

707

X MOA - Financial

**Part 1 Face Sheet  
MEMORANDUM OF AGREEMENT  
STATE OF CONNECTICUT  
Department of Social Services  
CONTRACT ADMINISTRATION**

1. Indicate Memorandum Type. Non-financial agreements do not require fiscal review.
2. Prepare two original copies.
3. Originating agency internal approvals must be shown prior to contracting state agency acceptance.
4. The Department of Social Services and the Contractor as listed below hereby enter into an agreement subject to the terms and conditions stated herein and subject to the applicable provisions of the Connecticut General Statutes.
5. Acceptance of this contract implies conformance with terms and conditions as stated in this agreement.

	(1) ORIGINAL <input type="checkbox"/> (2) AMENDMENT <input checked="" type="checkbox"/> #1	(3) DSS Identification No. 13DSS4602H / 093GCC-FSE-02	(4) Contracting Agency Identification
CONTRACTING STATE AGENCY	(5) Contracting State Agency Name <b>GATEWAY COMMUNITY COLLEGE</b>		(6) Contracting State Agency State Number  (7) Contracting State Agency FEIN <b>421678331</b>
	(8) Contracting State Agency Address <b>20 Church Street, New Haven, CT 06510</b>		(9) Contracting State Agency Liaison & Phone No. <b>Victoria Bozzuto - 203-285-2408</b>
ORIGINATING STATE AGENCY	(10) Originating State Agency <b>Department of Social Services</b>		(11) Originating State Agency Number <b>DSS6000</b> (12) Originating State Agency FEIN
	(13) Originating State Agency Address <b>25 Sigourney Street, Hartford, CT 06106</b>		(14) Originating State Agency Liaison & Phone No. <b>Willard Seedman - 860-424-5109</b>
CONTRACT PERIOD	(15) Contract Period (From - To) <b>01/01/2013 - 09/30/2015</b>		(16) Funding Period (From -To) <b>01/01/2013 - 09/30/2013</b>
CANCELLATION CLAUSE	This agreement shall remain in full force and effect for the entire term of the contract period stated above unless cancelled.		(17) Required No. Of Days Written Notice. <b>Thirty (30)</b>
COMPLETE DESCRIPTION OF SERVICE	(18) The contracting state agency agrees to comply with the terms of the agreement as described herein.		
COST AND SCHEDULE OF TRANSFER CERTIFICATES	(19) The contract amount is increased \$126,000.00 from \$125,000.00 to \$251,000.00. The maximum dollar value of this contract shall not exceed \$251,000.00. Upon execution and approval of this contract by the Commissioner, the Contractor shall provide services and submit transfer invoices for approval. Upon approval, the Department shall process the transfer invoices in accordance with the payment terms on page 2 of this agreement.		

(20) Line No.	(21) Budget Reference	(22) Fund	(23) Department	(24)		(25) Account	(26) Project/Grant	(27) Chart 1	(28) Chart 2	(29) Amount
				Program	SID					
	2014	12060	DSS60799	52003	20735	55120	DSS000000031905	168046	NO_CODE	\$125,000.00
	2014	12060	DSS60799	52003	20735	55050	DSS000000031906	168046	NO_CODE	\$500.00
	2014	11000	DSS60799	52003	16098	55070	DSS_NONPROJECT	168046	NO_CODE	\$500.00

(30) ACCEPTANCE AND APPROVALS

(31) STATUTORY AUTHORITY - §4-8, 17b-3

(32) Department of Social Services PROGRAM DIRECTOR	Ron Roberts, Director SNAP Division	DATE <b>1/30/14</b>
(33) Department of Social Services FISCAL OFFICIAL	Michael Gilbert, Director Division of Fiscal Management & Analysis	DATE <b>1/30/14</b>
(34) Department of Social Services CONTRACT ADMINISTRATOR	Andrea Alexander Contract Administration & Procurement	DATE <b>1/31/14</b>
(35) CONTRACTING STATE AGENCY AUTHORIZED OFFICIAL	Victoria Bozzuto, Dean Workforce Development and Continuing Education	DATE <b>11/14/13</b>
(36) ORIGINATING AGENCY AUTHORIZED OFFICIAL	Roderick L. Bremby, Commissioner Department of Social Services	DATE <b>1/31/14</b>

1. The dollar value of the contract is increased by \$126,000.00 for federal fiscal year 2014 from \$125,000.00 to \$251,000.00. The increase is comprised of \$125,000.00 for employment and training services and \$1,000.00 for participant expense reimbursement. Participant reimbursement funds are only available October 1 through June 1 of the current fiscal year. Reimbursement funds are for SNAP employment and training related expenses including but not limited to transportation, childcare, books and training materials, uniforms and/or special clothing, costs of special certificates and/or licenses needed to obtain employment after completion of the course, and any other item(s) needed for participation in the SNAP E&T program.
2. All other terms and conditions not specifically amended herein shall remain in full force and effect.



**Part 1 Face Sheet**  
**MEMORANDUM OF AGREEMENT**  
**STATE OF CONNECTICUT**  
**Department of Social Services**  
**CONTRACT ADMINISTRATION**

**X MOA - Financial**

**MOU - Non-Financial**

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	(1) ORIGINAL <input checked="" type="checkbox"/> (2) AMENDMENT <input type="checkbox"/>	(3) DSS Identification No. <b>13DSS4602II</b>	(4) Contracting Agency Identification	
CONTRACTING STATE AGENCY	(5) Contracting State Agency Name <b>GATEWAY COMMUNITY COLLEGE</b>		(6) Contracting State Agency State Number <b>093GCC-FSE-02</b>	(7) Contracting State Agency FEIN <b>421678331</b>
	(8) Contracting State Agency Address <b>20 Church Street, New Haven, CT 06510</b>		(9) Contracting State Agency Liaison & Phone No. <b>Victoria Bozzuto - 203-285-2408</b>	
ORIGINATING STATE AGENCY	(10) Originating State Agency <b>Department of Social Services</b>		(11) Originating State Agency Number <b>DSS6000</b>	(12) Originating State Agency FEIN
	(13) Originating State Agency Address <b>25 Sigourney Street, Hartford, CT 06106</b>		(14) Originating State Agency Liaison & Phone No. <b>Willard Seedman - 860-424-5109</b>	
CONTRACT PERIOD	(15) Contract Period (From - To) <b>01/01/2013 - 09/30/2015</b>		(16) Funding Period (From -To) <b>01/01/2013 - 09/30/2013</b>	
CANCELLATION CLAUSE	This agreement shall remain in full force and effect for the entire term of the contract period stated above unless cancelled.		(17) Required No. Of Days Written Notice. <b>Thirty (30)</b>	
COMPLETE DESCRIPTION OF SERVICE	(18) The contracting state agency agrees to comply with the terms of the agreement as described on pages 2 through 15 herein.			
COST AND SCHEDULE OF TRANSFER CERTIFICATES	(19) The maximum dollar value of this contract shall not exceed \$125,000.00. Upon execution and approval of this contract by the Commissioner, the Contractor shall provide services and submit transfer invoices for approval. Upon approval, the Department shall process the transfer invoices in accordance with the payment terms in Part 4 of this agreement.			

(20) Line No.	(21) Budget Reference	(22) Fund	(23) Department	(24)		(25) Account	(26) Project/Grant	(27) Chart 1	(28) Chart 2	(29) Amount
				Program	SID					
	2013	12060	DSS60799	52003	20735	55120	DSS000000031905	168046	NO_CODE	\$125,000.00

**(30) ACCEPTANCE AND APPROVALS**

**(31) STATUTORY AUTHORITY - §4-8, 17b- 3**

(32) Department of Social Services PROGRAM DIRECTOR	Ron Roberts, Director SNAP Division	DATE <i>1/11/13</i>
(33) Department of Social Services FISCAL OFFICIAL	Lee Voghel, Director Division of Fiscal Management & Analysis	DATE <i>1-11-13</i>
(34) Department of Social Services CONTRACT ADMINISTRATOR	Andrea Alexander, Contracts Admin.	DATE <i>1/15/13</i>
(35) CONTRACTING STATE AGENCY AUTHORIZED OFFICIAL <i>Victoria K. Bozzuto</i>	Victoria Bozzuto, Dean Workforce Development and Continuing Education	DATE <i>1/9/13</i>
(36) ORIGINATING AGENCY AUTHORIZED OFFICIAL <i>[Signature]</i>	Roderick L. Bremby, Commissioner Department of Social Services	DATE <i>1/14/2013</i>

**PART 2**  
**Memorandum of Agreement**  
**Standard Terms and Conditions**

**Between**  
**The Department of Social Services**  
**and**  
**Gateway Community College**

**A. GENERAL CONTRACT PROVISIONS**

**1. Procurement and Contractual Agreements**

The terms and conditions contained in this section constitute a basis for any contract with other Connecticut State Agencies. As used in this agreement, the term "Memorandum of Agreement" and "MOA" is consistent with the term "contract" and the term "DSS" is consistent with the Department of Social Services and the term "GCC" is consistent with Gateway Community College.

**2. Contract Period**

This agreement shall be in effect from January 1, 2013 and shall be in effect until September 30, 2015 by mutual agreement of the parties or "suspended" with 30 days advance written notice by one party to the other.

**3. Contract Revision or Amendment**

- a. Either party may request or suggest a revision or amendment to the contract's Complete Description of Services (hereinafter referred to as "Scope of Work" or "Part 3" of this contract);
- b. A formal contract amendment shall be required only for extension to the contract period, revision to the Budget and Payment Provisions, and any other provision determined material by either party. A contract amendment shall not be effective until executed by both parties.
- c. No amendment or revision may be made to a contract if the contract period as negotiated per Section A. 2. has expired.

**4. Assignment**

Either party shall not assign or transfer any interest in this contract without the prior written approval of the Liaison(s) as set forth in Section 5. b. This shall not be construed as limiting the rights to subcontract some of the services to be performed hereunder as provided in this contract.

**5. Liaison And Notices**

- a. Both parties agree to have specifically named liaisons at all times. These representatives of the parties will be the first contacts regarding any questions and problems, which may arise during implementation and operation of the contract.
- b. Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery. Notices shall be addressed as follows:

In case of notice to the Contractor:

Ms. Victoria L. Bozzuto  
Dean, Workforce Development and Continuing Education  
Gateway Community College  
20 Church Street  
New Haven, CT 06510



In case of notice to DSS for contractual matters:

Ms. Tina McGill  
Fiscal Administrative Officer  
25 Sigourney Street  
Hartford, CT 06106

In case of notice to DSS for scope of service matters:

Ms. Jana Engle  
Field Representative  
25 Sigourney Street  
Hartford, CT 06106

In case of notice to DSS for fiscal matters:

Mr. Lee Voghel  
Director, Division of Fiscal Analysis  
25 Sigourney Street  
Hartford, CT 06106

- c. Said notices shall become effective on the date of receipt or the date specified in the notice, whichever comes later. Either party may change the address or liaison for notification purposes by mailing a notice stating the change and noting the new address and liaison.

#### **6. Maintenance of Separate Records**

GCC shall maintain records in a manner that will enable DSS to easily audit and examine any books, documents, papers and records maintained in support of the contract. All such documents shall be made available to DSS at its request, and shall be clearly identifiable as pertaining to the contract.

#### **7. Examination of Records**

DSS and its duly authorized representatives during the contract period and for a period of five (5) years after the services performed under this contract or any extension and all pending matters are closed shall have access to and the right to examine any of its books, records, including but not limited to records, documents and papers pertinent to this contract for the purpose of making audit, examination, excerpts and transcriptions.

### **3. INTERPRETATIONS AND DISPUTES**

#### **1. Settlement Of Disputes**

Any dispute concerning a question of fact arising under the contract, which is not disposed of by agreement, shall be decided by the DSS Contract Administrator as identified in Section 5. b. The decision of the DSS Contract Administrator shall not be binding if appealed by the President of GCC to the Commissioner of DSS and the Commissioner of DSS upholds the appeal. Pending final decision of a dispute, GCC shall proceed diligently with the performance of the contract in accordance with the Contract Administrator's decision.

## 3. EXECUTIVE ORDERS NOS. 3, 16, 17, 7C & 14

- (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.

## D. HIPAA Requirements:

*NOTE: Numbering in this Section may not be consistent with the remainder of this contract as much of it is presented verbatim from the federal source.*

1. If the Contactor is a Business Associate under 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.
2. 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 the requirements of the Health Insurance Portability and Accountability Act of 1996 (“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*
3. The State of Connecticut Department named on page 1 of this Contract (hereinafter “Department”) i a “covered entity” as that term is defined in 45 C.F.R. §160.103; *and*

4. 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*
5. The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. §160.103; *and*
6. The Contractor and the Department agree to the following in order to secure compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C and E:

#### Definitions

- A. Business Associate. “Business Associate” shall mean the Contractor.
  - B. Covered Entity. “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.
  - C. Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. §164.501.
  - D. Individual. “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).
  - E. Privacy Rule. “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.
  - F. Protected Health Information. “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.
  - G. Required by Law. “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. §164.103.
  - H. Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
  - I. More Stringent. “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. §160.202.
  - J. Section of Contract. “(T)his Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
  - K. Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. §164.304.
  - L. Security Rule. “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.
- I. Obligations and Activities of Business Associates
- A. 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
  - B. 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.
  - B1. (NEW) 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.



- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.

## II. Permitted Uses and Disclosure by Business Associate

- A. 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.
- B. Specific Use and Disclosure Provisions:
  1. 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.
  2. 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.
  3. 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(c)(2)(i)(B).

V. Obligations of Covered Entity

- A. 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.
- B. 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.
- C. 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.

√. 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.

√I. Term and Termination

- A. 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.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - 1. 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
  - 2. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
  - 3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- C. Effect of Termination.
  - 1. Except as provided in paragraph (ii) of this Subsection c, 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.



2. 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.

## √VII. Miscellaneous HIPAA Provisions

- A. **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.
- B. **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.
- C. **Survival.** The respective rights and obligations of Business Associate under Section 6, Subsection c of this Section of the Contract shall survive the termination of this Contract.
- D. **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.
- E. **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.
- F. **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 paragraph II D of this Section of the 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.
- G. **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.

## 3. NON-DISCRIMINATION

- a. For the purposes of this section "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. For the purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

For the purposes of this Section, "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- b. 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 the Contractor that such disability prevents performance of the work involved; The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to the state that it is an "affirmative action - equal opportunity employer" in accordance with regulations adopted by the Commission; The Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's 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; 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; The Contractor agrees to provide the Commission on Human Rights And Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56 of the CGS. 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 projects.
- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e. The Contractor shall include the provisions of subsection (b) 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 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 any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.
- g. The Contractor agrees to the following provisions: The contractor agrees and warrants that in the performance of the agreement 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; the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of



the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the general statutes; the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56 of the general statutes.

- h. The contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the 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.

### **3. TERMINATION**

Either party may terminate this agreement upon thirty (30) days advance written notice delivered to the other party specifying a date of termination. In the event either party is unable to fulfill its responsibilities hereunder as a result of impossibility of performance, illegality, acts of God, or any other reasons, termination of this agreement shall be effected by forwarding to the other party written notice immediately, but at least thirty (30) days prior to said termination. The notice shall describe and identify the contingency which gives rise to the notice of termination and shall be forwarded via certified mail, postage prepaid, return receipt requested.

### **3. MISCELLANEOUS**

#### **1. Force Majeure**

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

## PART 3

### Memorandum of Agreement Scope of Work

#### A. Purpose

To provide Supplemental Nutrition Assistance Program (SNAP) employment and training (E&T) programs for eligible SNAP recipients (hereinafter "participants") who are not receiving cash assistance from the Temporary Family Assistance Program. SNAP employment and training funds cannot be used for recipients of the Temporary Family Assistance (TFA) program.

#### B. Statutory Authority

§ 4-8 and 17b-3 of the Connecticut General Statutes; 7 Code of Federal Regulations: 273.4, 273.7

#### C. Complete Description of Services

Throughout the term of this agreement, the Contractor shall:

1. Assess eligible individuals to determine career goals, skills, abilities, educational level and other job-related assets and barriers to determine individual training plans. SNAP participants shall not be engaged in programs for professions in which they are prohibited by law from being employed. SNAP participants shall be academically qualified for the program and shall not engage in two GCC programs sequentially for professions that are not related.
2. Based upon the results of the individual training plan, engage participants in appropriate non-credit certificate programs and appropriate support programs/services sequentially or concurrently. Appropriate programs must be short-term (defined as one year or less) that provide a direct link to employment. Approved training programs include but are not limited to those listed later in this section. GCC may add programs and support programs/services with prior approval by the Food and Nutrition Services and the Department of Social Services.
3. The GCC employment and training program is a voluntary participation program. The Department of Social Services will provide GCC with an electronic file monthly of active SNAP recipients. If the participant is on the DSS list at both the point of enrollment and on the last regular business day of the college before the first meeting of the course, GCC shall claim the cost of instruction in accordance with the college's official refund policy. If the participant is not an active SNAP participant on or before the end of the last regular business day of the college before the first meeting of the course, GCC shall not claim the cost of instruction.

Appropriate programs include but are not limited to:

Bookkeeping Certificate  
Business Professional Certificate  
CompTIA A+ Certification  
CompTIA Networking+ Technology  
Computer-Aided Drafting (CAD)  
Customer Service/Better Business Practices  
Desktop Publishing Certificate  
Digital Printing and Production Certificate  
Environmental Technology and Safety  
Medical Billing Associate Certificate  
Pharmacy Technician  
Precision Manufacturing and Machine Trade Technology  
Railroad Engineering and Electronics Technology  
Solar PV Technical Sales



- k. Federal cost policy guidance addresses allowable expenses in OMB Circulars A-87-21, A-110 and A-122. Allowable expenses include but are not limited to textbooks, student classroom supplies, uniforms & related items, and bus passes. Other items may be allowed in accordance with the aforementioned guidance with prior approval from the Department.
- i. During the term of the contract the Department shall reimburse GCC an amount up to fifty per cent of the expenditures made by the college in administering the program. Reimbursable costs must be for expenditures from non-federal funds, or funds not used to meet a matching or maintenance of effort requirement for a federal program. Reimbursed funds shall be used for the same purposes as provided in the contract or for another purpose agreed to by the Department. The Department will retain 5% of the USDA reimbursement for its administrative costs related to this program.

## **2. Coordinating and Support Staff**

1. GCC shall assign the following staff to administer and support this program:

Up to 20 hours SNAP Administrator/Intake/Retention Coordinator

## **3. Reporting and Documentation**

1. Throughout the term of this agreement, GCC shall verify that the SNAP employment and training participant is an active SNAP recipient at the point of enrollment, on the college's last regular business day before the first class meeting of the course and monthly while receiving services and programs through GCC. GCC shall maintain a confidential file for each SNAP participant that includes but is not limited to a narrative of all contacts, programs that the participant was referred to and identification of GCC support services provided. GCC shall submit a monthly Program Participant Report to the state agency liaison person listed on page 1 of this memorandum at Department of Social Services, 25 Sigourney Street, Hartford, CT 06106, in a format that is agreed upon by the Department and the Contractor. The monthly report will include, but is not limited to, the following data elements: participant name and identification number, type and cost of program services received, attendance status and program start and completion dates. The monthly report shall be submitted to DSS no later than the 15<sup>th</sup> of each month.
2. Throughout the term of this agreement, GCC shall submit a quarterly expense report to the department's staff representative located at Department of Social Services, 25 Sigourney Street, Hartford, CT 06106, in a format agreed upon by the Department and the Contractor. The monthly report will be due by the 15<sup>th</sup> of the month following the last day of the reported quarter during the agreement term. The Expense Report scheduled due dates are April 15, 2013, July 15, 2013, October 15, 2013, January 15, 2014, April 15, 2014, July 15, 2014, October 15, 2014, January 15, 2015, April 15, 2015, July 15, 2015 and October 15, 2015. Expense reports will list total expenses incurred and expenditures made from non-federal funding sources in each budget category for the reported months in each quarter along with year-to-date figures. GCC shall also submit a quarterly unduplicated count of participants to the department's staff representative.
3. GCC will be responsible for maintaining time and effort reports which are required for all paid staff charged to the grant.
4. GCC is responsible for providing and documenting the non-federal funds needed to earn the federal reimbursement funds. The contractor must retain documentation of said non-federal funds and make it available for review. In addition, the contractor must identify these funds and the source of these funds in writing and certify that the non-federal money is not being used as match for any other federally funded program.
5. GCC will email surveys to SNAP E&T graduates three months after program completion for the purpose of gathering employment data.
6. GCC will submit an annual report to DSS by October 31<sup>st</sup> of each year. The annual report shall include but not be limited to the unduplicated count of SNAP participants served, program outcomes (withdrawals, successful completions, failures) and employment survey results.

**7. Responsibilities of the Department**

1. The Department shall execute a transfer invoice to process the transfer of funds to GCC in a timely manner upon request for such funds supported by documentation of the allowable expenses incurred.
2. The Department shall provide GCC's designated contact with a monthly electronic file of SNAP recipients for participation in the SNAP E&T reimbursement program. This file shall constitute a referral for the SNAP E&T program.
3. The Department shall provide guidance and technical assistance, as needed, regarding the SNAP E&T reimbursement program implementation, reporting requirements/deliverables and management of funds.



## PART 4

### Memorandum of Agreement Budget and Payment Provisions

#### A. Budget

The Department agrees to pay for services provided under this contract as described in Part 3 of this MOA at an amount not to exceed **\$125,000.00** for the FFY 2013. The entire contract period shall be January 1, 2013 through September 30, 2015. Contract amounts for Federal Fiscal Years 2014 and 2015 shall be added to this agreement through separate contract amendments when each year's funding level is known.

#### 3. Payment Provisions

GCC will submit quarterly written requests for payment on a Transfer Invoice to the Department's Program representative located at Department of Social Services, 25 Sigourney Street, Hartford, CT 06106. Requests for payment will be honored and funds released based on submission by GCC, with review and acceptance by the Department, of monthly programmatic and quarterly financial reports; the availability of funds; and GCC's satisfactory compliance with the terms of the agreement.

##### 1. Overpayments:

In the event the Department overpaid GCC, the college shall at the end of the agreement term, or earlier if the agreement is terminated, return to the Department in full any unexpended funds within 30 days; or such unexpended funds may, at the discretion of the Commissioner of the Department, be carried over and used as part of a new agreement period if a new or similar agreement is executed.

##### 2. Federal Claim:

GCC acknowledges that DSS may claim the funds provided through this Agreement as part of a DSS federal claim and therefore, are not to be used as a match for any other federal program. The Contractor shall include this provision in any subcontract agreements that are funded, in whole or in part, by the funds from this agreement.