OAG Template 18
04/09

STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES

CONTRACT AMENDMENT

'472

Contractor:

Contractor

Contract N

Amendment Number: A2

Amount as Amended: $3,291,719

Contract Term as Amended: 07/01/12 - 06/30/15

The contract between **Connecticut Community Care, Inc.** (the Contractor) and the Department of Social Services (the Department), which was last executed by the parties and approved the office of the Attorney General on 07/02/2013 is hereby further amended as follows:

1. The funding of the contract is increased in the amount of $1,337,000, and the total contract award is changed from $1,954,719 to $3,291,719.

2. Part 1 Section A.5, titled DESCRIPTIION OF MFP SERIVCES of Amendment ~~2~~ One (1) shall be deleted in its entirety and replaced with.

   This contract will fund ten (10) full-time equivalent Transition Coordinators and nine and a half (9.5) full-time equivalent Housing Coordinators.

3. Part 1 Section A.10 is deleted from the original contract in its entirety.

4. Part 1, Section B, titled PROGRAM ADMINISTRATION of the original contract shall be **amended to include a new line, numbered eight (8.),** inserted after portion numbered seven (7) , by adding the following:

   8. The Contractor shall purchase iPads, along with a case and apps to be selected by the Department for each Transition Coordinator and Housing Coordinator funded by this contract. The Contractor will provide a data plan to support each iPad. The Contractor must be in continual compliance with the DAS BEST (http://www.ct.gov/best/site/default.asp) State Security Policies.

5. The term of the contract is extended for an additional twelve (12) months and the end date of the contract shall be changed from 06/30/14 to 06/30/15.

6. ~~Part 1, Section A. 3, titled DESCRIPTION OF MFP SERVICES of the original contract, shall be amended increasing the minimum ongoing case load from fifteen (15) to twenty (20);~~

   ~~Throughout the contract period the Contractor shall maintain a minimum ongoing caseload of 20 active MFP participants receiving MFP transition services and 10 MFP participants post transition per full time equivalentMFP Transition Coordinator, with a maximum time in transition from Department referral to discharge of 180 days.~~

mrq
For CCC

For DSS

7. Part 1, Section A. 4.d., titled DESCRIPTION OF MFP SERVICES of Amendment One (1) shall be deleted in its entirety and replaced with:

Complete and submit required electronic intake information to UCONN database within 48 hours of first meeting.

Complete and upload to the "web" all required MFP forms, including SNAP application, Cash application, and other related forms no less than two weeks prior to discharge. Any documents that are not available for upload, must be scanned and submitted securely to MFP Project office. Failure to adhere to this term may result in the Contractor being financially obligated for the assistance amount eligible to the MFP participant.

8. Part 1, Section A. 4.i, titled DESCRIPTION OF MFP SERVICES of Amendment One (1) shall be deleted in its entirety and replaced with :

Follow up with each MFP participant for 6 months post discharge, this includes Elders, DDS Consumers and DMHAS Clients, and, 12 months for anyone not followed by a Case Manager, this would include State Plan Services, PCA and ABI; 12 months post discharge according to the following schedule unless otherwise specified by the Specialized Care Manager (SCM) :

i. In person visit within 3 business days of discharge from institution;
ii. In person visit within 30 days of discharge from institution;
iii. In person visit within 60 days of discharge from institution;
iv. Phone contact monthly beginning 90 days post discharge.

9. Part 1, Section A. 15 titled DESCRIPTION OF MFP SERVICES of *the Original Contract and* Amendment One (1) shall be deleted in its entirety and replaced with :

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For CCC
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15. Continuing Services: From **July 1, 2014 through June 30, 2015**, the Contractor shall provide 24 hour back-up triage services throughout the State of Connecticut for transportation, personal care assistance, and durable medical equipment to clients participating in the MFP, hereafter "MFP participants". Back-up triage services provided under this contract are defined as those services provided in addition to approved services and back-up systems documented in MFP participant care plans otherwise required under the Federal Social Security 1915C waivers.

a. The Contractor and the Department shall jointly design, develop and evaluate the program for the provision of back-up triage services to MFP participants experiencing emergencies in the aforementioned areas of transportation, personal care, and durable medical equipment. The program shall consist of:

i. Assisting the MFP participant by contacting each MFP participant's service provider of record if the emergency is related to transportation, durable medical equipment, or agency based staff; and

b. On an annual basis during the contract period, the Contractor and the Department shall jointly evaluate the on call program, and based on results of each evaluation the Contractor shall make Department-approved modification to the program.

c. The Contractor and the Department shall jointly design, develop and evaluate new ideas and improvements to existing program.

d. Throughout the contract period, the Contractor shall support the program by performing the following tasks:

i. Prioritizing the urgency of each call and assure that each call is forwarded to receive assistance in accordance with policies and procedures established by the MFP operating protocol concerning events including but not limited to critical incidents, 911 acute care emergencies, reports of abuse and neglect, transportation emergencies, durable medical equipment emergencies and staff emergencies;

ii. Assuring that a case manager is on call at all times to assist MFP participants calling the answering service in obtaining back-up triage services in accordance with each MFP participant's care plan and with the MFP operating protocol;

iii. Verifying that each MFP participant had attempted without success to implement their own personal emergency back-up plan before calling the back-up triage service's toll-free number;

iv. Maintaining a log of all calls received by the answering service in accordance with Department-approved procedures and assuring that all such calls are documented in the UCONN MFP database;

v. Providing MFP participants experiencing emergencies with a toll free phone number to a 24-hour answering service;

vi. Documenting the responsiveness of any agency based staff, transportation vendor or durable medical equipment vendor in addressing care plan emergencies;

vii. Reporting to the Department MFP Project Manager, and other entities as appropriate, as follows:

(a) Reporting all MFP participants' care plan emergencies within 24 hours of the emergency situation;

(b) Reporting all critical incidents and reports of abuse and neglect, in accordance with procedures approved by the Department' MFP operating protocol;

(c) Preparing and submitting monthly reports of all calls; and

(d) Participating in required MFP training sessions a minimum of twice a year, or as required by the Department.

10. Part 1, Section ~~L~~K. 1, titled FINANCIAL REPORTING REQUIREMENTS of Amendment One (1) shall be amended by deleting the part in its entirety and replace the terms with the following:

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For CCC

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For DSS

The Contractor shall submit financial reports to the Department of the Department's DSS-304 and DSS-305 forms on, or before, November 30, March 31, and September 30 of each year during the contract period. The Revised Final Financial report shall be due on September 30, 2015.

11. Part 1, Section K. 4, titled FINANCIAL REPORTING REQUIREMENTS in Amendment One (1) shall be amended by deleting the part in its entirety and replace the terms with: Revised Reporting Period and Submission Due Dates schedule (below);

Reporting Period	Submission Due Date
July 1, 2014 – October 31, 2014	November 30, 2014
November 1, 2014 – February 28, 2015	March 31, 2015
March 1, 2015 – June 30, 2015	September 30, 2015

12. Part 1, Section L. 1, labeled PAYMENT PROVISIONS of the original contract shall be amended by deleting the part in its entirety and replace the terms with the following:

The Department shall pay the Contractor for services rendered in accordance with terms of this contract up to a maximum amount not to exceed $1,337,000.00 for the contract period **July 1, 2014 through June 30, 2015.**

13. Part 1, ~~Section M.4~~ Section L. 4, labeled PAYMENT PROVISIONS *in the Original Contract and* in Amendment One (1) shall be amended by deleting the part in its entirety and replace the terms with the following:

MVQ
For CCC

RLB
For DSS

The Revised Payment Schedule (below);

	Annual	Signed Contract	Period 2 10/31/2013	Period 3 1/31/2014
MFP (including housing)	$1,254,000	$418,000	$ 418,000	$418,000
NFT	$33,000	$11,000	$11,000	$11,000
24/7 Phone Back-up	$50,000	$16,667	$16,667	$16,666
Total	$1,337,000	$445,667	$445,667	$445,666

14. Part 1 Section M. 9, labeled PAYMENT PROVISIONS in Amendment One (1) shall be amended by deleting the part in its entirety and replace the terms with the following:

Performance Evaluation and Bonuses: Benchmarks will be established for minimum performance standards for Transition Coordinators. The Department will evaluate the contractor's performance and may issue performance bonuses subject to available funds for superior performance. **Should a bonus be awarded, 50% of the bonus funding must go directly to the staff.**

15. Part 1, Section M ~~Section N~~, labeled BUGET PROVISIONS in Amendment One (1) shall be amended by deleting the part in its entirety and replace the terms with the following: Revised budget (below);

During the period **July 1, 2014 through June 30, 2015** the Contractor agrees to utilize Department funds in accordance with the following budget.

Contractual Services:	MFP TC	MFP Housing	Emergency Back Up	NFTP State Funds	TOTAL

Personnel Supervisor Salary	$47,500	$47,500	$0	$2,500	$97,500
Personnel Salaries	$329,722	$329,722	$27,261	$17,353	$704,058
Fringe	$112,768	$112,768	$8,450	$5,476	$239,462
Travel	$23,423	$23,423	$0	$1,699	$48,545
Supplies	$1,824	$1,824	$1,150	$96	$4,894
Equipment	$2,500	$2,500	$0		$5,000
Other	$27,606	$27,606	$11,919	$1,452	$68,583
Total Direct	**$545,343**	**$545,343**	**$48,780**	**$28,576**	**$1,168,042**
Indirect	$81,657	$81,657	$1,220	$4,424	$168,958
In Kind	$0	$0	$		$0
Grand Total	**$627,000**	**$627,000**	**$50,000**	**$33,000**	**$1,337,000**
Vacancy Savings Period 1	$0	$0	$0		$0
NET TOTAL	**$627,000**	**$627,000**	**$50,000**	**33,000**	**$1,337,000**

14. Part II Section E.1, labeled HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 in the Original Contract shall be amended by deleting the part in its entirety and replace the terms with the following:

MVQ
For CCC
For DSS

Health Insurance Portability and Accountability Act of 1996.

(a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, 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 is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and

(e) 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)[1],

and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").

(f) Definitions

(1) "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include an use or disclosure of PHI that violates the HIPAA Standards.

(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, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate 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 45 C.F.R. 164.402.

(g) 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 and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA standards.

(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, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the business associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;.

(7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, , 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. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.

(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 designated by the Covered Entity.

(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, maintained, transmitted 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 investigating or determining Covered Entity's compliance with the HIPAA Standards..

(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 designated by the Covered Entity, information collected in accordance with subsection (g)(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;

(C) provide a copy of the individual's PHI in an electronic health record; or

(D) amend PHI in the individual's designated record set,

the Business Associate agrees to notify the Covered Entity, in writing, within five business days of the request.

(15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do 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 by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations 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, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. 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 description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.

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 Individual(s) take to protect themselves from potential harm resulting from the breach.

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

5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.

(D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.

(E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.

(F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach 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.

(G) 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.

(h) 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 HIPAA Standards 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).

(i) 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(s) 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.

(j) 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 HIPAA Standards 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.

(k) 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 (g)(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 (k)(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, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(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.

(l) Miscellaneous Sections.

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

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

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

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

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

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

MVG
For CN.C

PEB
For DSS

~~**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.**~~

All terms and conditions of the original contract, and any subsequent amendments thereto, which were not modified by this Amendment remain in full force and effect.

SIGNATURES AND APPROVALS

017CCC-MFP-03 / 12DSS7101EL A2

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 - CONNECTICUT COMMUNITY CARE, INC.

Molly Rees Gavin, *President* — Date: 6/27/14

DEPARTMENT OF SOCIAL SERVICES

Roderick L. Bremby, *Commissioner* — Date: 6/30/14

OFFICE OF THE ATTORNEY GENERAL

~~ASST.~~ / ASSOC. ATTORNEY GENERAL *(Approved as to form ~~& legal sufficiency~~)* — 8/14/14

Joseph Rubin