

STATE OF CONNECTICUT  
DEPARTMENT OF SOCIAL SERVICES

**CONTRACT AMENDMENT**

**Contractor:** COMMUNITY HEALTH NETWORK OF CONNECTICUT, INC.  
**Contractor Address:** 11 FAIRFIELD BLVD, WALLINGFORD, CT 06492  
**Contract Number:** 148CHN-MED-03 / 12DSS1202GQ  
**Amendment Number:** A2  
**Amount as Amended:** \$3,726,799  
**Contract Term as Amended:** 01/01/12 - 12/31/17

The contract between **Community Health Network of Connecticut, Inc.** (the Contractor) and the Department of Social Services (the Department), which was last executed by the parties and approved by the Office of the Attorney General on 06/19/13, is hereby further amended as follows:

1. The total maximum amount payable under this contract is **increased by \$2,204,981 from \$1,521,818 to \$3,726,799** to add funding for the third year of the federal award for the Rewards to Quit (RTQ) program.
2. The combined budget for years 1 through 3 shall be as follows:

<b>CHNCT ADMINISTRATIVE COSTS</b>	
Staffing Costs - 3.2 FTE: Data Coord/Analyst position & Commtly Prov Support positions &, fringe, payroll taxes & OH	474,043.00
Systems Development and Modifications	52,392.00
CHNCT Staff Travel	8,250.00
CHCNT Postage & mail	3,600.00
Client Education & Outreach Materials (incl design/production/translation)	119,500.00
Member Survey Vendor Development	31,810.00
Misc non-labor (includes equip, software, license fees, training supplies, telecom charges)	27,950.00
Incentives payment calls (debit card replenishment)	20,000.00
DSS Lead – Consultant	194,862.00
Funds for Contractor to assist State-op'd LMHAs hire Enrollmt Spclsts	297,000.00
Funding for FTEs for Enrollment Specialists at Providers	1,125,000.00
Administrative Costs (includes legal aid for prep and oversight of contracts)	15,000.00
<b>Total Administrative Costs</b>	<b>2,369,407.00</b>

<b>PROGRAM COSTS</b>	
Incentive pre-fund Y1 (include Evolution 1 PMPMs)	159,876.00
Participants incentives: PMPM & payments	849,065.00
Breathalyzers and supplies/equipment (incl. CoVita costs)	138,916.00
Provider Participation Stipends \$35/Enrollee Enrolled	93,000.00
Conduct Member Surveys	116,535.00
<b>Total Program Costs</b>	<b>1,357,392.00</b>
<b>GRAND TOTAL (Y1, Y2 &amp; Y3 combined)</b>	<b>3,726,799.00</b>

3. The following section is appended to Part I, Section C.5 on page 5 of the original contract:
  - c. Work collaboratively with the Department's staff to provide Department authorized inducements to providers to participate actively in Rewards to Quit including but not limited to establishing a mechanism by which to pay participating Rewards to Quit providers a stipend per participant for their participation in the Rewards to Quit research initiative, and mechanisms to assist directly or through a contractor, mechanisms to enable providers to hire Enrollment Specialists to help them participate effectively.
4. Part 1, Section C.5.d on page 6 of the original contract is deleted and replaced by the following section:
  - d. Arrange for the administration of a survey of participants upon intake and again at three and 12 months of enrollment for the purposes of reinforcing positive Quit messages, soliciting information about participants' smoking status, and providing additional motivation to engage. Such messaging shall be integrated into the survey data collection requirement detailed in the ASO contract, **Program Evaluation Support**, below.
5. Part 1, Section C.9.a. on pages 9 and 10 of the original contract is deleted and replaced with the following section:
  - a. Arrange for the administration, of a series of three calls to Rewards to Quit participants for the purpose of welcoming them to Rewards to Quit, surveying them to assess their smoking status, collecting other information about their health and service use, and providing information to them about smoking cessation resources, as follows:
    - i. Calls shall be made to survey participants upon initial enrollment, at three months following enrollment, and at 12 months following enrollment.
    - ii. In the case of Rewards to Quit participants who cannot be reached to be surveyed by telephone, pursuant to guidance from the Department, arrange for the administration of surveys by mail or face to face of certain Rewards to Quit participants upon initial enrollment, at three months following enrollment, and at 12 months following enrollment.
    - iii. This schedule may be modified by the Department over the course of the demonstration period and in some cases may also vary depending on when it is determined that a Rewards to Quit participant is not reachable by telephone.
6. The following section is appended to Part 1, Section C.10. b., Contractor Administrative Costs on page 10 of the original contract:
 

Administrative Costs (including legal aid) associated with the preparation and oversight of contracts.
7. The following sections are appended to Part 1, Section C.10. b. i., Subcontractor Administrative Costs, on page 10 of the original contract:

Administrative costs associated with the Survey Vendor, including design, and implementation fees but excluding per-call costs and for design, set-up and implementation of the process by which the Survey Vendor can receive enrollment calls from Members, and for design, and implementation of the survey processes.

Administrative costs associated with an entity that will hire staff to assist the state-operated local mental health authorities as Enrollment Specialist FTEs.

8. The following section is appended to Part 1, Section C.10. b. ii., Direct Purchase of Service Costs, on pages 10 and 11 of the original contract, as amended in item 4 on page 2 of Amendment 1:

Direct program costs associated with the conduct of telephonic and face-to-face surveys of Rewards to Quit participants.

9. Part 1, Section F. on pages 12 through 14 of the original contract, as amended in item 5 on pages 2 and 3 of Amendment 1, is deleted in its entirety and replaced by the following section:

#### **F. BUDGET**

1. The Department agrees to pay for services provided under this contract at a maximum amount not to exceed **\$3,726,799** for the period 1/1/12 – 12/31/17.
2. The Contractor agrees to utilize Department funds in accordance with the budget contained herein.
3. The Contractor shall submit a written request for payment on a monthly basis. Each payment request must be submitted on a **DSS Form W-1270** to the DSS Program Representative. Requests for payment will be honored and funds released based on submission by the Contractor, with review and acceptance by the Department, of monthly expenditure reports; the availability of funds; and the Contractor's compliance with the terms of the contract. Upon execution of this contract, the Department shall issue a payment to reconcile costs incurred by CHNCT to date, along with the incentive and breathalyzer dollars.
4. When the Department's review of any financial report or on-site examination of the Contractor's financial records indicate that under expenditure or under utilization of contract funds is likely to occur by the end of the contract year, the Department may, with advance notice to the Contractor, alter the payment schedule for the balance of the contract period.
5. **Surplus/Excess Payments:** In the event the Department has advanced funds to the Contractor or overpaid the Contractor, the Contractor shall at the end of the contract period, or earlier if the contract 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.
6. **The CHNCT budget includes Administrative and Programmatic costs, as follows:**
  - a. Administrative costs include (1) a full-time Project Coordinator and .2 FTE assistant, the hiring and supervision of a data coordinator/analyst to ensure the successful development, implementation and operation of new data collection and transmission activities, costs associated with hiring and supervision of a Community Provider Support staff person to assist the Project Coordinator with outreach to practices to assist providers with member enrollment and effective R2Q participation, and salary, fringe benefits, payroll taxes and overhead costs associated with these positions; (2) costs associated with systems development, including (a) development of a website, (b) development of a provider web portal to support participant enrollment and data transmission; (c) the development of (and

modification as necessary) a comprehensive database which will house all participant data and interface with subcontractors to facilitate data exchange and processing (3) costs associated with development, printing and distribution of client educational, marketing, outreach and enrollment materials, (4) costs associated with implementation and maintenance of the incentive payment mechanism (and production, distribution and management of reloadable debit cards), establishing a contract with a survey vendor that will make telephonic calls as well as conduct some face-to-face surveys with members without phone access, to track participation and to support program evaluation; establishing an automated call system to track participation and to support program evaluation; establishing IVR capability to enable Medicaid eligible applicants to enroll via the telephone; (5) set up costs to provide Quitline with an eligibility feed of enrolled program participants; (6) design, production and distribution of incentive-related motivational tools and encouragement cards for program participants, (7) nominal costs for travel, postage and mailing and other non-labor costs, (8) costs for Enrollment Specialists including: (a) costs for a contractor to assist certain selected state-operated local mental health authorities participating in Rewards To Quit to hire Enrollment Specialist FTEs to assist the provider to participate effectively in Rewards to Quit and (b) costs for Enrollment Specialist FTEs that will assist other certain selected participating Rewards to Quit providers; (9) reimbursement for DSS Lead Consultant Laurie Hutcheson's time and out-of-state travel required by the grant, and (10) Administrative costs (including legal aid for prep and oversight) of contracts.

- b. Programmatic Costs include (1) operation of the ROBO calls to Enrollee, (2) incentive payments (3) equipment to test for tobacco use, and related consumables, (4) conduct of Enrollee satisfaction surveys (5) Stipend payments for participation to providers for each individual Enrolled, and (6) operation of the IVR for receiving calls from Enrollees, (5).
- c. CHNCT shall bill the Department monthly, in arrears, for costs associated with staffing, travel, postage and mailings. The Department shall issue a payment upon execution of this contract and receipt of a W1270 accompanied by substantiating documentation for costs incurred to date, including the breathalyzers. Thereafter, Contractor shall bill the Department monthly, by the last business day of each month following the month for which the invoice is submitted, and the Department shall pay within 30 days of receipt.
- d. A one-time payment of client incentive dollars shall be issued in the amount of \$159,876 upon receipt of a W1270 submitted by the Contractor upon execution of this contract, to create an incentive payment pool. Thereafter, when the pool is projected to reach \$50,000 or less, the Contractor shall submit an invoice based on the projected spend for the next quarter, or through the end of the federal grant year, which shall run through September 30 of each year through 2017.

10. Part 1, Section F.6.b. on page 13 of the original contract deleted and replaced by the following section:

- b. Programmatic Costs include (1) the implementation of a survey vendor to conduct member surveys, (2) incentive payments (3) equipment to test for tobacco use, and related consumables, (4) conduct of Enrollee satisfaction surveys, and (5) Stipend payments for participation to providers for each individual Enrolled.

11. **Notices.** The Agency contact person for notices in Section I on page 15 of the original contract is deleted and replaced with the following persons:

- a. To the Agency

*Regarding the scope of services*  
William Halsey  
Department of Social Services

25 Sigourney Street  
Hartford, CT 06106  
(860) 424-5077  
[william.halsey@ct.gov](mailto:william.halsey@ct.gov)

Carolann Kapur  
Department of Social Services  
25 Sigourney Street  
Hartford, CT 06106  
(860) 424-5715  
[caroline.kapur@ct.gov](mailto:caroline.kapur@ct.gov)

*Regarding payment and fiscal matters*  
Laura-Victoria Barrera  
Department of Social Services  
25 Sigourney Street  
Hartford, CT 06106  
(860) 424-4892  
[laura-victoria.barrera@ct.gov](mailto:laura-victoria.barrera@ct.gov)

12. The following Budget Variance section shall be appended to Part I:

#### **J. BUDGET VARIANCE**

1. The Contractor may transfer funds from one category to another (except for equipment) in the agreed upon and approved budget for a single component without prior notification to the Department under the following conditions:
  - a. The amount by which a single category except for salaries or wages may be increased may not exceed 20% of the approved amount. This applies only to category amounts in the formally approved budget and subsequently approved budget revisions. Budget flexibility is to be applied to each component separately and is not to be computed on the composite budget items;
  - b. The Contractor may vary an individual salary or wage by no more than 15% of the approved amount;
  - c. The number of people or the percentage of time charged to a job classification may be increased, provided this does not exceed the flexibility cited above; and/or
  - d. The Contractor may not make any transfer under this procedure which involves any of the categories or kinds of expenditures specifically listed below.

All such transfers shall be reflected on the next submitted financial report.

2. The Department requires the following changes in approved program budgets to have prior written Department approval by a formal budget revision:
  - a. The purchase of an item of equipment not approved in the original budget;
  - b. A transfer which involves an increase of an approved category amount by more than 20%;
  - c. A transfer which involves an increase in salary or wages by more than 15%;
  - d. Any increase in compensation for services under a third party contract;
  - e. Any transfer of funds from one component to another; and/or
  - f. Any transfer of budgeted program income or food reimbursement.

The Department will respond to a properly executed request within 45 calendar days of receipt.

3. No budget revisions proposed by the Contractor may be submitted later than 45 calendar days before the contract has ended, except that the Department may entertain, at any time, a budget revision for the purpose of increasing funds for the audit of the program. The final financial report will show all category overruns. Costs incurred after the end of the budget period shall be disallowed except where the Department has expressly approved in writing and in advance.
13. The following provision shall be appended to Part II Section E, Statutory and Regulatory Compliance, of the original contract:
  - 10. Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference.
14. The Department has determined that, for the purposes of services delivered under this contract, the Contractor is a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended from time to time.
15. The HIPAA Provisions on pages 28 through 34 of the original contract are deleted and replaced with the HIPAA Provisions effective September 23, 2013 as set forth below:
  - 1. Health Insurance Portability and Accountability Act of 1996.**
    - (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 Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
    - (d) The Contractor, on behalf of the Agency, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and
    - (e) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
    - (f) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
    - (g) Definitions
      - (1) "Breach" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(1)).
      - (2) "Business Associate" shall mean the Contractor.
      - (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.

- (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.



- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection (h)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate
  - (A) restrict disclosures of PHI;
  - (B) provide an accounting of disclosures of the individual's PHI; or
  - (C) provide a copy of the individual's PHI in an electronic health record,
  - (D) the Business Associate agrees to notify the covered entity, in writing, within five (5) business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without



- (A) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
  - (B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.
- (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b)) and this Section of the Contract.
  - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402(g) of HITECH (42 U.S.C. § 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
  - (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
    1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
    2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
    3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
    4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
    5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
  - (D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site or a postal address. For breaches involving ten or more individuals whose contact information is insufficient or out of date to allow written notification under 45 C.F.R. § 164.404(d)(1)(i), the Business Associate shall notify the Covered Entity of such persons and maintain a toll-free telephone number for ninety (90) days after said notification is sent to the Covered Entity. Business

Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

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

(i) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (h)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
  - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
  - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination.
  - (A) Except as provided in (1)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (h)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (m) Miscellaneous Sections.
  - (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
  - (2) Amendment. The Parties agree to take such action as 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, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

**This document constitutes an amendment to the above numbered contract. All provisions of that contract, except those explicitly changed above by this amendment, shall remain in full force and effect.**

**SIGNATURES AND APPROVALS**

148CHN-MED-03 / 12DSS1202GQ A 2

The Contractor IS a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

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

**CONTRACTOR - COMMUNITY HEALTH NETWORK OF CONNECTICUT, INC.**

[Redacted Signature]

Sylvia B. Kelly, *President and CEO*

*2/20/14*

Date

**DEPARTMENT OF SOCIAL SERVICES**

[Redacted Signature]

Roderick L. Bremby, *Commissioner*

*2/25/2014*

Date

**OFFICE OF THE ATTORNEY GENERAL**

[Redacted Signature]

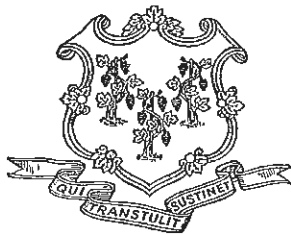
ASSOC. ATTY. GENERAL

ASST. / Assoc. Attorney General (Approved as to form & legal sufficiency)

*Joseph Rubin*

*3/16/14*

Date



STATE OF CONNECTICUT  
DEPARTMENT OF SOCIAL SERVICES

## CONTRACT AMENDMENT

**Contractor:** COMMUNITY HEALTH NETWORK OF CONNECTICUT, INC.  
**Contractor Address:** 11 FAIRFIELD BLVD, WALLINGFORD, CT 06492  
**Contract Number:** 148CHN-MED-03 / 12DSS1202GQ  
**Amendment Number:** A1  
**Amount as Amended:** \$1,521,818  
**Contract Term as Amended:** 01/01/12 - 12/31/17

---

The contract between **Community Health Network of Connecticut, Inc.** (the Contractor) and the Department of Social Services (the Department), which was last executed by the parties and signed by the Office of the Attorney General on 10/11/12, is hereby amended as follows:

1. The total maximum amount payable under this contract is increased by **\$1,045,562** from \$476,256 to \$1,521,818. This increase is due to additional federal funding.
2. The budget on page 14 of the original contract is deleted and replaced in its entirety by the budget on page 4 of this amendment.
3. The term of the contract is extended for an additional seventeen (17) months and the end date of the contract is changed from 07/31/2016 to 12/31/2017.
4. Section C. SCOPE OF SERVICES, Section #10 Invoicing for Service Provided, subsection b. i and ii of the original contract shall be revised to read:
  - i. Subcontractor Administrative costs, to include but not be limited to:

Any systems development costs incurred by the Contractor necessary to facilitate data transfers between the Contractor and the Connecticut Quitline

Administrative costs associated with the Incentive Management Vendor, including design, set-up and implementation fees but excluding incentive payments and per-member per-month incentive management fees

Administrative costs associated with the Automated Call vendor, including design, set-up and implementation fees but excluding per-call costs and for design, set-up and implementation of IVR capability to receive enrollment calls from Members

Rewards to Quit Web Portal development costs incurred by the Contractor's IT subcontractor

Contractor payments to DSS Lead Contractor Laurie Hutcheson

ii. Direct Purchase of Service Costs, to include but not be limited to:

Incentive dollars paid out

Total incentive-related per-member per-month fees paid

Total cost for automated calls made

Cost of CO monitoring testing equipment and consumables

Cost of administering member satisfaction survey

Cost of providing one-time "\$35 Stipends for Participation" to Rewards to Quit-participating providers for each Member enrolled.

5. Section F. BUDGET in the original contract shall be revised to read:

1. The Department agrees to pay for services provided under this contract at a maximum amount not to exceed **\$1,521,818** for the period **(1/1/12 – 12/31/13)**

**6. The CHNCT budget includes Administrative and Programmatic costs, as follows:**

- a. Administrative costs include (1) a full-time Project Coordinator and .3 FTE assistant, which includes salary, fringe benefits, payroll taxes and overhead costs; (2) costs associated with systems development, including (a) development of a website, (b) development of a provider web portal to support participant enrollment and data transmission; (c) the development of (and modification as necessary) a comprehensive database which will house all participant data and interface with subcontractors to facilitate data exchange and processing (3) costs associated with development, printing and distribution of client educational, marketing, outreach and enrollment materials, (4) costs associated with implementation and maintenance of the incentive payment mechanism (and production, distribution and management of reloadable debit cards), establishing an automated call system to track participation and to support program evaluation; establishing IVR capability to enable Medicaid eligible applicants to enroll via the telephone; (5) set up costs to provide Quitline with an eligibility feed of enrolled program participants; (6) design, production and distribution of incentive-related motivational tools and encouragement cards for program participants, (7) nominal costs for travel, postage and mailing and other non-labor costs, and (8) reimbursement for DSS Lead Contractor Laurie Hutcheson's time and out-of-state travel required by the grant.



- b. Programmatic Costs include (1) operation of the ROBO calls to Enrollee, (2) incentive payments (3) equipment to test for tobacco use, and related consumables, (4) conduct of Enrollee satisfaction surveys (5) Stipend payments for participation to providers for each individual Enrolled, and (6) operation of the IVR for receiving calls from Enrollees, (5).

6. Section I Notices of the original contract shall be changed to read:

1. In addition to the persons listed on page 1 of this contract, notices shall be addressed to:

Kate McEvoy, Esq. or her designee  
Interim Director of the Division of Health Services  
Department of Social Services  
25 Sigourney Street  
Hartford, CT 06106  
860.424.5383  
[Kate.mcevoy@ct.gov](mailto:Kate.mcevoy@ct.gov)

**This document constitutes an amendment to the above numbered contract. All provisions of that contract, except those explicitly changed above by this amendment, shall remain in full force and effect.**

<b>CHNCT Y2 Contract Amendment Budget by Line</b>	<b>New Contract Amendment Total Budgeted (Y1+Y2)</b>
<b>ADMINISTRATIVE COSTS</b>	
Staffing Costs - 1.3 FTE, fringe, payroll taxes & OH	\$199,366.00
Systems Development and Modifications	\$55,000.00
CHNCT Staff Travel	\$4,250.00
CHCNT Postage & mail	\$1,800.00
Client Education & Outreach Materials (incl. design/production/translation)	\$97,500.00
Robocall & IVR development	\$31,810
Misc. non-labor (includes equip, software, license fees, training supplies, telecom charges)	\$13,950
Incentives payment calls (debit card replenishment)	\$10,000
<b>Laurie Hutcheson - DSS Lead – Contractor</b>	<b>\$80,000</b>
<b>Total Administrative Costs</b>	<b>\$493,676.00</b>
<b>PROGRAM COSTS</b>	
ROBO Program welcome calls	\$44,785.00
Incentive pre-fund Y1 (include Evolution 1 PMPMs)	\$159,876.00
Participant incentives: PMPM & payments	\$529,065.00
Breathalyzers and supplies/equipment (inc. CoVita costs)	\$118,916.00
Conduct Member (Enrollee) Satisfaction Survey	\$75,000.00
Provider Participation Stipends \$35/Enrollee Enrolled	\$80,500.00
IVR calling assistance for members	\$20,000.00
<b>Total Program Costs</b>	<b>\$1,028,142.00</b>
<b>GRAND TOTAL (Y1 &amp; Y2 combined)</b>	<b>\$1,521,818.00</b>

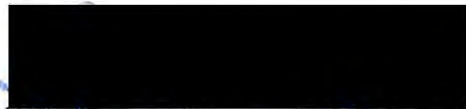
### SIGNATURES AND APPROVALS

148CHN-MED-03 / 12DSS1202GQ A1

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

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

#### CONTRACTOR - COMMUNITY HEALTH NETWORK OF CONNECTICUT, INC.



Sylvia B. Kelly, *President and CEO*

6/12/13

Date

#### DEPARTMENT OF SOCIAL SERVICES

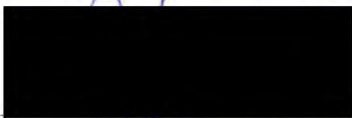


Roderick L. Bremby, *Commissioner*

6/14/13

Date

#### OFFICE OF THE ATTORNEY GENERAL



~~Assoc.~~ / Assoc. Attorney General (Approved as to form & legal sufficiency)

Joseph Rubin

6/19/13

Date



PSA

Original Contract Number:	CHN-MED-03/12DSS1202GQ		
Maximum Contract Value:	\$476,256.		
Contractor Contact Person:	Cory Ludington	Tel:	(203) 949-4124
DSS Contact - Contract:	Tina McGill	Tel:	(860) 424-5082
Program:	Laura Victoria Barrera	Tel:	(860) 424-4892

**STATE OF CONNECTICUT  
PERSONAL SERVICE AGREEMENT  
("PSA", "Contract" and/or "contract")  
Revised February 2010**

The State of Connecticut DEPARTMENT OF SOCIAL SERVICES  
Street: 25 SIGOURNEY STREET

City: HARTFORD State: CT Zip: 06106

Tel#: (800) 842-1508 ("Agency" and/or "Department"), hereby enters into a Contract with:

Contractor's Name: COMMUNITY HEALTH NETWORK OF CONNECTICUT, INC.

Street: 11 FAIRFIELD BLVD

City: WALLINGFORD State: CT Zip: 06492

Tel#: (203) 940-4091

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

<b>Contract Term</b>	This Contract is in effect from <b>01/01/12</b> through <b>07/31/16</b> .
<b>Statutory Authority</b>	The Agency is authorized to enter into this Contract pursuant to § 4-8, 4-98 as applicable, and 17b-3 of the Connecticut General Statutes ("C.G.S.").
<b>Set-Aside Status</b>	Contractor IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
<b>Effective Date</b>	This Contract shall become effective only as of the date of signature by the Agency's authorized official(s) and, where applicable, the date of approval by the Office of the Attorney General ("OAG"). Upon such execution, this Contract shall be deemed effective for the entire term specified above.
<b>Contract Amendment</b>	This Contract may be amended only by means of a written instrument signed by the Agency, the Contractor, and, if required, the OAG.

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

If to the Agency:	STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES 25 SIGOURNEY STREET HARTFORD, CT 06106	If to the Contractor:	Community Health Network of Connecticut, Inc. 11 Fairfield Blvd Wallingford, CT 06492
	Attention: Tina McGill		Attention: Cory Ludington

A party may modify the addressee or address for Notices by providing 10 days' prior written Notice to the other party. No formal amendment is required.

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**PART I. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, AND PROGRAM- AND AGENCY-SPECIFIC SECTIONS**

**Whereas** Community Health Network of Connecticut, Inc. (CHNCT) has contracted with the Department of Social Services (the Department or DSS) to serve as the single, state wide, Administrative Services Organization for the management of health care for Medicaid clients; and

**Whereas** the Department of Social Services (the Department or DSS) is the recipient of a federal grant to incentivize Medicaid patients to quit smoking; and

**Whereas** both parties believe that CIINCT is in the best position to engage medical providers and clients to enroll them in a smoking cessation program; and

**Whereas** DSS has funds with which to incentivize clients to quit smoking;

**Now therefore**, the Parties do hereby agree to the following terms and conditions.

**A. TERM** - This contract shall be in effect from January 1, 2012 through July 31, 2016.

**B. OVERVIEW**

1. The Connecticut Department of Social Services is entering into a contract with Community Health Network of Connecticut (CHNCT or the Contractor) to support operational and administrative activities carried out under a federal grant in furtherance of state goals regarding smoking cessation among Medicaid recipients. The program, Rewards to Quit) will test the effectiveness of financial incentives in increasing participation in smoking-cessation activities with the goal of reducing smoking rates among Medicaid recipients.
2. CIINCT is responsible for implementation and ongoing administration of the Rewards to Quit program. Specifically, CHNCT will be responsible for carrying out the following functions (in conjunction with other contractors, as specified in the Scope of Services).
  - a. Provider network development
  - b. Provider training and education
  - c. Member outreach, education and marketing
  - d. Member enrollment, through process development and support for providers
  - e. Systems development, including interactive Web portal, comprehensive database, and interfaces with incentive management vendor and Connecticut Quitline
  - f. Incentive administration and tracking
  - g. Operational support for program evaluation, including data gathering, providing data extracts and reporting

**C. SCOPE OF SERVICES/CONTRACTOR RESPONSIBILITIES - The Scope of Services provisions herein shall start in Grant Year 2012. The Scope of Services and budget shall be negotiated on an annual basis.**

**1. General Requirements:**

**The contractor shall:**

- a. Integrate all administration and operational functions that support the MIPCD Smoking Cessation grant program (“Rewards to Quit”) into overall ASO operations.
- b. Designate a full-time Project Coordinator whose sole responsibility it will be to coordinate all Contractor responsibilities related to Rewards to Quit and ensure that the Contractor fulfills its responsibilities in accordance with the Operational Protocol Document. The Project Coordinator shall be the primary contact between the Department and the Contractor, and the Contractor and other project partners.
- c. Attend and actively participate in all Rewards to Quit meetings and activities, as Directed by the Department.
- d. Collaborate with all Rewards to Quit project partners, as directed by the Department.
- e. Obtain Department approval on all program-related materials, whether developed solely or in conjunction with project partners, prior to being distributed or disseminated. This includes but is not limited to educational and outreach materials, training materials and presentations.
- f. Enter into contractual relationships for Rewards to Quit functions only upon prior approval by the Department of: the contracting entity; contract scope, terms and conditions; and contract budget.
- g. Comply with all federal and state reporting requirements, as directed by the Department.
- h. Comply with all state and federal financial and budgetary requirements related to the MIPCD grant, as directed by the Department.
- i. Comply with all state contractual requirements for the submission of deliverables.
- j. Comply with all state and federal requirements related to security and confidentiality of data.

**2. Information Systems**

***Rewards to Quit Database***

The Contractor shall:

Build and maintain a comprehensive Rewards to Quit database that will capture and store all provider, participant, and incentive-related data regarding Rewards to Quit. Such database shall:

- a. Include, at a minimum, all data elements and measurement and reporting timeframes specified in the MIPCD Minimum Data Set (MDS) document, as approved by the Centers for Medicare and Medicaid Services (CMS).



- b. Serve as the repository for participant enrollment, service delivery, and incentive-eligibility data.
- c. Allow for the transmission and receipt of data from the Connecticut Quitline, and the Incentive Management Vendor.
- d. Allow for the transmission of data, or the generation of data extracts, for the Department and the state and federal program evaluators.
- e. Allow for the capture of data submitted via a Web-based portal, and entered manually.

Upon request by the Department, provide the Department with a mutually agreeable electronic or Web-based file format of the MIS data dictionary of all data elements captured for Rewards to Quit.

### **3. *Web-based Functionality***

The Contractor shall:

- a. Develop and implement, or arrange for the development and implementation, of a web-based functionality to support the Rewards to Quit program. Such functionality may be developed by the Contractor or by a subcontracted vendor, subject to approval by the Department, and must include the following, at a minimum:
  - i. Transactional capabilities related to the direct entry of Rewards to Quit participant and incentive information
  - ii. Some participant self-service capability related to the tracking of incentive activity and eligibility, the scope of which to be negotiated between the Department and Contractor
  - iii. Provider on-line training modules
  - iv. Links, as appropriate, to the Department's main HUSKY website, the Contractor's ASO website, and the Incentive Vendor's customer portal (if any)
  - v. Detailed educational and informational materials regarding the Rewards to Quit program for both Participants and Providers, including but not limited to program policies and procedures and the incentive structure

### **4. *Reporting***

The contractor shall:

- a. Produce for the Department Standard and Ad-hoc reports including those that may be required by the Department, Yale University, and the MIPCD federal program evaluator, as follows:
  - i. Produce Standard reports on a regularly scheduled basis as defined by the Department on all activities and measures in the Minimum Data Set.
  - ii. Produce Ad-hoc reports upon request of the Department. Ad-hoc reports may require data from any or all of the Contractor's databases associated with this Contract.

- iii. Provide a request form that structures the Ad-hoc report request process by identifying report criteria, data necessary, priority, resources, and turnaround time. If the requested report exceeds staff resources, the Contractor shall work with the Department to prioritize requests in order to accommodate requested reports within available resources. If requested reports cannot be so accommodated, the Contractor and the Department shall negotiate the cost of accommodating the request.
- iv. Produce and deliver such Ad-hoc reports to the Department within five (5) business days of the Contractor's receipt of the Department's written request. If the Contractor will not be able to make the Ad-hoc report available within the requisite five (5) business days, then the Contractor shall, within three (3) business days from its receipt of the initial request, notify the Department of the estimated production date. The Contractor's response shall include reporting specifications, report development and resource requirements, and the expected delivery date of the information.

### ***5. Provider Network Development***

The Contractor shall:

- a. Work collaboratively with project partners to identify providers to participate in Rewards to Quit, consistent with the requirements of the Study Design as detailed in the Operational Protocol.
- b. Work collaboratively with the Department's staff, provider trade organizations and other stakeholders to actively recruit Obstetricians, Pediatricians, and Local Mental Health Agencies to participate in Rewards to Quit

In conjunction with Yale University:

- a. Develop and implement a Provider Communication and Outreach tailored to each provider type, to encourage participation in Rewards to Quit.
- b. Develop and implement a provider training and orientation program to facilitate and support provider participation in the Rewards to Quit program. Such training shall address, at a minimum, the following topics:
  - c. The importance of quitting smoking
  - d. Delivering effective tobacco cessation counseling
  - e. The role of financial incentives in modifying behaviors
  - f. The structure, policies and procedures of the Rewards to Quit program
  - g. Such training and orientation programs shall be delivered through a combination of in-person and electronically, as mutually agreed to by the Contractor and the Department.
- h. Periodically disseminate to providers aggregate Rewards to Quit data (e.g. number of participants, service utilization rates, quit rates) as well as provider-specific performance data to enable providers to compare the results of their own panels to those of other providers.

- i. Arrange for the purchase and distribution to participating providers of the equipment and supplies necessary to monitor nicotine use. Unless otherwise specified by the Department, this shall include exhaled Carbon Monoxide monitors (“breathalyzers”), and related consumables (e.g. mouthpieces):
- j. Identify, select, and enter into a contractual relationship with a vendor of equipment and supplies to monitor nicotine use. Such selected vendor shall be approved by the Department prior to contract execution, and shall perform the following functions at a minimum or as mutually agreed to by the Contractor and the Department:
  - i. Accepting orders for equipment and consumables from either Providers or the Contractor, as mutually agreed to by the Contractor and the selected vendor
  - ii. Providing training to Providers in the proper use and maintenance of equipment
  - iii. Maintaining and servicing equipment as necessary (e.g. instrument calibration)
- k. As part of its provider training and orientation curriculum and materials, provide information, assistance and guidance to Rewards to Quit Providers on how to access the selected vendor and its services
- l. Establish an appropriate mechanism for the receipt of invoices and payment of all costs associated with the purchase and distribution of equipment and consumables. Such mechanism shall:
  - i. Be mutually agreed to by the Contractor, the Department and the selected vendor;
  - ii. Be reflected in the terms of the contract between the Contractor and selected vendor, and
  - iii. Minimize the administrative burden on participating providers to the extent possible.

**6. *Member Screening and Intake***

The Contractor shall:

- a. Develop, print, and distribute to Providers through appropriate means (electronic) all necessary educational, motivational (in collaboration with Yale), screening, intake and service delivery tracking materials. Such educational and motivational materials shall be developed in conjunction with Yale University and shall include but not be limited to:
  - i. General information about the importance of quitting smoking
  - ii. Information about smoking cessation services covered under HUSKY
  - iii. For Treatment sites, information about the Rewards to Quit program
  - iv. Contingent upon the availability of funds, motivational materials to help keep participants engaged in quit efforts

- b. Receive completed screening and intake forms from providers via fax or e-mail, and enter the data into the comprehensive Rewards to Quit database.
- c. Develop and implement Web-based functionality to enable providers to enter screening, intake and service delivery information directly into a secure Web portal for transmission to the Rewards to Quit database
- d. Administer or arrange for the administration of automated calls to Participants upon intake for the purposes of reinforcing positive Quit messages and providing additional motivation to engage. Such messaging shall be integrated into the automated call requirement detailed in the ASO contract, **Program Evaluation Support**, below.
- e. Respond in a timely manner to telephone inquiries from Providers or Members regarding screening and intake.

**7. Administration of Incentive Payments**

Contractor shall have sole responsibility for administering the incentives component of the Rewards to Quit program, either directly or through a contracted incentive management vendor.

**a. General Requirements:**

The Contractor shall:

- i. Execute and manage the contract with an Incentives Management Vendor .
- ii. Implement appropriate security and internal controls regarding the administration of incentives payments, including verification of incentive eligibility of participants
- iii. Provide telephone-based customer support to participants and providers to assist them with questions or problems with their incentive payments.

**b. Incentive Tracking**

The Contractor shall:

Work with the Connecticut Department of Public Health and its Quitline vendor to enable the Contractor to:

1. Receive, on a daily basis, reports from participating Treatment providers (excluding Connecticut QuitLine) completed Service Delivery forms documenting incentive-eligible services provided to Rewards to Quit participants.
2. Provide weekly eligible participant feeds to the QuitLine to support QuitLine tracking of services provided to Rewards to Quit participants;
3. Receive on a weekly basis reports from the Connecticut QuitLine documenting incentive-eligible services provided to Rewards to Quit participants.

Provide daily, Monday-Friday, data transmissions to the Incentive Management Vendor which shall include all information necessary for the vendor to process payments accurately in a timely manner, provided, however, that the contractor shall verify the eligibility of every participant for whom an incentive service was provided prior to transmitting the data to the incentive vendor.

### **8. Member Services**

The Contractor shall implement policies and procedures to support Rewards to Quit participants, and shall produce and distribute all necessary participant outreach, educational, enrollment, and other program materials, as mutually agreed to by the Contractor and the Department.

The Contractor shall:

- a. Develop and implement a training program for staff who respond to member inquiries.
- b. Develop a reference manual for member service representatives to use during daily operations.
- c. Ensure that the Contractor's ASO member customer service unit has sufficient capacity to respond to and resolve Participant inquiries and requests for assistance.
- d. Incorporate general information about smoking cessation services available under Husky A, C and D into all member informational and educational materials, including but not limited to member welcome packet, telephone outreach, and other outreach materials and processes.
- e. Develop, print, and arrange for distribution of informational materials for Members eligible to participate in Rewards to Quit. Such materials shall be written in both English and Spanish, and shall at a minimum,
  - i. Describe the Rewards to Quit incentive program
  - ii. Explain what members must do to earn a reward
  - iii. Explain how the reloadable debit card works
  - iv. Provide motivational information to support efforts to quit.
- f. Make all such information available on the Rewards to Quit website.
- g. Consider other means of communicating information to Members (including social media).
- h. At the start of the second Phase of the Rewards to Quit program (approximately 15 months following implementation), revise all general outreach and educational materials to reflect the availability of incentive payments to all eligible Members.

### **9. Program Evaluation Support**

The Contractor shall:

- a. Administer, or arrange for the administration, of a series of three automated calls to select HUSKY members for the purpose of assessing their smoking status, as follows:
  - i. For Treatment Groups, such calls shall be made upon initial opportunity to enroll or decline, at three months following initial opportunity to enroll or decline, and at 12 months following initial opportunity to enroll or decline.

- ii. For Control groups, such calls shall be made upon initial screening and smoking cessation educational session, at three months following initial screening and smoking cessation session, and 12 months following initial smoking cessation educational session.
  - iii. This schedule may be modified by the Department over the course of the demonstration period.
- b. Administer, or arrange for the administration of, a Member Satisfaction survey for Rewards to Quit participants, contingent upon the availability of funding. Such survey shall be administered in the most administratively feasible and cost-effective manner possible

**10. Invoicing for Service Provided**

The contractor shall submit to the Department monthly invoices for all costs incurred in the previous month. Such invoices shall be in a format mutually agreed to by the Contractor and the Department, and shall:

- a. Be submitted no later than the last business day of the month following the month for which the invoice is submitted.
- b. Clearly delineate among the following categories of spending:

Contractor Administrative Costs, to include but not be limited to:

Labor costs (Contractor staff costs)

Travel

Printing

Consulting fees and outside services

All other Non-Labor costs

- i. Subcontractor Administrative costs, to include but not be limited to:

Any systems development costs incurred by the Contractor necessary to facilitate data transfers between the Contractor and the Connecticut Quitline

Administrative costs associated with the Incentive Management Vendor, including design, set-up and implementation fees but excluding incentive payments and per-member per-month incentive management fees

Administrative costs associated with the Automated Call vendor, including design, set-up and implementation fees but excluding per-call costs

Rewards to Quit Web Portal development costs incurred by the Contractor's IT subcontractor

- ii. Direct Purchase of Service Costs, to include but not be limited to:

Incentive dollars paid out

Total incentive-related per-member per-month fees paid

Total cost for automated calls made

#### **D. STAFFING**

The Contractor shall:

- a) Designate a senior-level manager, provided in-kind, to oversee its activities related to this contract, and to ensure compliance with all contract terms.
- b) Designate a full-time Project Coordinator to coordinate all of the Contractor's activities under the Rewards to Quit program. Such manager shall serve as the primary contact between the Contractor and the Department.
- c) Ensure that sufficient resources are available and allocated to the Rewards to Quit program to fulfill of the contractor's responsibilities under this contract.

#### **E. PROGRAM REPORTS**

The Contractor shall:

- a) Provide the Department with quarterly narrative description of work performed, and milestones completed (if appropriate) during the reporting period for each of the following deliverables. If an item is not applicable for the reporting period, please indicate why it is not applicable.
- b) The program reports will address the following areas:
  - i. Contractor participation and operation of the Rewards to Quit program
  - ii. Rewards to Quit program Database
  - iii. Web-based functionality and related systems functionality
  - iv. Provider network development and provider training and education
  - v. Member outreach, screening, intake and education
  - vi. Administration of incentive payments
  - vii. Member services
  - viii. Support for program evaluation including data gathering, providing data extracts and reporting
- c) The schedule of the program reports is as below:



'Table 1: REWARDS TO QUIT'

Type of reports	Year & Quarter	Reporting Period Ending	Report Due
Program	YR1, FFY12, Q4	9/30/2012	10/10/2012
	YR 2, FFY13, Q1	12/31/2012	1/10/2013
	YR 2, FFY13, Q2	3/31/2013	4/10/2013
	YR 2, FFY13, Q3	6/30/2013	7/10/2013
	YR 2, FFY13, Q4	9/30/2013	10/10/2013
	YR 3, FFY14, Q1	12/31/2013	1/10/2014
	YR 3, FFY14, Q2	3/31/2014	4/10/2014
	YR 3, FFY14, Q3	6/30/2014	7/10/2014
	YR 3, FFY14 Q4	9/30/2014	10/10/2014
	YR 4, FFY15, Q1	12/31/2014	1/10/2015
	YR 4, FFY15, Q2	3/31/2015	4/10/2015
	YR 4, FFY15, Q3	6/30/2015	7/10/2015
	YR 4, FFY15, Q4	9/30/2015	10/10/2015
	YR 5, FFY16, Q1	12/31/2015	1/10/2016
	YR 5, FFY16, Q2	3/31/2016	4/10/2016
	YR 5, FFY16, Q3	6/30/2016	7/10/2016
	YR 5, FFY16, Q4	9/30/2016	10/10/2016

Yearly, Q4 report will be inclusive of entire project period to date.

#### F. BUDGET

1. The Department agrees to pay for services provided under this contract at a maximum amount not to exceed **\$476,256** for the period (1/1/12 – 12/31/12)
2. The Contractor agrees to utilize Department funds in accordance with the budget contained herein.
3. The Contractor shall submit a written request for payment on a monthly basis. Each payment request must be submitted on a **DSS Form W-1270** to the DSS Program Representative. Requests for payment will be honored and funds released based on submission by the Contractor, with review and acceptance by the Department, of monthly expenditure reports; the availability of funds; and the Contractor's compliance with the terms of the contract. Upon execution of this contract, the Department shall issue a payment to reconcile costs incurred by CHNCT to date, along with the incentive and breathalyzer dollars.
4. When the Department's review of any financial report or on-site examination of the Contractor's financial records indicate that under expenditure or under utilization of contract funds is likely to occur by the end of the contract year, the Department may, with advance notice to the Contractor, alter the payment schedule for the balance of the contract period.

5. **Surplus/Excess Payments:** In the event the Department has advanced funds to the Contractor or overpaid the Contractor, the Contractor shall at the end of the contract period, or earlier if the contract 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.
  
6. **The CHNCT budget includes Administrative and Programmatic costs, as follows:**
  - a. Administrative costs include (1) a full-time Project Coordinator, which includes salary, fringe benefits, and indirect costs; (2) costs associated with systems development, including (a) development of a website, (b) development of a provider web portal to support participant enrollment and data transmission; (c) the development of a comprehensive database which will house all participant data. (3) costs associated with development, printing and distribution of client educational, marketing, outreach and enrollment materials, (4) costs associated with implementation of the incentive payment mechanism (reloadable debit card), establishing an automated call system to track participation and to support program evaluation; (5) set up costs to provide Quitline with an eligibility feed of enrolled program participants; and (6) nominal costs for travel, postage and mailing and other non-labor costs.
  
  - b. Programmatic Costs include (1) production, distribution, and ongoing management of the reloadable debit card, (2) design, production and distribution of incentive-related motivational tools for program participants, (3) equipment to test for tobacco use, and related consumables, and (4) incentive payments.
  
  - c. CHNCT shall bill the Department monthly, in arrears, for costs associated with staffing, travel, postage and mailings. The Department shall issue a payment upon execution of this contract and receipt of a W1270 accompanied by substantiating documentation for costs incurred to date, including the breathalyzers. Thereafter, Contractor shall bill the Department monthly, by the last business day of each month following the month for which the invoice is submitted, and the Department shall pay within 30 days of receipt.
  
  - d. A one-time payment of client incentive dollars shall be issued in the amount of \$159,876 upon receipt of a W1270 submitted by the Contractor upon execution of this contract, to create an incentive payment pool. Thereafter, when the pool is projected to reach \$50,000 or less, the Contractor shall submit an invoice based on the projected spend for the next quarter, or through the end of the federal grant year, which shall run through September 30 of each year through 2016.

**ADMINISTRATIVE COSTS**

Staffing Costs (1 FTE): Project Coordinator (including indirect)	\$69,296
Travel	\$5,000
Postage and Mailing	\$2,000
Systems Development (Web Portal and Incentive Database)	\$40,000
Client Educational, Marketing and Outreach Materials (including design and production)	\$72,500
Incentive Payment System and Robocall Development and Implementation	\$22,371
<b>Total</b>	<b>\$211,167</b>

**PROGRAM COSTS**

Debit card production	\$4,600
Enrollment and informational material for program participants	\$3,740
Participant Incentives (includes PMPM administrative fee and actual incentive payments)	\$159,876
Breathalyzer equipment and consumables	\$96,873
<b>Total</b>	<b>\$265,089</b>

**Grand Total**      **\$476,256**

**G. FEDERAL REQUIREMENTS**

1. The State requires that the language of the following certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under sub-recipients, which shall certify and disclose accordingly. The Contractor certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the state, to any person for influencing or attempting to influence any officer or employee of any agency, member of Congress, an officer or employee of, or an employee of a member of Congress, or an employee of a member of Congress in connection with the awarding 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.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the state shall complete and submit standard Federal form-I.L.L., "Disclosure Form to Report Lobbying," (obtained from Health and Human Services) in accordance with its instructions.

CFDA (Catalog of Federal Domestic Assistance) Title: **Patient Protection and Affordable Care Act**

CFDA Number	<b>93.536</b>
Award Name:	<b>Medicaid Incentive for Prevention of Chronic Diseases</b>
Award Year:	<b>2011</b>
Research and Design:	<b>No</b>
Name of Federal Agency Awarding:	<b>Centers for Medicare and Medicaid Services</b>

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

#### **I. NOTICES**

1. In addition to the persons listed on page 1 of this contract, notices shall be addressed to:

Judi Jordan, Director  
Medical Care Management  
Department of Social Services  
25 Sigourney Street  
Hartford, CT 06106  
[Judith.jordan@ct.gov](mailto:Judith.jordan@ct.gov)  
(860)-424-5860

## PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

- A. **DEFINITIONS.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:
1. **“Bid”** shall mean a bid submitted in response to a solicitation.
  2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
  3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
  4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
  5. **“Client”** shall mean a recipient of the Contractor’s services.
  6. **“Contract”** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
  7. **“Contractor Parties”** shall mean a Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
  8. **“Data”** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
  9. **“Day”** shall mean all calendar days, other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
  10. **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
  11. **“Force Majeure”** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate

permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

12. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
13. **“Services”** shall mean the performance of Services as stated in Part I of this Contract.
14. **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
15. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

## B. CONTRACTOR OBLIGATIONS.

1. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: “This publication does not express the views of the [insert Agency name] or the State of Connecticut. The views and opinions expressed are those of the authors.” Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
2. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency’s request provide copies of the following documents within ten (10) Days after receipt of the request:
  - (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
  - (b) its most recent Annual Report filed with the Connecticut Secretary of the State’s Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) Days following the termination or cancellation of the Contract.

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

- (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
  - (1) Contractor acknowledges that is has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in termination of this Contract.
- (c) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- (d) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (e) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform services in connection with such program. The Agency may terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

#### **4. Audit Requirements.**

- (a) The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made. The Contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.



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

5. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

- (a) real estate sales or leases;
- (b) leases for equipment, vehicles or household furnishings;
- (c) mortgages, loans and working capital loans; and
- (d) contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

6. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section C.4:

- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
  - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
  - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; (4) have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
- (b) Any change in the above status shall be immediately reported to the Agency.

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

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

**9. Indemnification.**

- (a) The Contractor shall indemnify, defend and hold harmless the state of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
  - (1) claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and
  - (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its indemnification and hold-harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any sections survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

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

- (a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the

general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;

- (b) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
- (c) Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
- (d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

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

- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

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

- (a) pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
- (b) applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities.

Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

- 13. Representations and Warranties.** Contractor shall:
- (a) perform fully under the Contract;
  - (b) pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
  - (c) adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.
- 14. Reports.** The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.
- 15. Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.
- 16. 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.
- 17. Protection of Personal Information.**
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.  
<http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253968><http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253968>
  - (b) Each Contractor or Contractor Party shall implement and maintain a comprehensive data security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:
    - (1) A security policy for employees related to the storage, access and transportation of data containing Personal Information;

- (2) Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
- (3) A process for reviewing policies and security measures at least annually;
- (4) Creating secure access controls to Personal Information, including but not limited to passwords; and
- (5) Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.

- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which Contractor or Contractor Parties possess or control has been subject to a Personal Information Breach. If a Personal Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Personal Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Personal Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Personal Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

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

**20. Litigation.**

- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
- (b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

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

**D. CHANGES TO THE CONTRACT, TERMINATION, CANCELLATION, AND EXPIRATION.**

**1. Contract Amendment.**

- (a) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.
- (b) The Agency may amend this Contract to reduce the contracted amount of compensation if:
  - (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
  - (2) federal funding reduction results in reallocation of funds within the Agency.
- (c) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) Days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) Days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

**2. Contractor Changes and Assignment.**

- (a) The Contractor shall notify the Agency in writing:
  - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
  - (2) no later than ten (10) days from the effective date of any change in:
    - (A) its certificate of incorporation or other organizational document;
    - (B) more than a controlling interest in the ownership of the Contractor; or
    - (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the

Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
  - (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
  - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.
  - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

### 3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) Days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract Termination date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
  - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
  - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
  - (3) permanently discontinue part of the Services to be provided under the Contract;
  - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;

- (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
  - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
  - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.
- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach or default by the Contractor under the terms of this Contract.
- (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
- 4. Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
- 5. Suspension.** If the Agency determines in its sole discretion that the health and welfare of the clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) Days of immediate suspension. Within five (5) Days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) Days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) Days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.
- 6. Ending the Contractual Relationship.**
- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
  - (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for



the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.

- (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall immediately discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.12, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (c) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination for operation or transition of program(s) under this Contract shall not be subject to recoupment.

**7. Transition after Termination or Expiration of Contract.**

- (a) If this Contract is terminated for any reason or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

**E. STATUTORY AND REGULATORY COMPLIANCE.**

**1. Health Insurance Portability and Accountability Act of 1996.**

- (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 Agency named on page 1 of this Contract (“Agency”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Agency, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a “business associate” of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423)<sup>1</sup>, and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
  - (1) “Breach” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).
  - (2) “Business Associate” shall mean the Contractor.
  - (3) “Covered Entity” shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
  - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
  - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).

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<sup>1</sup> The effective date of the HITECH Act is February 17, 2010.

- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and F.
- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection (h)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(c), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate
  - (A) restrict disclosures of PHI;
  - (B) provide an accounting of disclosures of the individual's PHI; or

- (C) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without
- (A) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
  - (B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.
- (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and this Section of the Contract.
  - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402(g) of HITECH (42 U.S.C. 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
  - (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
    1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
    2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
    3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
    4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
    5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined

that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

- (D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
  - (E) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2) Specific Use and Disclosure Provisions
    - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
    - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
    - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.
- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to

the extent that such limitation may affect Business Associate's use or disclosure of PHI.

- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
  - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) Term and Termination.
- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (h)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
    - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
    - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
    - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
  - (3) Effect of Termination.
    - (A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (h)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as 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, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.



2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("Act") to the extent applicable, during the term of the Contract. The Agency may cancel this Contract if the Contractor fails to comply with the Act. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor shall comply with section 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
  
3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
  
4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.
  
5. **Non-discrimination.**
  - (a) For purposes of this Section, the following terms are defined as follows:
    - (1) "Commission" means the Commission on Human Rights and Opportunities;
    - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
    - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
    - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
    - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
    - (6) "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;
    - (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
    - (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
    - (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent 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 Connecticut General Statutes § 32-9n; and
- (10) "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.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b)
- (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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and 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, gender identity or expression, mental retardation, mental disability 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;
  - (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
  - (3) the Contractor agrees to provide each labor union or representative of workers with which 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 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68c and 46a-68f; and
  - (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 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 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 Connecticut General Statutes §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)
  - (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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
  - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (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 Connecticut General Statutes § 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.

**6. Freedom of Information.**

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 *et seq.* (“FOIA”) which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
- (b) **Governmental Function.** In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a “person” performing a “governmental function”, as those terms are defined in C.G.S. §§ 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor’s performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

**7. Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a “large state contract” as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

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

**9. Campaign Contribution Restrictions.** For all State contracts as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission’s (“SEEC”) notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 reproduced below: [www.ct.gov/seecwww.ct.gov/seec](http://www.ct.gov/seecwww.ct.gov/seec)



## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* 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.

### 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**—Up to \$2,000 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 up to \$2,000 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 not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."





## 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 42-100. "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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"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.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) 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 (ii) 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 subcontractor" 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has *managerial or discretionary responsibilities with respect to a subcontract* with a state contractor, (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 subcontractor.

[ X ] Original Contract  
[ ] Amendment # \_\_\_\_\_  
(For Internal Use Only)

## SIGNATURES AND APPROVALS

148CHN-MED-03 / 12DSS1202GQ

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

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

[REDACTED]

[REDACTED]

SYLVIA KELLY, *President and CEO*

Date

9/26/12

### DEPARTMENT OF SOCIAL SERVICES

[REDACTED]

RODERICK L. BREMBY, *Commissioner*

Date

9/29/2012

### OFFICE OF THE ATTORNEY GENERAL

[REDACTED]

ASSOC. / ASSOC. ATTORNEY GENERAL (Approved as to form & legal sufficiency)

ASSOC. ATTY. GENERAL

Joseph Rubin

Date

10/11/12