program updates, training in new program procedures, participation in WIC policy development, communication issues, and participation in in-service programs. Also mandatory is the attendance at State WIC Office–sponsored training events. Other meetings and workgroups occur throughout the year, and appropriate Local WIC Agency staffs are encouraged to participate.

Communications

Local WIC Agencies are expected to address how daily email or other e-communications between the State WIC Office and the Local WIC Agency main sites will be maintained and monitored.

3) Coordination, Outreach, and EvaluationCoordination, Referrals and Outreach

Local WIC Agencies are expected to have cooperative activities that maximize the effectiveness of the health care and prevention system and enable WIC participants to receive appropriate, comprehensive health care and social services in place. Referrals to health and social service programs are provided for WIC participants by Local WIC Agency staff. In turn, these health and social service programs refer those potentially eligible to WIC as part of our community-based service coordination. The Local WIC Agency Coordinator is responsible for direct outreach activities to bring new participants into the Program.

These responsibilities include WIC's coordination with other local health and social service agencies, and outreach activities to ensure ongoing local awareness of the WIC Program.

Sites and Accessibility

Local WIC Agencies must establish and maintain sites and hours that ensure participant access to WIC services in a cost-effective manner, including availability for 'walk-ins' and extended morning, noontime, evening and/or

weekend hours for working applicants and participants. Special consideration will be given to proposals that include week-end hours. The sites must maintain adequate staffing to ensure that appropriate nutrition staff see participants, as well utilize appropriate space to ensure participant confidentiality.

Program Monitoring and Evaluation

The State WIC Office monitors the performance of local programs through site visits and financial reviews, ongoing data analysis, review of program reports as well as the ability of the Local WIC Agency to achieve expected WIC results and measures. The Local WIC Agency will be expected to engage in self-evaluation as well. USDA also conducts management evaluations of WIC operations at the local WIC offices. Local WIC Agencies are required to comply with all USDA requests for information and observation of services provided. Failure to meet performance standards will require the development of Corrective Action Plans. In addition, timely responses to ad-hoc requests for programmatic information and other surveys are required.

Quality Assurance

Local WIC Agencies must develop and implement a system of Quality Assurance in which designated staff regularly reviews all aspects of Local WIC Agency services including staff interactions with participants, check issuance systems, data quality, and participant records. Problems or issues which are determined as a result of Quality Assurance activities must be investigated and addressed in a timely manner and included in the annual evaluation report that must be submitted by the Local WIC Agency to the State WIC Office.

The applicant's approach to providing these three category of services must be addressed in the proposal. Local WIC Agencies must follow the guidelines for provision of WIC services as described in the federal regulations, the State WIC Regulations, and the Connecticut State WIC Plan of Program Operation and Administration. These three documents are available for review at the State WIC Office at the Department of Public Health by appointment. The WIC Federal Regulations are available at:

<http://www.fns.usda.gov/wic/lawsandregulations/default.htm>

4. Staffing Requirements:

The proposal must describe the staff assigned to this program, including the extent to which they have the appropriate training and experience to perform assigned duties. Job descriptions, hours per week, and hourly rates must be provided for all staff who will be assigned to the program. Resumes must be provided for all professional staff assigned to the project. Provide the job category and description of job duties that will be used in recruitment efforts.

In order to be considered, the proposal needs to include the host agency job specifications and salary range for all proposed staff. **See Attachment C** for a suggested staffing pattern.

The classifications for Local WIC Agency staffing are **Local WIC Agency Coordinator or designated lead, Local WIC Agency Nutritionist, WIC Nutritionists, WIC Nutrition Aides, and Local WIC Agency Assistants**. Local agencies are encouraged to have staff culturally and linguistically representative of the population served.

The local agency shall employ one full-time **Local WIC Agency Coordinator/designated lead** who shall be responsible for the overall operation of the local WIC Program. Any exceptions to a full time position must be approved. The Local WIC Program Coordinator shall meet the following qualifications:

Hold a master's degree from an institution accredited by a recognized regional accrediting body in public health, health administration, administration, business administration, or a health science. Also, a bachelor's degree from an institution accredited by a recognized regional accrediting body (preferably with courses in the administrative sciences); and one year of full time employment planning or administering a program, including supervising personnel, or any combination of the above experience and training totaling six years. A bachelor's degree will count for four years and a master's degree an additional one year. Non-supervisory professional level experience in a WIC Program may be substituted for up to two years.

Note: if the Local WIC Program Coordinator is being hired in an agency with a caseload of less than 2,600 participants, the candidate must also meet the qualifications of a WIC Nutritionist.

Each service area shall employ one full time **Local WIC Agency Nutritionist** who shall report to the Local WIC Agency Coordinator. The Local WIC Agency Program Nutritionist is responsible for the nutrition services component of that program. Local WIC Program Nutritionists and WIC Nutritionists are designated by the Program as Competent Professional Authorities (CPA), (*see definitions*) who are authorized to determine nutritional risk and prescribe supplemental foods. The Local WIC Agency Nutritionist shall meet the following qualifications:

Hold a master's degree from an institution accredited by a recognized regional accrediting body in either nutritional sciences, community nutrition, clinical nutrition, dietetics, public health nutrition or home economics with a major in foods and nutrition, and one year of professional experience in nutrition in a health agency or health care facility, or a bachelor's degree from a four year institution accredited by a recognized regional accrediting body with a major in either foods and nutrition, community nutrition, nutrition education or nutritional sciences and two years of professional experience in nutrition in a health agency or health care facility.

Successful completion of a Commission on Accreditation/Approval of Dietetics Education (CAADE) accredited/approved supervised practice program (e.g., a Coordinated Program, Dietetic Internship or Approved Pre-Professional Practice/AP4 Program) or a master's degree in nutrition education can qualify for one year of work experience. Persons with a master's degree in nutrition who do not have a bachelor's degree in foods and nutrition must have successfully completed the equivalent subject matter at the graduate level to compensate for any courses not completed at the undergraduate level.

The classification of **Local WIC Agency Nutritionist** includes all nutritionists other than the Local WIC Program Nutritionist paid for in whole or in part by the Local WIC Program. Nutritionists who are hired by local agencies shall have a bachelor's degree from a four year institution accredited by a recognized regional accrediting body with a major in foods and nutrition, community nutrition,

nutrition education, or nutritional sciences and two years of responsible experience in nutrition in a health agency or health care facility.

A Master's degree from an institution accredited by a recognized regional accrediting body in nutritional sciences, community nutrition, clinical nutrition, dietetics, public health nutrition, home economics, or similar with a major in foods and nutrition and one year of responsible experience in nutrition in a health agency or health care facility, OR

Successful completion of a Commission on Accreditation/Approval of Dietetics Education (CAADE) accredited/approved supervised practice program (e.g., a Coordinated Program, Dietetic Internship or Approved Pre-Professional Practice/AP4 Program) or a master's degree in nutrition education can qualify for one year of work experience. Persons with a master's degree in nutrition who do not have a bachelor's degree in foods and nutrition must have successfully completed the equivalent subject matter at the graduate level to compensate for any courses not completed at the undergraduate level.

The classification of **Local WIC Agency Nutrition Aide** includes all individuals, other than nutritionists, who are paid for in whole or in part by the local WIC Program and whose primary responsibility is the provision of paraprofessional nutrition services. Nutrition aides hired by local agencies shall demonstrate to the satisfaction of the Local WIC Program Nutritionist the ability to communicate clearly both orally and in writing in English, and in another language when it is deemed appropriate. In addition, the ability to establish rapport with individuals and small groups, and successful completion of the department's paraprofessional training program within one year of appointment to the position.

Additionally, the Local WIC Agency must designate a staff person to coordinate Local WIC Agency breastfeeding promotion and support activities. This individual must meet the qualifications of a CPA, CLC (Certified Lactation Counselor), have at least one (1) year of experience in counseling women about how to successfully breastfeed and/or have the credentials of a IBCLC (International Board-Certified Lactation Consultant).

The classification of **Local WIC Agency Program Assistant** includes all clerical and secretarial personnel paid for in whole or in part by the Local WIC Agency. Program Assistants need to have the ability to communicate clearly orally and in writing in English, and in another language when deemed appropriate. In addition, the ability to perform basic computer and telephone skills is needed.

5. Job Descriptions

Sample job descriptions for a Local WIC Program Coordinator, Local WIC Program Nutritionist, Local WIC Program Nutritionist, Local WIC Program Nutrition Aide and Local WIC Program Assistant are included. **(See Attachment D)**

The local agency will be expected to establish an appropriate agency schedule for both staff and WIC participants. This should include arrangements for participants and applicants who are employed, students or those who live in rural areas, to ensure program access. Local WIC Agencies should remain open continuously during business hours, and extended morning, evening, and/or weekend hours are strongly encouraged.

6. Data and Technology Requirements:

All local agency and satellite sites use the Statewide WIC Information System (SWIS). SWIS is the computerized information system used for processing and tracking most local agency functions such as participant certification, check issuance, nutrition education documentation, budget and expenditure reporting.

SWIS is a LAN-based system, utilizing the Windows network operating system. Programs are written in FoxPro, which is a distributed relational database management system (RDBMS). Each local agency operates independently during the day. Local agency satellite site operations are performed on laptop computers, which have been transported and set up by local agency staff for the day's operations. The central database is maintained at the state level on an IBM mainframe and is kept synchronized with the local agency databases by automated nightly communications.

Operational Overview of a WIC LAN

The Connecticut WIC program uses two types of personal computer configurations:

1. Permanent: The hardware is installed and remains in the office. The PC that stores the agency's data is called the file server. This data is accessible to all workstations. With this type of arrangement, daily operations with regard to the LAN generally consist of the following:
 - The PC /Workstation and the file server are the foundation of the WIC network. The workstation is where data entry and data retrieval takes place. The file server in most offices is just a specially configured PC that shares the database files with all other workstations. It can also be used as a workstation to run SWIS. At the largest agencies, the file server is a dedicated box for server use only. Some workstations have a dot matrix printer attached for producing checks. One of the workstations, referred to as the Comm PC, is specially configured to provide 24-hour communication with the state system. All workstations (except the Comm PC and the file server) are started at the beginning of business and shut down at the close of business each day. The Comm PC and file server must remain on at all times.
 - The file server, Ethernet switch and networked laser printer(s) require very little attention from the Local WIC Agency staff. These items are always on and are generally shut down for maintenance only. Periodically, the laser printers need to be refilled with paper or toner.
2. Portable: Laptop computers are used for satellite sites. The laptop that stores the site's data functions as a file server while at the satellite location. Once the equipment is set up, the daily operations are much like that of a permanent site with the data being accessible to all laptops. Set up consists of the following:
 - One laptop must be designated as the file server and contain the participant data for that location. This data is copied (downloaded) from the permanent site's file server onto the laptop before traveling to the satellite.
 - At the satellite, each laptop is plugged into an AC outlet and also connected to the Ethernet switch via a Category 5 patch cable. The dot matrix printers used for check printing are also set up at this time.

- At the close of business, the laptop server must be returned to the office to upload the day's activity (new data) to the permanent site's file server. This completes the daily operations for that satellite.

The Typical WIC Local Area Network

Based upon current statistics, the typical Local Area Network (LAN) for a Local WIC Agency consists of the following equipment:

- 7 PCs or workstations (One of which will double as a Comm PC and one will double as the file server).
- DSL modem and 4-point router
- 1 16-port Ethernet switch
- 1 or 2 laser printers with network interface cards, for printing reports.
- 5 Dot Matrix printers (2 for satellite sites) for printing checks.
- 1 Patch Panel/Punch down or a centralized wiring panel. *
- Category 5 unshielded twisted pair (UTP) cabling. This cabling must be properly connected to a centralized wiring panel on one end and terminated at each PC location and networked laser printer location with an RJ45 data jack. *
- 4 Laptop computers, one 5-port Ethernet switch and 4 patch cables (each 10-14 feet long) for those agencies that have satellite sites.

*** The local agency is responsible for the purchase and installation of this item.**

Configuration and Wiring

Utilizing Category 5 UTP (Unshielded Twisted Pair) cable, the Local WIC Agency networks (including satellite sites) are configured in an Ethernet topology.

A PC, or workstation as it is often referred to, consists of a CPU (Central Processing Unit), monitor, keyboard and mouse. Also, a dot matrix printer may be connected to print WIC checks.

Each agency must have a dedicated analog phone line to connect to the DSL modem. This connection provides 24-hour access for the state computer system and also provides internet/email access for the local agency.

D. COST PROPOSAL COMPONENT

1. Financial Requirements

Over the years, Local WIC Agency contract amounts have only slightly increased or been level-funded. Administrative funding has been reduced due to a drop in caseload as well as the revision of funding formulas from the program sponsor. Economies of scale at larger Local WIC Agencies are noted. Sponsoring agencies typically incur a share of the program operating costs (in-kind or funding), usually space and maintenance, in order to provide the necessary program services within the federal funds allocated. There is no overall increase in program funding expected in the foreseeable future. Applicants are encouraged to include in-kind amounts, if any.

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

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

The selected Contractor must provide DPH with copies of any subcontract. All information required of the contractor must be applied to the subcontractor as well. Copies of state set aside certifications for small and/or minority businesses must also be provided. Subcontractors providing certification information must meet OSHA requirements. **See Attachment E, Budget Summary.**

2. Budget Requirements

Each Local WIC Agency must maintain accurate and fully documented records for financial management of all program funds received, food delivery, certification, nutrition education, outreach, civil rights, and fair hearings. All WIC Program funds must be properly accounted for. **See Attachment E, Instructions for Budget Summary**

Financial records must be retained for a minimum of three years following the submission of the final expenditure report for the period to which the reports pertain. Participant and vendor files must be retained for three years beyond the period in which they were terminated. Civil rights and fair hearing files must be retained for three years. The State WIC Office reserves the right to require longer retention of records for the resolution of any audit or litigation. Any records being destroyed must be destroyed in a manner that protects confidentiality.

Reporting

Each local agency shall prepare and implement a **Program Plan** approved by the Department that comprises the following sections:

PART I An introductory component that includes an operational description with program hours, listing of staff and of service sites, assigned caseload and current participation, racial/ethnic landscape of clients, staff and the community, past and/or planned contribution to the host agency initiatives, and any ongoing endeavors. Significant community partnerships, if any, should also be included.

PART II A one to two page overview to present the program's mission, include a summary of the planning process, and present the needs identified as priorities.

PART III A work plan specific to each program area organizes goals, objectives and connects resources to activities to outcomes.

The Local WIC Agency Coordinator is responsible for the integration of all plan components into a document that clearly represents the plans and operating procedures for the local program. The Local WIC Agency Nutritionist is responsible for the nutrition services sections of the program plan. Each local agency revises their program plan annually.

At the end of each fiscal year, an **Evaluation Report** is submitted which summarizes whether the agency has reached its goals and objectives as stated in their prior program plan.

Submitted with the local agency program plan for the following year is the WIC Program Budget. The annual budget is prepared using State-supplied budget forms. These budget preparation forms divide all planned expenses into four functional areas: General Administration, Client Services, Nutrition Education, and Breastfeeding Promotion and Support costs. The actual "budget" is twelve separate dollar figures, one for each line item, representing the total planned expenditures for all four areas combined (See below).

The twelve line item categories used are as follows:

Expense Category	<i>Description, if needed</i>
Salaries	Include costs of all gross salaries and wages.
Fringe Benefits	Include employer's contributions or expenses for social security, life and health insurance plans, unemployment compensation insurance coverage, worker's compensation insurance, and retirement plans.
Equipment	Includes equipment purchases only. (Note: the Connecticut Department of Public Health provides all computer equipment) The State WIC Director must approve all equipment purchases over \$1000 per item in advance.
Contracted Services	In cases where services are not provided by the parent agency, or performed by members of WIC staff, the local agency may contract with providers for such services.
Space Rental	The rental cost of space in privately or publicly owned buildings is allowable. The total cost of space, whether in a privately or publicly owned building, may not exceed the rental cost of comparable space and facilities in a privately owned building in the same locality. The cost of utilities, insurance, security, janitorial service, elevator service, grounds upkeep, normal repairs, and alterations are allowable to the extent they are not otherwise included in rental or other charges for space.
Supplies	Includes office supplies, books, publications, videos, food demonstration supplies and breastfeeding promotion aids.
Postage	Postage cost specific to WIC operations only
Telephone	Telephone costs specific to WIC operations Only
Printing	Include the total costs for printing and reproducing forms, reports, manuals, and informational literature.
Travel - In-State	
Other • Travel to satellite sites for WIC service.	Includes continuing education costs, equipment and high-speed Internet access

<ul style="list-style-type: none"> • Provision, state sponsored meetings, and approved trainings. • Standard reimbursement for use of personal vehicles applies. • Cost share of Local WIC Agency vehicles must be specific to WIC use. 	<p>maintenance costs, equipment rentals and any other allowable WIC Program costs that do not correspond with any other line items.</p> <p>(Note: equipment rental charges over \$50.00 per month shall be approved in advance by the State WIC Program.)</p>
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In accordance with the Cash Management and Improvement Act, payments to Local WIC Agencies are made on a biweekly basis during the contract period

Funding for renovations on existing buildings to accommodate WIC Program services is an allowable cost.

Within each of the four functional areas, the allowable costs include:

General Administration: All costs generally considered to be overhead or management costs. Salaries, Fringe Benefits, Equipment, Contracted Services, Space Rental, Supplies, Postage, Telephone, Printing and Reproduction, Travel - In-State, Other (outreach, maintain payroll, personnel, administrative, fiscal and program records, audit expenses, if necessary, legal services).

Client Services: All costs expended to deliver food and other client services and benefits.

Salaries, Fringe Benefits, Contract Services, Material Preparation, Space Rental, Application Processing, Medical Supplies, Travel-In-State, Notification of Rights, Transfer of Certification, Planning of Certification, Telephone, Training, Conduct Surveys, Income Determination, Diet Assessment, Equipment, Anthropometric Measurements, Other Assessments, Miscellaneous Documentation.

Nutrition Education: All costs directly related to general Nutrition Education. NOTE: Nutrition Education expenditures combined with Breastfeeding Promotion and Support Expenditures must account for at least 25% of program expenditures.

Salaries, Fringe Benefits, Planning for Nutrition Education, Travel – In-State, Material Preparation, Material Procurement, Equipment, Printing and Reproduction, Training Staff, Counseling Individuals, Group Education, Continuing Education, Data Collection, Evaluation, Monitoring, Telephone, Space Rental.

Breastfeeding: All costs expended for the promotion and support of breastfeeding. Salaries, Fringe Benefits, Material Preparation, Material Procurement, Space Rental, Printing and Reproduction, Contract Services, Counseling, Training, Continuing Education, Breastfeeding Promotion and Support, Telephone, Travel – In-State.

Revenue, expenditures and cash on hand shall be reported to the State WIC Office monthly by each local agency. These are reported on the state office-supplied Cash Flow Report and Monthly Expenditure Report forms, and are due each month by the 20th of the following month.

At the end of each year, settlement of the contract account shall be made for each of the twelve line items as separate accounts. Differences are totaled to enable settlement with a single payment. Nutrition education expenditures must account for at least 25% of the total expenditures.

The local agency shall document time spent by all personnel on WIC nutrition education and breastfeeding promotion and support activities for a one-month period each year. The summary of this Cost Accounting Study provides percentages by which the monthly expenditures are distributed among the four functional areas (above). Local agencies can request approval to conduct a new cost accounting study if there are changes in the utilization of personnel time.

Deliverables:

1. Each year, local agency shall prepare and implement an annual program plan (approved by the Department) that includes sections on:
 - a. background of the local agency and the service area;
 - b. personnel assigned to the Local WIC Agency;
 - c. programming (including a needs assessment, goals and measurable objectives, action plans and methods of evaluation);
 - d. systems and procedures for administration, certification, outreach, and nutrition education components; and,
 - e. lesson plans for nutrition education for the upcoming year.

The work plan submitted with this RFP will be used as the basis of the annual program plan for the first 14 months of the contract.

2. Each year, a WIC Program Budget is prepared, using State-supplied budget forms. These budget preparation forms divide all planned expenses into four functional areas: General Administration, Client Services, Nutrition Education, and Breastfeeding Promotion and Support costs.
3. Each quarter, the local agency must document time spent by all personnel on WIC nutrition education and breastfeeding promotion and support activities for a one-month period. This cost accounting time study provides the percentages by which the monthly expenditures are distributed among the four functional areas.
4. Reports of expenditures and cash flow for each month must be submitted by the 20th of the following month.
5. Local WIC Agencies must also maintain inventories of WIC check stock and any special infant formulas on hand. These inventories must be physically confirmed and submitted monthly. Inventories of breast pumps must be maintained and submitted upon request.
6. On August 30 of each year, an annual Evaluation Report and the Local WIC Agency Plan must be submitted, which details the activity of the preceding year including outreach activities, goal achievement, program evaluation and outcome measures. Quarterly data reports are prepared by the State WIC Office to assist the Local WIC Agencies as they monitor their performance.
7. The State WIC Office reserves the right to request additional formal and informal reports as necessary

IV. PROPOSAL OUTLINE

*This section presents the **required** outline that must be followed when submitting a proposal in response to this RFP. Proposals must include a Table of Contents that exactly conforms with the required proposal outline (below). 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. While the proposal outline is standard, the information requested from proposers will vary by RFP, depending of the Department's procurement requirements.*

A. Cover Sheet

B. Table of Contents

C. Declaration of Confidential Information, Etc.

D. Conflict of Interest - Disclosure Statement

E. Executive Summary

F. Main Proposal

1. Organizational Profile

The purpose of this subsection is to gather information about the administrative and operational capabilities of the proposer to provide the purchased service. The specifics of the information requested are left to the Department's discretion. Possible areas of inquiry may include, but are not limited, to the following:

- a. Purpose, Mission, Vision, Values.
- b. Entity Type / Parent Organization / Years of Operation
- c. Location of Offices / Facilities
- d. Functional Organization
- e. Current Range of Services / Clients
- f. Qualifications
 1. Describe the approach to the services you will provide as outlined in the "Main Proposal" section of the RFP.
 2. Describe the commitment of your organization to staff development and customer service.
 3. Describe how your proposed staff will meet the cultural and linguistic needs of the target population and, if necessary, discuss your plan for augmenting the cultural competence capacity of the staff.
 4. Describe how your proposed hours of operation will meet the needs of the WIC Program participants.

- f. Relevant Experience: Describe your experience providing the kinds of services described in the "Service Requirements" section of the RFP. Include narrative regarding your ability to meet the needs of a diverse population.
- g. Accreditation/Certification/Licensure
- h. Governance System
- i. References: References will be evaluated based on the extent to which references provided support the applicant's success in providing similar services. Four references must be submitted as letters of support with the application.

2. Scope of Services

The purpose of this subsection is to gather information about how the proposer intends to provide the purchased service (including the use of any subcontractors). The specifics of the information requested are left to the Department's discretion. Possible areas of inquiry may include, but are not limited, to the following:

- a. Catchment Area: Bidders are expected to submit bids that propose the provision of WIC services in alignment with the identified catchment area. Proposals seeking to cover only a part of the service area will not be accepted
- b. Documentation of Community Needs / Resources
- c. Community Collaboration: The extent to which the applicant has demonstrated successful experience providing similar services. Through scoring bonuses, priority is given in the following order, per USDA regulation (only one applies): Public or private non-profit health agencies that provide ongoing, routine pediatric and obstetric care or administrative services (including community health centers); public or private nonprofit health or human service agencies that will enter into a written agreement with another agency for either ongoing, routine pediatric and obstetric care or administrative services; public or private nonprofit health or human service agencies that will enter into a written agreement with private physicians, licensed by the state, in order to provide ongoing, routine, pediatric and obstetric care to a specific category of participants (women, infants, or children); public or private nonprofit human service agency that enters into a written agreement with private physicians, licensed by the state, to provide ongoing, routine pediatric and obstetric care; public or private nonprofit health or human service agencies that provide ongoing, routine pediatric and obstetric care through referral to a health care provider
- d. Service Capacity/Delivery Plan/Systems/Processes/Protocols Client
- e. Consultation / Evaluation / Treatment Plan
- f. Quality Assurance Protocols
- g. Administrative Support
- h. Special Health or Safety Requirements

3. Staffing Plan

The purpose of this subsection is to gather information about the quality and quantity of personnel that the proposer intends to employ to deliver the purchased service. The specifics of the information requested are left to the Department's discretion. Possible areas of inquiry may include, but are not limited, to the following:

- a. Key Personnel / Managers
- b. Staffing Levels & Qualifications

- c. Job Descriptions
- d. Personnel Organization Chart
- e. Recruitment, Hiring & Retention Plan
- f. Staff Training / Education / Development

4. Data and Technology

*The purpose of this subsection is to gather information about the proposer's information management and performance measurement systems: **Refer to Section III, C, Main Proposal Components, Service Requirements, #2 Administration, Management Information System.***

- a. Internet Capabilities
- b. Data Collection / Storage / Reporting
- c. Assessment of Client Satisfaction
- d. Evaluation / Outcome Measures.

5. Subcontractors

The purpose of this subsection is to gather information about the administrative and operational capabilities of each such subcontractor:

- 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

The purpose of this section is for the proposer to explain the tasks, participants, time estimates, and schedule for providing the purchased service:

- a. Start Date
- b. Timetable / Schedule
- c. Tasks, Deliverables
- d. Methodologies
- e. Measurable Objectives

G. Cost Proposal

1. Financial Profile

The purpose of this subsection is to gather information about the proposer's fiscal stability, accounting and financial reporting systems, or relevant business practices:

- a. Annual Budget and Revenues
- b. Financial Standing
- c. Financial Management Systems

- d. Revenue Generation / Billing / Third Party Reimbursement

2. Budget and Budget Narrative

The purpose of this subsection is to gather information about how the proposer developed the proposed budget and cost allocations:

- a. Narrative
- b. Line Item Budget Form
 - Four Annual Budgets required:
 - Year One: August 1, 2010 –September 30, 2010
 - Year Two: October 1, 2010 – September 30, 2011
 - Year Three: October 1, 2011 – September 30, 2012
 - Year Four: October 1, 2012 – September 30, 2013
- c. Subcontractor Costs

H. Appendices

The purpose of this subsection is to gather any other additional information that the Department needs to evaluate the proposer:

- a. Memorandum of Agreement if applicable
- b. Résumés of Key Personnel
- c. Audited Financial Statements

I. Forms

1. Department

The purpose of this subsection is to provide blank copies of any Department forms that must be submitted with a proposal:

- a. Certification Regarding Lobbying (DSS)
- b. Addendum Acknowledgement (DSS)
- c. Tobacco Industry Funding and Partnership Certification (DPH)

2. Other

The purpose of this subsection is to provide blank copies of any other forms that must be completed and submitted with a proposal:

- a. Notification To Bidders, Parts I – V (CHRO)
- b. Employer Information Report EEO-1 (U.S. EEOC)
- c. Acknowledgment of Contract Compliance / Notification to Bidders (CHRO)
- d. Consulting Agreement Affidavit (OPM Ethics Form 5) ¹

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. ATTACHMENTS

Attachment A

Proposed Site Description Chart

DESCRIPTION OF PROPOSED SPACE:

Address _____

Type of facility _____ Host agency

Approximate square footage

Cost to WIC budget: Rent _____ other

General description, including arrangement for use of space (temporary, long-term, rental):

Will anyone else be using this space? **Y N** At same time? **Y N**

Specify: _____ At different time? **Y N**

Is there privacy to determine eligibility? **Y N** Is there privacy for counseling? **Y N**

Is there privacy for breastfeeding? **Y N**

Is the site accessible to physically challenged persons? **Y N**

Will checks, computers, and participant records be stored at the site? **Y N**

If **Y**: Is there an alarm system? **Y N** Does the office door lock? **Y N**

Explain other security measures: _____

Who will have keys to this office?

Does site meet state/local health codes? **Y N** Is it safe for small children? **Y N**

Is the service area smoke-free? **Y N**

Is maintenance service adequate? **Y N** Provided by whom? _____

Is the heating system adequate? **Y N** Is there air conditioning? **Y N**

Does the proposed site overlap with another program's service area? **Y N**

Where is the nearest public transportation?

What are parking arrangements?

How many parking spaces would be available on average to program participants?

Attachment B

**Monthly Participation by Town of Residence
Bridgeport Region**

Town Code & Name		Quarter 1			Quarter 2			Quarter 3			Quarter 4			Average CY 2009	% by Town
		01/09	02/09	03/09	04/09	05/09	06/09	07/09	08/09	09/09	10/09	11/09	12/09		
015	Bridgeport	6,231	6,110	6,278	6,274	6,293	6,480	6,419	6,526	6,421	6,270	5,886	6,029	6,268	88.7%
046	Easton	2	3	4	5	4	6	4	4	2	2	2	1	3	(a)
051	Fairfield	127	127	128	133	119	113	110	114	121	120	116	110	120	1.7%
085	Monroe	42	40	42	35	36	36	36	39	36	42	37	40	38	0.5%
138	Stratford	562	570	589	583	591	585	580	572	567	558	516	546	568	8.0%
144	Trumbull	51	53	58	63	64	71	74	78	77	68	68	76	67	0.9%
Total Participants:		7,015	6,903	7,099	7,093	7,107	7,291	7,223	7,333	7,224	7,060	6,625	6,802	7,065	100.0%

Attachment C

Staffing Pattern

A suggested staffing pattern for WIC Local Agencies is based on program caseload. The pattern is as follows:

Program Enrollment	Total Number of Staff	Distribution by Function			
		Program Coordinator	Nutritionist	Nutrition Aide	Clerical
900-1400*	4.5	1	1.5	1	1
1401-1800*	5	1	2	1	1
1801-2600*	6	1	2	1	2
2601-3000	7	1	3	1	2
3001-3400	8	1	4	1	2
3401-3800	9	1	4	2	2
3801-4200	10	1	4	2	3
4201-4600	11	1	4	2	4
4601-5000	12	1	5	2	4
5001-5400	13	1	5	3	4
5401-5800	14	1	5	3	5
5801-6200	15	1	6	3	5
6201-6600	16	1	7	3	5
6601-7000	17	1	7	4	6
7001-7400	18	1	7	4	6
7401-7800	19	1	8	4	6
7801-8200	20	1	8	5	6

*In agencies with caseloads of 2,600 participants or less, the program coordinator must also meet the qualifications of a nutritionist.

Note: it is recognized that individual instances may justify either more or less staffing than the suggested pattern. Examples of this include multiple program satellite sites, extended program hours of operation and size of the service area.

Attachment D

LOCAL WIC AGENCY COORDINATOR

DESCRIPTION OF WORK:

Responsible for the overall operation of a Local WIC Agency. Ensures that all components of a Local WIC Agency are carried out in an effective and efficient manner.

Examples of Duties:

- Develops an annual plan and budget in compliance with Federal and State regulations and guidelines.
- Assures that the local program adheres to all Federal and State regulations and guidelines.
- Assures that good fiscal management practices are adhered to.
- Submits all required reports to the State WIC Office in a timely and accurate manner.
- Assures proper certification of eligibility of applicants.
- Assures that procedures are in place for individuals to receive health services.
- As needed, provides WIC Program services to eligible participants.
- Directs and coordinates a referral system with health care providers and other community health and nutrition programs.
- Directs all aspects of the local program component of the food delivery system including:
 - ✓ Distribution of the food checks to participants.
 - ✓ Assurance of safeguards for WIC checks.
- Assures that procedures are in place, which will maximize the participation of individuals in nutrition education programs offered by the local program.
- Formulates outreach systems to target program services to the neediest individuals.
- Develops criteria for evaluation, conducts evaluation and assessment of program.

LOCAL WIC AGENCY PROGRAM NUTRITIONIST

DESCRIPTION OF WORK:

Responsible for the nutrition services component of the Local WIC Agency.

Examples of Duties

- Develops the nutrition component of the annual Local WIC Agency plan in compliance with Federal and State regulations and guidelines.
- Participates in the development of the nutrition education budget.
- Implements the nutrition component plan of the local program.
- Assures proper certification of eligible applicants.
- As a Competent Professional Authority (CPA) on the staff of the local program, determines and documents nutritional risk of WIC participants.
- Is responsible for the diet assessment of WIC participants.

LOCAL WIC AGENCY PROGRAM NUTRITIONIST

DESCRIPTION OF WORK:

Responsible for providing nutrition education, information, and referrals to participants of the WIC Program.

Examples of Duties

- As a Competent Professional Authority (CPA) on the staff of the local program, determines and documents nutritional risk of WIC participants.
- Is responsible for the diet assessment of WIC participants.
- Assures proper certification of eligible applicants.
- Assists with the implementation of the nutrition component plan of the local program.
- Assists with meeting local program objectives.
- Provides nutrition education and counseling that is appropriate to the WIC participant.
- Other duties as assigned.

LOCAL WIC AGENCY NUTRITION AIDE

DESCRIPTION OF WORK:

Assists with the implementation of the nutrition services component of the local program under the supervision of the Local WIC Agency Nutritionist.

Examples of Duties

- Assists in the certification of WIC applicants by performing one or more of the following activities: Interviewing, which may include administering a diet assessment questionnaire and a food frequency form; dietary assessment; entering data into the Statewide WIC Information System (SWIS); plotting growth and prenatal weight gain data, and orienting participants to the program.
- Provides and documents nutrition education contacts, except for high-risk participants.
- Performs necessary paperwork, related to certification and nutrition education, as assigned.
- Assists in the preparation of nutrition education materials (e.g., newsletters and pamphlets), visual aids (e.g., bulletin boards, displays), and activities (e.g., classes).
- Attends and participates in all training and continuing education sessions offered by the State WIC Office.
- Other duties as assigned.

LOCAL WIC AGENCY PROGRAM ASSISTANT

DESCRIPTION OF WORK:

Assists with providing WIC Program participant services including scheduling appointments and updating demographic data and responding to phone calls.

Examples of Duties

- Assists in the certification of WIC applicants by performing the following activities: Interviewing, to obtain basic demographic data such as name, address, and contact

information; verifying identity, residency, and income eligibility by reviewing paperwork presented; entering all data into the Statewide WIC Information System (SWIS).

- Performs reminder phone calls for upcoming appointments, and follow up phone calls for missed appointments.
- Answers WIC phone, handles calls for requests for general information, rescheduling appointments, lost checks, etc as assigned by Local WIC Agency Coordinator.
- Performs necessary paperwork, as assigned, including maintaining participant files and accurate documentation.
- May assist in the preparation of materials (e.g., newsletters), visual aids (e.g., bulletin boards or program displays), and activities (e.g., health fairs) in conjunction with other local agency staff.
- Other duties as assigned.

Attachment E: Budget Summary

Instructions for each of the four budget years:

Four Annual Budgets required:

Year One (federal fiscal year 2010): August 1, 2010 – September 30, 2010

Year Two (federal fiscal year 2011): October 1, 2010 – September 30, 2011

Year Three (federal fiscal year 2012): October 1, 2011 – September 30, 2012

Year Four (federal fiscal year 2013): October 1, 2012 – September 30, 2013

1. Budget Summary Sheet

- For Line Item #1 through #7, **Personnel**, provide for each position:
 1. The name of the position and the name of the person holding that position.
 2. Calculation: include the hourly rate, the # hours per week assigned to work on the project, and the total # of weeks.
 3. The fringe benefit rate.
- For Line Item #12 **Contractual (Subcontracts)** provide the total of all subcontracts that must then be listed on the Subcontractor Schedule.

Note: A nutritionist working under contract would be included on this form.

- Line Item #16, **Other Expenses** are any other types of expense that do not fit into the categories listed.
- For Line Item #17, **Other Program Income** list any other income such as in-kind contributions, fees collected, or other funding sources and include an explanation on the Budget Justification sheet.

2. Budget Justification

- The budget justification sheet must be completed for each line item in the budget that details each item.
 1. Provide an explanation for each line item listed on the Budget Summary. This must include a detailed breakdown of the components that make up the line item and any calculation used to compute the amount. For example, travel must include the rate per mile and # of miles.
 2. For contractors who have subcontracts, a brief description of the purpose of each subcontract must be provided, although a line item justification is not necessary. Use additional sheets as necessary.

3. Subcontractor Schedule - Detail

- This form must be completed if there are subcontractors. All subcontractors used must be included.
 1. If it is not known who the subcontractor will be, an estimated amount and whatever budget detail is anticipated should be provided. The actual detail should be submitted when it is available.
 2. Provide the subcontractors full legal name, address and telephone number; indicate subcontractor payment basis and detail (see examples below); whether they are a Minority Owned Business Enterprise (MBE) or Women Owned Minority Business Enterprise (WBE), and provide the total of the subcontract.

Attachment E, Budget Summary

Subcontract Payment Basis and Detail:

1. For each subcontractor, choose the appropriate category for the type of subcontract using the basis by which it is paid:

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

- Then provide the detail for each subcontract. Detail must be provided for each subcontractor.

Example A: Budget Basis

1 Outreach Educator @ 40 hrs wk	\$20,000
Travel 1000 miles @ \$.26/mile	260
Supplies	<u>500</u>
Total	\$20,760

Example B: Fee for Service

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

Example C: Hourly Rate

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

Attachment E, Budget

Budget Summary

Category	Amount
Personnel:	
1. a. Name & Position: _____ , _____	
b. Calculation:	
c. Fringe Benefit: _____ %	
2. a. Name & Position: _____ , _____	
b. Calculation:	
c. Fringe Benefit: _____ %	
3. a. Name & Position: _____ , _____	
b. Calculation:	
c. Fringe Benefit: _____ %	
4. a. Name & Position: _____ , _____	
b. Calculation:	
c. Fringe Benefit: _____ %	
5. a. Name & Position: _____ , _____	
b. Calculation:	
c. Fringe Benefit: _____ %	
6. a. Name & Position: _____ , _____	
b. Calculation:	
c. Fringe Benefit: _____ %	
7. a. Name & Position: _____ , _____ ; _____	
b. Calculation:	
c. Fringe Benefit: _____ %	
8. Travel – In-State _____ per mile X _____ miles	
9. Space Rental	
10. Supplies	
11. Printing	
12. Contractual (Subcontracts)	
13. Telephone	
14. Postage	
15. Equipment	
16. Other Expenses (List Below)	
a.	
b.	
c.	
d.	
e.	
f.	
g.	
h.	
Total Requested	
17. Other Program Income:	



Purchase Of Service – 5/07

Original Contract Number:
Maximum Contract Value:
Contractor Contact Person and Telephone:

**STATE OF CONNECTICUT
 DEPARTMENT OF PUBLIC HEALTH
 HUMAN SERVICE CONTRACT**

CONTRACT SUMMARY

The State of Connecticut Department of Public Health

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

City: Hartford State: CT Zip: 06134-0308

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

hereby enters into a contract with:

Contractor's Name: _____

Street: _____

City: _____ State & Zip: _____

Tel#: _____ FEIN/SS#: _____

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

Term of Contract	This contract is in effect from August 1, 2010 through September 30, 2013.
Statutory Authority	The Department is authorized to enter into this contract pursuant to § 4-8,19a-2a,19a-32,19a-121. of the Connecticut General Statutes.
Set-Aside Status	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to § 32-9e of the Connecticut General Statutes.
Effective Date	This contract shall become effective only as of the date of signature by the Department's authorized official(s) and, where applicable, the date of approval by the Attorney General. Upon such execution, this contract shall be deemed effective for the entire Term specified above. This contract may be Amended subject to Part II, Section E of this contract.

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

D. Statutory and Regulatory Compliance

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

E. Acceptance and Approvals

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

PART I

SECTION A

subsection A.1

GENERAL TERMS AND CONDITIONS

- 1) The contractor shall provide services for a **Supplemental Nutrition Program for Women, Infants and Children (WIC) Program (“Program”)** described in detail, as follows.
- 2) Such services shall be provided in accordance with the requirements of this **subsection A.1** and program specific requirements in **subsection A.2** below.
- 3) The contractor shall implement the Program and services described in this Part I to result in the outcomes on behalf of Program participants listed in each subsection below. Such outcomes shall be measured in the manner described therein. The Department shall monitor outcome results achieved pursuant to these terms and conditions.

4) **Payment and Payment Schedule**

- a) The funding for Year 1 is \$
The funding for Year 2 is \$
The funding for Year 3 is \$
The funding for Year 4 is \$
- b) The maximum amount of payment made under this contract shall not exceed \$
- c) Funds for this contract are provided from the following sources:

SID	Fund Description /CFDA#	Year	Amount
20892	WIC/CFDA #10.557	1	\$
20892	WIC/CFDA #10.557	2	\$
20892	WIC/CFDA #10.557	3	\$
20892	WIC/CFDA #10.557	4	\$

- d) This agreement includes **Federal Financial Assistance** that is subject to the Federal Office of Management and Budget Cost Principles (OMB A21, A87 or A122 as applicable).
- e) **Payment Schedule:** Payment shall be made according to the following schedule:
 - i. The contractor shall receive **26 equal bi-weekly payments** from WIC funding for each year of this contract.
 - ii Payment under this contract by the Department is contingent upon:
 - 1. a properly executed contract amendment
 - 2. *Department’s receipt from the contractor of acceptable, deliverables, program, statistical, expenditure and cash flow reports by dates due.*
 - 3. *Department’s receipt of any required corrective action plans.*
- f) Reduction in Payments:

In addition to Part II, Section C-2 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 regular 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.

g) Line Item Adjustment.

- i. The contractor agrees to expend funds in accordance with the Budget in this **Part I, Section B.**
- ii. Any expenditure that exceeds a budget line item by more than 10%, or \$500, whichever is greater, must be approved in writing by the Department.

h) Unexpended Funds.

The contractor shall refund any unexpended funds from each year of the contract and shall not carry such funds forward into subsequent years. Any unexpended funds are due by each January 1 of the following year with the final expenditure and cash flow reports. If the contractor determines that it will have a surplus of funds before the end of each fiscal year, the Contractor must inform the Department of the estimated amount by each July 1st.

5) Reporting Requirements

- a) The contractor shall submit periodic **program, statistical, expenditure and cash flow reports** in the format provided by the Department in accordance with the following:
- i. Properly completed **monthly program, statistical, expenditure and cash flow reports** shall be due to the Department no later than the 20th day following the end of each month, for each month of the contract term.
 - ii. The **final program evaluation report** shall be due December 1 annually, following the first year of contract term:
 - 1. such report shall be cumulative for the first year, and
 - 2. the reports for subsequent years shall each be cumulative for the preceding year(s).
 - iii. The **final expenditure report** shall be due to the Department no later than January 1, annually, following the first year of the contract term and any subsequent years.

b) Local Agency Plan.

- i. The contractor shall submit a **local agency plan** for each year of the contract term, detailing Program goals and objectives for the following contract year.
- ii. The contractor shall submit an **annual evaluation report** due at the end of the first year of a multi-year contract which shall be a cumulative report for the entire first year.
- iii. The contractor shall submit an **evaluation report** due at the end of each subsequent year of the contract which shall be cumulative for that year.

6) Contractors that deliver WIC services in more than one site shall adhere to the following requirements:

- a) There shall be only one Program Coordinator serving as the “administrative lead” per WIC contractor;
- b) There shall be only one Program Nutritionist per WIC contractor;
- c) The Program Coordinator shall be present at each site within the contractor’s service area, whether a permanent or satellite-based operation, to provide oversight and

maintain Quality Assurance of WIC program operations and nutrition services. The Program Coordinator shall spend at least:

- i. eight (8) hours per month at each permanent site and
 - ii. four (4) hours per quarter at each satellite site;
- d) The Program Nutritionist shall function as the service area “nutrition team lead”. As such, the Program Nutritionist shall spend at least: eight (8) hours per month conducting oversight of the nutrition staff at each of the full time (operating five days a week) locations comprising the contractor’s service area;
- e) Nutritionists with site management responsibility at permanent satellite sites must allocate at least 80% of their time to the provision of direct nutrition services under this contract.

SECTION A
subsection A.2

**Special Supplemental Nutrition Program For Women, Infants and Children
(WIC Program)**

1. The contractor shall operate a **Special Supplemental Nutrition Program for Women, Infants and Children (WIC) (hereinafter the “Program”)** for a target population of low-income pregnant, breastfeeding and postpartum women, infants, and children up to five (5) years of age, under the regulations established by the **United States Department of Agriculture (USDA) in the Code of Federal Regulations, Chapter 7, Part 246**, including any amendments thereto which may hereafter be enacted, and as described in the **“Connecticut State WIC Plan of Program Operations and Administration”, hereinafter “the Plan”**, as approved by the USDA annually. The State of Connecticut, Department of Public Health WIC Program shall provide updates of such documents to the contractor on a regular basis.
2. The contractor shall serve an average of 7,065 Program participants from for each month of the contract term.
3. The contractor shall comply with all current fiscal and operational Program requirements prescribed by the **Department and the Food and Nutrition Service (FNS) of the USDA**. In addition to the reporting requirements in **Part I, subsection A.1(5)**, these requirements shall include:
 - a) **an annual budget**, which must be approved by the Department, and
 - b) **an annual plan** including goals and objectives, and
 - c) other documentation as requested by the Department.
4. The contractor shall maintain a minimum staffing level with the capabilities necessary, as outlined in the Plan, to perform “certification” and “nutrition education” procedures within the allowed time frames as established by regulation or Program policy. The contractor’s staff shall develop a **“WIC Nutritional Care Plan”** for those Program participants who are determined, through the “certification” process, to be at high risk for poor pregnancy outcomes or other poor health outcomes due to their nutritional status. Each such Program participant’s “WIC Care Plan” shall include documentation of nutrition education, needs and appropriate referrals
5. The contractor shall maintain a WIC Program staff that is representative of WIC Program participants by gender, race, and ethnicity.
6.
 - a) The contractor shall make available, inform, and actively refer Program participants:
 - i) to other health and social services that are available in the community, and
 - ii) to appropriate WIC services such as nutrition education and counseling.
 - b) Such services shall be made available and accessible to Program participants:
 - i) up to the Program participant’s income level specified for the Program, as outlined in the Plan, and
 - ii) take into consideration transportation, hours of operation, and cultural, language and literacy needs.
7. The contractor’s main office location shall remain open and available for Program participant appointments during all scheduled hours of operation as approved by the Department. An exception is made when a state-sponsored conference or training day is held that requires participation by all Program staff. Requests for any other situation necessitating closing the office must be submitted the Department prior such to closing.
8. Contractor staff identified by the Department shall attend mandatory state-sponsored meetings and trainings unless prior approval is obtained from the Department.
9. The contractor shall provide **nutrition education and nutrition counseling** to Program participants, in compliance with §246.11 of the Federal regulations pertaining to WIC and FNS guidelines and instructions. The contractor shall promote and support breastfeeding in compliance with these regulations and the **Connecticut WIC Program Guidelines for Breastfeeding Promotion and Support**.

10. The contractor shall perform **community outreach activities** in compliance with FNS guidelines to increase participation of the target population in the WIC program. Such outreach activities shall include, but not be limited to, the following: continual contact with all area health care providers, distribution of informational flyers, news articles and by participation at health fairs. The contractor shall maintain a log of outreach activities, which contains evaluation data on the success of the activities in procuring clients.
11. The contractor shall administer a **“food delivery system”**, as described in the Plan, and prescribed by the Department, pursuant to §246.12 of the current FNS regulations pertaining to WIC. This includes the operation and use of the Statewide WIC Information System (SWIS) for data collection, including demographic and health information, documentation of the actions taken by contractor staff, and check issuance and financial reconciliation activities as described in the Plan.
12. The contractor shall be responsible for the installation and maintenance of all cable, connectors, data jacks, and patch panels required to implement the Local Area Network (LAN) for the SWIS, using funds from the budget of this contract. The Department is responsible for the purchase and installation of computer equipment, maintenance, and replacement for the SWIS computer system.
13. The contractor shall provide:
 - a. Annually, by August 30, the **Local Program Plan**, including goals and plan of action for achieving the goals during the upcoming federal fiscal year and an **annual evaluation report** of local Program objectives based on the Program Plan that was submitted and approved by the Department for the previous fiscal year, ending September 30. The evaluation shall include the specific community outreach activities that were performed during the year.

This shall include:

 - i. Conducting an **annual Program participation survey**, with a minimum of 100 participants. The text may be provided by the Department, or may be submitted by the local agency for pre-approval.
 - ii. Conduct **quarterly reviews** of a minimum of 25 Program participant files to confirm documentation requirements for the contracted Program are being met. Documentation of these reviews must be kept on file for verification by the Department during Program reviews.
 - b. **Reimbursement** to the WIC-authorized food stores or pharmacies using non-WIC funds, when WIC-authorized food stores or pharmacies incur documented bank charges due to the errors of the contractor’s staff.
 - c. **Documentation, such as purchase orders and invoices, for all expenditures** of WIC funds. This documentation only needs to be submitted to the department when requested and deemed necessary by the department.
14. The contractor shall include in its **annual Program Plan**, a section detailing the safeguards in place to prevent misuse or loss of funds, materials, and/or equipment acquired under this program, or on loan from the Department. This shall include the method in place to ensure the separation of duties during certification of WIC participants and the method used by the local agency staff to prevent issuing WIC checks for personal use.
15. In addition to the requirements of **Part II, Section C.1** of this contract, changes in personnel (excluding salary), program design or service delivery must receive prior written approval from the Department and shall require formal contract amendment if deemed material by the Department. The contractor shall inform the Department of vacancies in the Program Coordinator or Program Nutritionist positions within a week of their occurrence. In cases where the contractor has advance notice prior to the effective date of such vacancies, the contractor shall notify the Department accordingly. The Department must be notified of the start date of new hires. The contractor shall implement the Program and services described herein to result in the following outcomes for Program participants. The Department shall monitor the outcome results achieved by this and each WIC Program Contractor compared with the statewide averages of outcome

results. Attainment of the following outcome measures must be addressed in the **Local Program Plan**, in **Section 13.a**, above as well as the **annual evaluation report** in **Section 13.b** above.

Outcome	Measures
<p>a. Increase the Program's target population's access to and utilization of primary and preventive health care and other essential public health services to improve their health status.</p>	<p>Pregnant Women: At least 50% of pregnant women participating in the WIC Program shall enroll in the WIC Program during their first trimester of pregnancy.</p>
<p>b. Community-based providers assess the health risks of the people they serve and establish, implement or maintain an appropriate health/care plan.</p>	<p>1. Pregnant Women: At least 70% of pregnant women shall gain appropriate weight. 2. Infants: At least 90% of infants are born within normal weight limits. 3. Postpartum Women: At least 25% of postpartum women shall choose to breastfeed their infants. 4. Postpartum Women: At least 50% of postpartum women achieve improved dietary intake. 5. Children: At least 50% of children are not anemic after participation in the Program.</p>
<p>c. Provide quality health care and related public health prevention activities to the target population who are eligible for Program services.</p>	<p>At least 80% of the participants surveyed will state that they are satisfied or very satisfied with WIC Program services.</p>

Section B
Budget

BUDGET PERIOD: 08/01/2010-09/30/2010
Contract Period: 08/01/2010 to 09/30/2013

WIC Budget Summary Year One

Category	General Administration	Client Services	Nutrition Education	Breast Feeding	Total
Salaries & Wages					
Fringe Benefits					
Equipment					
Contracted Services					
Space Rental					
Supplies					
Postage					
Telephone					
Printing and Copying					
Travel in-state					
Travel out-of-state					
Other					
Total DPH Grant					

BUDGET PERIOD: 10/01/2010-09/30/2011
Contract Period: 08/01/2010 to 09/30/2013
WIC Budget Summary Year Two

Category	General Administration	Client Services	Nutrition Education	Breast Feeding	Total
Salaries & Wages					
Fringe Benefits					
Equipment					
Contracted Services					
Space Rental					
Supplies					
Postage					
Telephone					
Printing and Copying					
Travel in-state					
Travel out-of-state					
Other					
Total DPH Grant					

BUDGET PERIOD: 10/01/2011-09/30/2012
Contract Period: 08/01/2010 to 09/30/2013
WIC Budget Summary Year Three

Category	General Administration	Client Services	Nutrition Education	Breast Feeding	Total
Salaries & Wages					
Fringe Benefits					
Equipment					
Contracted Services					
Space Rental					
Supplies					
Postage					
Telephone					
Printing and Copying					
Travel in-state					
Travel out-of-state					
Other					
Total DPH Grant					

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BUDGET PERIOD: 10/01/2012-09/30/2013
Contract Period: 08/01/2010 to 09/30/2013
WIC Budget Summary Year Four

Category	General Administrati on	Client Services	Nutrition Education	Breast Feeding	Total
Salaries & Wages					
Fringe Benefits					
Equipment					
Contracted Services					
Space Rental					
Supplies					
Postage					
Telephone					
Printing and Copying					
Travel in-state					
Travel out-of-state					
Other					
Total DPH Grant					

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PART II. MANDATORY TERMS AND CONDITIONS

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

A. Client-Related Safeguards

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

B. Contractor Obligations

- 1. Cost Standards.** Effective January 1, 2007, the Contractor and funding state agency shall comply with the Cost Standards issued by the State of Connecticut, Office of Policy and Management ("OPM"), as may be amended from time to time. The Cost Standards are published by OPM on the Web at http://www.opm.state.ct.us/finance/pos_standards/coststandards.htm. Such Cost Standards shall apply to:
 - (a) all new Contracts effective on or after January 1, 2007;
 - (b) all Contract amendments modifying funding, effective on or after January 1, 2007;
 - (c) all Contracts in effect on or after July 1, 2007.
- 2. Credits and Rights in Data.**
 - (a) Unless expressly waived in writing by the Department, all documents, reports, and other publications for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the state and the Department and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify the Department, unless the Department or its agents co-authored said publication and said release is done with the prior written approval of the Commissioner of the Department. Any publication shall contain the following statement: "This publication does not express the views of the Department or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this contract, unless expressly authorized in writing by the Department. The Department shall have the right to publish, duplicate, use and disclose all such data in any manner, and may authorize others to do so. The Department may copyright any data without prior notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Department of such data.
 - (b) "Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.
- 3. Organizational Information, Conflict of Interest, IRS Form 990.** Annually during the term of the contract, the Contractor shall submit to the Department the following:
 - (a) a copy of its most recent IRS Form 990 submitted to the federal Internal Revenue Service, and
 - (b) its most recent Annual Report as filed with the Office of the Secretary of the State or such other information that the Department deems appropriate with respect to the organization and affiliation of the Contractor and related entities.
- 4. Federal Funds.** The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Department shall specify all such requirements in Part I of this contract.
- 5. Audit Requirements.** The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and state single audit standards as applicable.
- 6. Prohibited Interest.** The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding,

extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

7. **Offer of Gratuities.** By its agreement to the terms of this contract, the Contractor certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this contract. The Department may terminate this contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Contractor or its agents or employees.
8. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this clause, to the Department on an annual basis in the appropriate fiscal report as specified in Part I of this contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor, its employees, Board members or members of the Contractor's governing body, and a related party include, but are not limited to:
 - (a) real estate sales or leases;
 - (b) leases for equipment, vehicles or household furnishings;
 - (c) mortgages, loans and working capital loans; and
 - (d) contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor.
9. **Lobbying.** The Contractor agrees to abide by state and federal lobbying laws, and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.
10. **Suspension or Debarment.**
 - (a) Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or local);
 - (2) within a three year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the above offenses;
 - (4) has not within a three year period preceding this agreement had one or more public transactions terminated for cause or fault.
 - (b) Any change in the above status shall be immediately reported to the Department.
11. **Liaison.** Each party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Department in the performance and administration of this contract.
12. **Subcontracts.** For purposes of this clause subcontractors shall be defined as providers of direct human services. Vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program. The subcontractor's identity, services to be rendered and costs shall be detailed in Part I of this contract. Notwithstanding the execution of this contract prior to a specific subcontractor being identified or specific costs being set, no subcontractor may be used or expense under this contract incurred prior to identification of the subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly provided in Part I of this contract. No subcontractor shall acquire any direct right of payment from the Department by virtue of the provisions of this clause or any other clause of this contract. The use of subcontractors, as defined in this clause, shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall make available copies of all subcontracts to the Department upon request.
13. **Independent Capacity of Contractor.** The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in the performance of this contract will act in an independent capacity and not as officers or employees of the State of Connecticut or of the Department.
14. **Indemnification.**
 - (a) The Contractor shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
 - (1) claims arising directly or indirectly, in connection with the contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and
 - (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this contract. The contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the contract.

- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (d) The Contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient general liability insurance to satisfy its obligations under this contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the termination, cancellation or expiration of the Contract, and shall not be limited by reason of any insurance coverage.

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

- (a) The Contractor agrees to be bound by the laws of the State of Connecticut and the federal government where applicable, and agrees that this contract shall be construed and interpreted in accordance with Connecticut law and Federal law where applicable.
- (b) Any dispute concerning the interpretation or application of this contract shall be decided by the Commissioner of the Department or his/her designee whose decision shall be final subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the commissioner pursuant to this provision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Department shall proceed diligently with the performance of the contract.
- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

16. Compliance with Law and Policy. Contractor shall comply with all pertinent provisions of local, state and federal laws and regulations as well as Departmental policies and procedures applicable to Contractor's programs as specified in this contract. The Department shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Department has responsibility to promulgate or enforce.

17. Facility Standards and Licensing Compliance. The Contractor will comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

18. Reports. The Contractor shall provide the Department with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor agrees to provide the Department with such reports as the Department requests.

19. Delinquent Reports. The Contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the Contractor and an opportunity for a meeting with a Department representative, the Department reserves the right to withhold payments for services performed under this Contract if the Department has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with the Department.

20. Record Keeping and Access. The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, federal agencies. The Contractor shall retain all such records concerning this contract for a period of three (3) years after the completion and submission to the state of the Contractor's annual financial audit.

21. Workforce Analysis. The Contractor shall provide a workforce analysis affirmative action report related to employment practices and procedures.

22. Litigation.

- (a) The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this contract, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the contract.
- (b) The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

C. Alterations, Cancellation and Termination

1. Contract Revisions and Amendments.

- (a) The Contractor shall submit to the Department in writing any proposed revision to the contract and the Department shall notify the Contractor of receipt of the proposed revision.
- (b) Contract amendments must be in writing and shall not be effective until executed by both parties to the contract, and, where applicable, approved by the Attorney General.
- (c) No amendments may be made to a lapsed contract.

2. Contract Reduction.

- (a) The Department reserves the right to reduce the Contracted amount of compensation at any time in the event that:
 - (1) the Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld; or
 - (2) federal funding reductions result in reallocation of funds within the Department.
- (b) The Contractor and the Department agree to negotiate on the implementation of the reduction within thirty (30) days of receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within 30 calendar days of such formal notification and a contract amendment has not been executed, the Department may terminate the contract sixty (60) days from receipt of such formal notification. The Department will formally notify the Contractor of the termination date.

3. Default by the Contractor.

- (a) If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this contract the Department may:
 - (1) withhold payments until the default is resolved to the satisfaction of the Department;
 - (2) temporarily or permanently discontinue services under the contract;
 - (3) require that unexpended funds be returned to the Department;
 - (4) assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Department;
 - (5) require that contract funding be used to enter into a subcontract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance;
 - (6) terminate this contract;
 - (7) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this contract or both;
 - (8) any combination of the above actions.
- (b) In addition to the rights and remedies granted to the Department by this contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of this contract.
- (c) Prior to invoking any of the remedies for default specified in this paragraph except when the Department deems the health or welfare of service recipients is endangered as specified in of this contract or has not met requirements as specified in this contract, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within thirty (30) business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within ten (10) business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within ten (10) business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the Commissioner shall be considered final.
- (d) If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.

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

5. Cancellation and Recoupment.

- (a) This agreement shall remain in full force and effect for the entire term of the contract period, above, unless either party provides written notice ninety (90) days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.
- (b) In the event the health or welfare of the service recipients is endangered, the Department may cancel the contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The Department shall notify the Contractor of the specific reasons for taking such action in writing within five (5) business days of cancellation. Within five (5) business days of receipt of this notice, the Contractor may request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to present information on why the Department's actions should be reversed or modified. Within five (5) business days of such

meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Department. This action of the Commissioner shall be considered final.

- (c) The Department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.
 - (d) The Department reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of program(s) under this contract shall not be subject to recoupment. The Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under this contract or any other contract between the State and the Contractor.
- 6. Equipment.** In the event this Contract is terminated or not renewed, the Department reserves the right to recoup any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract. For purposes of this provision, equipment means tangible personal property with a normal useful life of at least one year and a value of at least \$5,000. Equipment shall be considered purchased from Contractor funds and not from Department funds if the equipment is purchased for a program that has other sources of income equal to or greater than the equipment purchase price.
- 7. Transition after Termination or Expiration of Contract.** In the event that this contract is terminated for any reason except where the health and welfare of service recipients is endangered or if the Department does not offer the Contractor a new contract for the same or similar service at the contract's expiration, the Contractor will assist in the orderly transfer of clients served under this contract as required by the Department and will assist in the orderly cessation of operations under this contract. Prior to incurring expenses related to the orderly transfer or continuation of services to service recipients beyond the terms of the contract, the Department and the Contractor agree to negotiate a termination amendment to the existing agreement to address current program components and expenses, anticipated expenses necessary for the orderly transfer of service recipients and changes to the current program to address service recipient needs. The Contractual agreement may be amended as necessary to assure transition requirements are met during the term of this contract. If the transition cannot be concluded during this term, the Department and the Contractor may negotiate an amendment to extend the term of the current contract until the transition may be concluded.
- 8. Program Cancellation.** Where applicable, the cancellation or termination of any individual program or services under this Contract will not, in and of itself, in any way affect the status of any other program or service in effect under this Contract.
- 9. Mergers and Acquisitions.**
- (a) Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department.
 - (b) At least ninety (90) days prior to the effective date of any fundamental changes in corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility, the Contractor shall provide the Department with written notice of such changes.
 - (c) The Contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will provide prior written agreement. The Department shall notify the Contractor of such determination not later than forty-five (45) business days from the date the Department receives such requested documentation.

D. Statutory and Regulatory Compliance

1. Health Insurance Portability Act of 1996 ("HIPAA").

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
 - (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance "with all applicable federal and state law regarding confidentiality, which includes but is not limited to ("HIPAA"), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; *and*
 - (c) The State of Connecticut Department named on page 1 of this Contract (hereinafter "Department") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; *and*
 - (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; *and*
 - (e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; *and*
 - (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) **Definitions**
- (1) **"Business Associate"** shall mean the Contractor.
 - (2) **"Covered Entity"** shall mean the Department of the State of Connecticut named on page 1 of this Contract.
 - (3) **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (4) **"Individual"** shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (5) **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.

- (6) **“Protected Health Information”** or **“PHI”** shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- (7) **“Required by Law”** shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- (8) **“Secretary”** shall mean the Secretary of the Department of Health and Human Services or his designee.
- (9) **“More stringent”** shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
- (10) **“This Section of the Contract”** refers to the HIPAA Provisions stated herein, in their entirety.
- (11) **“Security Incident”** shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- (12) **“Security Rule”** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.

(h) **Obligations and Activities of Business Associates.**

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (12) Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.

- (i) **Permitted Uses and Disclosure by Business Associate.**
- (1) **General Use and Disclosure Provisions** Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (2) **Specific Use and Disclosure Provisions**
- (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) **Obligations of Covered Entity.**
- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) **Term and Termination.**
- (1) *Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.*
- (2) **Termination for Cause** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
- (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
- (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) **Effect of Termination**
- (A) Except as provided in (l)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (m) **Miscellaneous Provisions.**

- (1) **Regulatory References.** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
 - (2) **Amendment.** The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
 - (3) **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
 - (4) **Effect on Contract.** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
 - (5) **Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
 - (6) **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, Contractors or agents, or any third party to whom Business Associate has disclosed PHI pursuant to this Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
 - (7) **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract.
2. **Americans with Disabilities Act of 1990.** This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the state harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor agrees to abide by provisions of § 504 of the Federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. **Utilization of Minority Business Enterprises.** It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government Contracts. The Contractor agrees to use best efforts consistent with 45 C.F.R. §§ 74.160 *et seq.* (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§ 13a-95a, 4a-60 to 4a-62, 4b-95(b), and 4a-60q of the Connecticut General Statutes to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time limited welfare and must find employment. The Contractor and the Department will work cooperatively to determine the number and types of positions to which this paragraph shall apply. The Department of Social Services regional office staff or staff of Department of Social Service Contractors will undertake to counsel and screen an adequate number of appropriate candidates for positions targeted by the Contractor as suitable for individuals in the time limited welfare program. The success of the Contractor's efforts will be considered when awarding and evaluating Contracts.
5. **Non-discrimination Regarding Sexual Orientation.** Unless otherwise provided by Conn. Gen. Stat. § 46a-81p, the Contractor agrees to the following provisions required pursuant to § 4a-60a of the Connecticut General Statutes:
- (a)
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the Contractor agrees to provide each labor union or representatives of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to § 46a-56 of the Connecticut General Statutes;
 - (4) the Contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to provisions of this section and § 46a-56 of the Connecticut General Statutes.
 - (b) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with § 46a-56 of the Connecticut General Statutes provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the

commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

6. Nondiscrimination and Affirmative Action Provisions in Contracts of the State and Political Subdivisions Other Than Municipalities. The Contractor agrees to comply with provisions of § 4a-60 of the Connecticut General Statutes:

- (a) Every Contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;
 - (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
 - (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (4) the Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f;
 - (5) the Contractor agrees to provide the commission of human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and Conn. Gen. Stat. § 46a-56. If the Contract is a public works Contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (b) For the purposes of this section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one percent or more of capital stock, if any, or assets of which is owned by a person or persons:
- (1) who are active in the daily affairs of the enterprise;
 - (2) who have the power to direct the management and policies of the enterprise; and
 - (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 49-60g.
- (c) For the purposes of this section, "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determinations of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative action advertising; recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (e) Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provision shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

7. Government Function; Freedom of Information. If the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contract is for the performance of a governmental function, as that term is defined in Conn. Gen. Stat. § 1-200(11), the Department is entitled to receive a copy of the records and files related to the Contractor's performance of the governmental function, and may be disclosed by the Department pursuant to the Freedom of Information Act.

8. Whistleblowing. This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five

thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

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

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

10. Non-smoking. If the Contractor is an employer subject to the provisions of § 31-40q of the Connecticut General Statutes, the Contractor agrees to provide upon request the Department with a copy of its written rules concerning smoking. Evidence of compliance with the provisions of § 31-40q of the Connecticut General Statutes must be received prior to Contract approval by the Department.

11. Executive Orders.

(a) **Executive Order No. 3: Nondiscrimination.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to nondiscrimination, until the Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

(b) **Executive Order No. 16: Violence in the Workplace Prevention Policy.** This Contract is subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated or suspended by the Contracting agency or the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Contract, as part of the consideration hereof, agree that:

- (1) Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow;
- (2) weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury;
- (3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site;
- (4) Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules; (5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.

- (c) **Executive Order No. 17: Connecticut State Employment Service Listings.** This Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the Contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number 17, notwithstanding that the Labor Commissioner may not be a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
- (d) **Executive Order No. 7C: Contracting Standards Board.** This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:
- (1) The State Contracting Standards Board ("Board") may review this Contract and recommend to the state Contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or section 4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency.
 - (2) For purposes of this Section, "Contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title.
 - (3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.
- (e) **Executive Order No. 14: Procurement of cleaning products and services.** This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

See SEEC FORM 11 on next 2 pages

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.

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

E. ACCEPTANCES AND APPROVALS

The Contractor herein IS NOT a Business Associate under HIPAA:

By the Contractor:

Contractor (Corporate/Legal Name of Contractor)

Signature (Authorized Official)

Date

(Typed Name of Authorized Official)

Title

Documentation necessary to demonstrate the authorization to sign must be attached.

By the Department:

Department of Public Health

Department Name

Signature (Authorized Official)

Date

(Typed Name of Authorized Official)

Title

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

Assistant / Associate Attorney General

Date

(Printed name)

If checked, this Contract used a template for Part I which was reviewed and approved by the Office of the Attorney General (OAG) **and** is listed in the Waiver from OAG review in the Memorandum of Agreement currently in effect with the Department.

INSTRUCTIONS FOR SIGNING
SECRETARIAL CERTIFICATION OF AUTHORIZED SIGNATURE PAGE

1. The name and title of the Official or Corporation Secretary *must* be entered. This cannot be the person who signed the contract.
2. Corporation name/contractor, no abbreviations unless it is legally abbreviated in the charter. Exception: Corp. is a legal abbreviation.
3. Enter state of incorporation.
4. Enter the date, month, year, and location where the resolution was passed. The date must be on or before the date the contract was signed.
5. Enter the legal name and title of the major signatory.
6. Enter the name of the secondary person who would be empowered to sign in the absence of the primary person (if any authorized by the board).
7. Enter the date the certification was signed.
8. Enter the secretary or authorized Official's signature. The date must be on or after the date the contract was signed.
9. Affix the Corporate body seal. If the corporation does not have an official seal type the abbreviation [L.S.].

IMPORTANT:

10. Name of Certifying Official must be typed exactly the same at the beginning of Document as at the end of the Document. Signature must match typed name exactly.

(White-out is not acceptable!)***

11. Name of person signing contract must be typed exactly the same in both the Corporate Certification and the Acceptances and Approvals pages. Signature must match typed name exactly on Acceptances and Approvals page. (e.g. If name is typed with middle initial it must be signed with middle initial)

(White-out is not acceptable!)***

*** (We can supply you with additional blank forms if necessary.)

k-cert.ins. rev. 5/24/95

Contract: #2010-

SECRETARIAL CERTIFICATION OF AUTHORIZED SIGNATURE

_____ of
(Name and Title of Certifying Official/Secretary)

_____, a Corporation organized
(Name of Contractor/Corporation)

and existing under the laws of the _____ hereby certify pursuant to a resolution
State of _____

adopted at a meeting of the Board of _____ day of _____
Directors, on the _____

at _____
(Location)

that _____ and in his/her absence,
(Authorized Official/Name and Title)

_____ have been empowered to sign contracts and any
or it's amendments hereto, on behalf of the Corporation, between the Corporation and the
Department of Public Health successor agency, AND I DO FURTHER CERTIFY that the above
resolution
has not been in anyway altered, amended or repealed and is now in full force or effect.

Subscribed and sworn to before me _____ day of _____ 2
this _____ 0 _____

SIGNATURE (Certifying Official)

Name & Title of Certifying Official (Type or Print)

Corporate Body Legal Seal:

Nondiscrimination Certification Instructions

1. The governing body of your corporation, company, or entity must pass a resolution adopting and supporting nondiscrimination agreements and warranties as indicated in the attached certification
2. Enter the legal Name and Title of the Signer if not already included on the form (2 places).
3. Enter Corporation / Contractor Name with **no** abbreviations unless it is legally abbreviated in the charter (3 places). Exception: Corp. is a legal abbreviation.
4. Enter State or Commonwealth of Incorporation (2 places).
5. Enter the Day, Month, Year, when the Resolution was passed.
6. Enter the Day, Month, Year, the certification was signed.
7. Enter the Signer's Signature.

IMPORTANT

8. The Resolution **must** be Worded **exactly** as printed on the Certification Form and the resolution must be presently in full force and effect.
9. Name of Signer must be typed **exactly** the same at the beginning of Document as at the end of the Document. Signature must match typed name **exactly**.

Any type of correction fluid or tape is not acceptable! ***

*** We can supply additional forms if necessary.

CERTIFICATION

I _____ an entity lawfully organized and existing under the laws of _____, do hereby certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____, ___ by the governing body of _____, in accordance with all of its documents of governance and management and the laws of _____ and further certify that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect.

RESOLVED: That _____ hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Conn. Gen. Stat. § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142, as those statutes may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed this certificate this _____ day of _____, ____.

Signature

Print Name: _____

Title: _____

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-68-17 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, detach along dotted 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:



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

OFFICE OF COMMISSIONER

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 maybe 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.

January 21, 2004

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

An Equal Opportunity Employer

**CONNECTICUT COMMISSION ON HUMAN RIGHTS & OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS**

Sec. 46a-68j-23. Obligation of Contractors

Every contractor awarded a contract subject to contract compliance requirements shall:

1. Comply fully with all federal and state anti-discrimination laws, and shall not discriminate or permit a discriminatory practice to be committed;
2. Cooperate fully with the Commission;
3. Submit periodic reports of its employment and subcontracting practices in such a form, in such a manner and at such time as may be prescribed by the Commission;
4. Provide reasonable technical assistance and training to minority business enterprises to promote the participation of such concerns in state contracts and subcontracts;
5. Make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises;
6. Maintain full and accurate support data for a period of two (2) years from the date the record is made or the date the contract compliance form is submitted, whichever is later, provided that this provision shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;
7. Not discharge, discipline or otherwise discriminate against any person who has filed a complaint, testified or assisted in any proceeding with the Commission;
8. Make available for inspection and copying any support data requested by the commission and make available for interview any agent, servant or employee having knowledge of any matter concerning the investigation of a discriminatory practice, complaint, or any matter related to contract compliance review;
9. Include a provision in all subcontracts with minority business enterprises requiring that the minority business enterprise provide the Commission with such information on the structure and operations as the commission finds necessary to make an informed determination as to whether the standards of Section 4a-60 of the Connecticut General Statutes as amended by Sec. 2 of Public Act 89-253 has been met and
10. Undertake such other reasonable activities or efforts as the Commission may prescribe to ensure the participation of minority enterprises as state contractors and subcontractors.

Sec. 46a-68j-24 Utilization of Minority Business Enterprises

- (a) Contractors shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on all projects subject to contract compliance requirements.

Contractor:

Contract Period: August 1, 2010 through September 30, 2013

Name of DPH Contact Person:

Contracts Management Unit

DPH Contract Log:

**Certification Regarding Anti-Lobbying Activities for DPH Contracts
and Subcontracts Exceeding \$100,000 of Federal Funds**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL. "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification(1. and 2. above) be included in the award documents for all subawards at all tiers (including subcontractors, subgrants and contracts under federal grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352 title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Contractor Authorized Signature

Date

Typed Name and Title

NOTE: THIS CERTIFICATION MUST BE SIGNED AND RETURNED TO THE DPH INDIVIDUAL DESIGNATED BEFORE A CONTRACT EXCEEDING \$100,000 IN FEDERAL FUNDS WILL BE EXECUTED.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

1. Type of Federal Action

- a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action

- a. bid/offer/application
b. initial award
c. post award

3. Report Type

- a. initial filing
b. material change
for material change only
year quarter
date of last report

4. Name and Address of Reporting Entity:

Form fields for reporting entity name and address, including checkboxes for Prime and Subawardee.

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Form fields for subawardee prime name and address.

Congressional District, if known:

Congressional District, if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

Form fields for federal department/agency.

Form fields for federal program name/description.

8. Federal Action Number, if known:

CFDA Number, if applicable:

9. Award Amount, (if Known):

\$

10. a. Name and Address of Lobbying Entity (of individual, last name, first name, MI):

10. b. Individuals Performing Services (including address of different from No.10a) (last name, first name, MI):

Form fields for lobbying entity name and address.

Form fields for individuals performing services name and address.

(attach Continuation Sheet(s) SF-LLL-A if necessary)

11. Amount of Payment (check all that apply):

13. Type of Payment (check all that apply):

\$ actual planned

- a. retainer
b. one-time fee
c. commission
d. deferred
e. other, specify

12. Form of Payment (check all that apply):

- a. Cash
b. in-kind; specify: nature value

14. Brief Description of Services Performed or to be Performed or to be performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

15. Continuation Sheet(s) SF-LLL-A attached: Yes No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Signature, Print Name, Title, Telephone #, Date fields.

Federal Use Only

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Reporting Entity

Page ___ of ___

Appendix C to Part ____ - Contract Clause

NEW RESTRICTIONS ON LOBBYING

(a) Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

- 1) The awarding of any Federal contract;
- 2) The making of any Federal grant;
- 3) The making of any Federal loan;
- 4) The entering into of any cooperative agreement; and,
- 5) The extension, continuation, renewal, amendment, or modification of any
- 6) Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- 1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- 2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- 3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- 4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment": means, with respect to professional and other "technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a

Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of paragraph (b) (2) (i) (A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(C) For purposes of paragraph (b) (2) (I) (A) of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

- 1) Discussing with any agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- 2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) For purposes of paragraph (b) (2) (i) (A) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

- 1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- 2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
- 3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(E) Only those activities expressly authorized by paragraph (b) (2) (I) of this section are allowable under paragraph (b) (2) (I).

(ii) Professional and technical services by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contractor or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(B) For purposes of paragraph (b) (2) (ii) (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by paragraph (b) (2) (ii) of this section are allowable under paragraph (b) (2) (ii).

(iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving the Federal contract.

(B) For purposes of paragraph (b) (2) (iv) (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal

services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(E) Only those services expressly authorized by paragraph (b) (2) (iv) of this section are allowable under paragraph (b) (2) (iv).

(c) Disclosure.

(1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in _____, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.

(2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.

(3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c) (2) of this section. An event that materially affects the accuracy of the information reported includes:

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(iii) A change in the officer(s), employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.

(4) Any person who requests or receives from a person referred to in paragraph (c) (2) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) (a) of this section. That person shall forward all disclosure forms to the agency.

(d) Agreement. In accepting any contract resulting from this solicitation, the person submitted the offer agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person whom makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

(2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) Contractors may rely without liability on the representations made by their subcontracts in the certification and disclosure form.

(f) Cost allow-ability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.