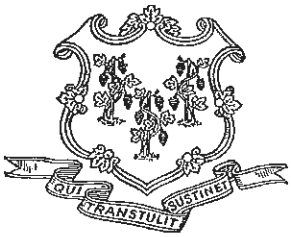

STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES

CONTRACT AMENDMENT

Contractor:	CONNECTICUT COMMUNITY CARE, INC.
Contractor Address:	43 ENTERPRISE DRIVE, BRISTOL, CT 06010-7472
Contract Number:	017CCC-MFP-03 / 12DSS7101EL
Amendment Number:	A1
Amount as Amended:	$1,954,719
Contract Term as Amended:	07/01/12 - 06/30/14

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 by the Office of the Attorney General on 11/15/12, is hereby amended as follows:

1. The total maximum amount payable under this contract is **increased by $1,294,933 from $659,786 to $1,954,719.** The increase is composed of $203,788.00 to fund SFY2013 services and $1,091,145.00 to fund SFY2014 services.

2. The term of the contract is extended for one additional year and the end date of the contract is changed from 06/30/13 to 06/30/14.

3. The minimum ongoing case load of active MFP participants listed in Part 1, Section A. 3 on page 3 of the original contract is increased from 15 to 20.

4. The following subsection shall be appended to Part 1, Section A 4.c on page 4 of the original contract:

   xii. Documentation of guardian or conservatorship visitation with MFP applicant prior to discharge.

5. Part 1, Section A.4.d on page 4 of the original contract is deleted and replaced with the following subsection:

   d. 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.

6. Part 1, Section A, 4.i on page 4 of the original contract is deleted and replaced with the following subsections:

   i. Follow up with each MFP participant for 12 months post discharge, if MFP participant does not have a Case Manager, or, 6 months post discharge according to the following schedule:

      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. In person visit within 90 days of discharge from institution;
      v. Phone contact monthly beginning 120 days post discharge, should it be deemed necessary.

7. Part 1 Section A.5 on page 4 of the original contract is deleted in its entirety and replaced with the following section:

   5. To perform the Community Living MFP Services, the Contractor shall provide the following positions dedicated to MFP transition coordinator activities:

      a. 7/1/12 – 6/30/13: 8 full time MFP Transition Coordinators at a minimum of 35 hours per week wholly dedicated to MFP transition coordination activities and **one** half time MFP Transition Coordinator at a minimum of 20 hours per week in the assigned geographic area approved by the Department.

      b. Starting 1/1/13, one additional half time (0.5 FTE) MFP Transition Coordinator;

      c. Starting 6/1/13, one additional (1 FTE) and one additional half time (0.5 FTE) MFP Transition Coordinator; and

      d. Starting 7/1/13, one additional (1 FTE) MFP Transition Coordinator. After this date, the Contractor shall have a total of eleven full time MFP Transition Coordinators at a minimum of 35 hours per week wholly dedicated to MFP transition coordination activities and **one** half time MFP Transition Coordinator at a minimum of 20 hours per week in the assigned geographic area approved by the Department.

      e. The Contractor shall not use funds received through this contract to provide staff with paid lunch time.

8. After 7/1/13, the number of full-time equivalents dedicated to housing coordination listed Part 1, Section A.8 on pages 6 and 7 of the original contract is increased from two to three.

9. The end date for Community Living Specialist services in Part 1 Section A.10 on page 6 of the original contract is changed from 9/30/12 to 6/30/13.

10. Part 1 Section A.14 on page 7 of the original contract shall be deleted in its entirety and replaced with the following section:

    The Department requires that all individuals hired by the Contractor as a Transition Coordinator or Housing Coordinator after June 1, 2013, must successfully complete the Certification Requirements specified by the Department within 90 days of the date of their employment. The 90 days will be viewed by the Department as a paid probationary employment period. After 90 days, if the probationary employee has not successfully passed the required Certification Requirements, the Department will no longer fund the position.

11. The following sections 15 through 17 shall be appended to Part 1 Section A on page 7 of the original contract:

    15. During the period 7/1/12 through 6/30/14, 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 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.

16. The Contractor shall provide Case Management service to individuals referred to them by the Department at a rate established by the Department. Case Management services sball include assessments, status reviews, engagement services and development of care plans.

17. The Contractor shall provide Closure services, as specified by the Department.

12. The following section will be appended to Part 1 Section B on page 8 of the original contract:

The Contractor shall utilize an amount not to exceed $7,095.00 to purchase eleven iPads with cases, and apps to be selected by the Department, to be utilized by the Transition Coordinators. The Contractor must be in continual compliance with the DAS BEST State Security Policies as amended from time to time on the website http://www.ct.gov/best/site/default.asp. Such funding is restricted to the items listed in this section and may not be expended for any other purpose.

13. The following deliverables are appended to the table in Part I Section J on page 12 of the original contract:

Name of Outcomes/Deliverable	Reporting Period	Date Due
Emergency status report	On-going	Within 24 hours of report
Monthly Report log	Monthly	15 days after the end of the month

13. The due date for the final financial report in Part 1, Section K.1 on page 12 of the original contract is changed from 9/30/13 to 9/30/14.

14. The following financial reporting schedule for SFY2014 is appended to Part I, Section K.4 on page 13 of the original contract:

Reporting Period	Submission Due Date
July 1, 2013 – October 31, 2013	November 30, 2013
November 1, 2013 – February 28, 2014	March 31, 2014
March 1, 2014 – June 30, 2014	September 30, 2014

15. The following payment schedule for SFY2014 is appended to Part I, Section L.4 on page 13 of the original contract:

	Annual	Signed Amendment	Period 2 10/31/2013	Period 3 1/31/2014
MFP (including housing)	$1,041,145	$347,048	$ 347,048	$347,048
NFT	$0	$0	$0	$0
24/7 Phone Back-up	$50,000	$16,667	$16,667	$16,667
Total	$1,091,145	$363,715	$363,715	$363,715

16. The following sentence is appended to **Performance Evaluation and Bonuses** Part 1 Section L. 9 on page 14 of the original contract: "Should the Contractor be awarded such a bonus, the Contractor must document that 50% of the bonus funding is given directly to the staff."

17. The Budget in Part I Section M on page 14 of the original contract is deleted and replaced by the following budgets:

SFY2013

The SFY2013 budget includes a Benchmark Bonus of $29,651.

Contractual Services: Adjusted by CO-MFP for Vacancy Savings	**MFP TC**	**MFP Housing**	**CLS**	**Emergency Back Up**	**TOTAL**
Personnel Supervisor Salary	$30,000	$0	$0	$0	$30,000
Personnel Salaries	$375,391	$87,750	$54,053	$26,999	$544,193
Fringe	$135,538	$23,506	$15,135	$7,560	$181,739
Travel	$32,398	$8,334	$0	$0	$40,732
Supplies	12,744			$3,127	$15,871
Equipment	$7,095	$2,200	$0	$0	$9,295
Other	$13,986		$5,240	$10,257	$29,483
Total Direct	**$607,152**	**$121,790**	**$74,428**	**$47,943**	**$851,313**
Indirect	$45,204	$0	$0	$2,057	$47,261
In Kind	$0	$0	$0	$0	$0
Grand Total	**$652,356**	**$121,790**	**$74,428**	**$50,000**	**$898,574**

Vacancy Savings Period 1	($30,000)	($5,000)	$0	$0	($35,000)
NET TOTAL	**$622,356**	**$116,790**	**$74,428**	**$50,000**	**$863,574**

SFY 2014

Contractual Services:	**MFP TC**	**MFP Housing**	**Emergency Back Up**	**TOTAL**
Personnel Supervisor Salary	$49,403	$0	$0	$49,403
Personnel Salaries	$557,464	$125,504	$27,261	$710,229
Fringe	$169,923	$35,141	$7,633	$212,697
Travel	$30,398	$2,000	$0	$32,398
Supplies	$8,764	$3,000	$4,227	$15,991
Equipment	$0	$0	$0	$0
Other	$8,000	$8,757	$10,257	$27,014
Total Direct	**$823,952**	**$174,402**	**$49,378**	**$1,047,732**
Indirect	$35,603	$7,188	$622	$43,413
In Kind	$0	$0	$	$0
Grand Total	**$859,555**	**$181,590**	**$50,000**	**$1,091,145**
Vacancy Savings Period 1	$0	$0	$0	$0
NET TOTAL	**$859,555**	**$181,590**	**$50,000**	**$1,091,145**

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

017CCC-MFP-03 / 12DSS7101EL A1

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.

[redacted]

Molly Rees Gavin, *President*

6/27/13
Date

DEPARTMENT OF SOCIAL SERVICES

[redacted]

Roderick L. Bremby, *Commissioner*

6/27/2013
Date

OFFICE OF THE ATTORNEY GENERAL

[redacted]

~~ASST.~~ / ASSOC. ATTORNEY GENERAL *(Approved as to form & legal sufficiency)*
ASSOC. ATTY. GENERAL Joseph Rubin

7/2/13
Date

____ Original Contract Number:	017CCC-MFP-03 / 12DSS7101EL
____ Amendment Number:	_____
Maximum Contract Value:	$659,786.00
Contractor Contact Person:	Joseph Consorte Tel: (860) 589-6226
DSS Contact - Contract:	Andrea Alexander Tel: (860) 424-5780
Program:	Dawn Lambert Tel: (860) 424-4897

STATE OF CONNECTICUT
PURCHASE OF SERVICE CONTRACT
("POS", "Contract" and/or "contract")
Revised October 2011

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: **CONNECTICUT COMMUNITY CARE, INC.**

Street: **43 ENTERPRISE DRIVE**

City: **BRISTOL** **State:** **CT** **Zip:** **06010-7472**

Tel#: **(860) 589-6226**

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

Contract Term	This Contract is in effect from **07/01/12** through **06/30/13.**
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 4-8 and 17b-3 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor ☐ IS or ☒ IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
Effective Date	This Contract shall become effective only as of the date of signature by the Agency's authorized official(s) and, where applicable, the date of approval by the Office of the Attorney General ("OAG"). Upon such execution, this Contract shall be deemed effective for the entire term specified above.
Contract Amendment	Part I of this Contract may be amended only be means of a written instrument signed by the Agency, the Contractor, and, if required, the OAG. Part II of this Contract may be amended only in consultation with, and with the approval of, the OAG and the State of Connecticut, Office of Policy and Management ("OPM").

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

If to the Agency:	**STATE OF CONNECTICUT** **DEPARTMENT OF SOCIAL SERVICES** **25 SIGOURNEY STREET** **HARTFORD, CT 06106** Attention: **Andrea Alexander**	If to the Contractor:	**CONNECTICUT COMMUNITY CARE, INC.** **43 ENTERPRISE DRIVE** **BRISTOL, CT 06010-7472** Attention: **Joseph Consorte**

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

TABLE OF CONTENTS

Part I
Scope of Services, Contract Performance, Budget, Reports, Program-Specific and Agency-Specific Sections

Part II
Terms and Conditions

A. Definitions

1. Bid
2. Breach
3. Cancellation
4. Claims
5. Client
6. Contract
7. Contractor Parties
8. Data
9. Day
10. Expiration
11. Force Majeure
12. Personal Information
13. Personal Information Breach
14. Records
15. Services
16. State
17. Termination

B. Client-Related Safeguards

1. Inspection of Work Performed
2. Safeguarding Client Information
3. Reporting of Client Abuse or Neglect
4. Background Checks

C. Contractor Obligations

1. Cost Standards
2. Credits and Rights in Data
3. Organizational Information, Conflict of Interest, IRS Form 990
4. Federal Funds
5. Audit Requirements
6. Related Party Transactions
7. Suspension or Debarment
8. Liaison
9. Subcontracts
10. Independent Capacity of Contractor
11. Indemnification
12. Insurance
13. Choice of Law/Choice of Forum; Settlement of Disputes; Claims Against the State
14. Compliance with Law and Policy, Facilities Standards and Licensing
15. Representations and Warranties
16. Reports
17. Delinquent Reports
18. Record Keeping and Access
19. Protection of Personal Information
20. Workforce Analysis
21. Litigation
22. Sovereign Immunity

D. Changes To The Contract, Termination, Cancellation and Expiration

1. Contract Amendment
2. Contractor Changes and Assignment
3. Breach
4. Non-enforcement Not to Constitute Waiver
5. Suspension
6. Ending the Contractual Relationship
7. Transition after Termination or Expiration of Contract

E. Statutory and Regulatory Compliance

1. Health Insurance Portability and Accountability Act of 1996
2. Americans with Disabilities Act
3. Utilization of Minority Business Enterprises
4. Priority Hiring
5. Non-discrimination
6. Freedom of Information
7. Whistleblowing
8. Executive Orders
9. Campaign Contribution Restrictions

PART I – SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, AND OTHER PROGRAM-SPECIFIC PROVISIONS

The Money Follows the Person (MFP) Rebalancing Demonstration, authorized by section 6071 of the Deficit Reduction Act of 2005 (P.L. 109-171), was designed to assist States to balance their long-term care systems and help Medicaid enrollees transition from institutions to the community. Congress initially authorized up to $1.75 billion in Federal funds through Fiscal Year (FFY) 2011. With the subsequent passage of the Patient Protection and Affordable Care Act (P.L. 111-148) in 2010, Section 2403 extended the program through September 30, 2016. An additional $2.25 billion in Federal funds was appropriated through FFY 2016. The MFP Demonstration supports State efforts to rebalance their long-term support system so that individuals have a choice of where they live and receive services.

The Contractor shall provide the following specific services for the Money Follows the Person Rebalancing Demonstration and agree to comply with the terms and conditions set forth as required by the Department of Social Services (herein referred to as the "Department"), including but not limited to the requirements and measurements for scope of services, contract performance, quality assurance, reports, terms of payment, and budget. No provisions shall be contained in this Part I that negate, supersede, or contradict any provision of Part II. In the event of such inconsistency between Part I and Part II, the provisions of Part II shall control.

A. DESCRIPTION OF MFP SERVICES:

1. The Contractor shall provide the services as set forth below to at least 30 persons living in institutional settings including but not limited to nursing homes referred by the Department for transition to a non-institutional community living situation ("MFP participants") during each 12-month period within the contract period for each full time equivalent MFP Transition Coordinator. The Contractor shall design these services to assist in the participants' successful transition and integration into non-institutional living arrangements in communities as assigned by the Department.

2. The Contractor shall transition a minimum of 10 MFP participants from institutions to homes in the community in accordance with the Department's policies, procedures and methods during each 12-month period within the contract period for each full time equivalent MFP Transition Coordinator.

3. Throughout the contract period the Contractor shall maintain a minimum ongoing caseload of 15 active MFP participants receiving MFP transition services and 10 MFP participants post transition per full time equivalent MFP Transition Coordinator, with a maximum time in transition from Department referral to discharge of 180 days.

4. Throughout the contract period, the Contractor shall:

    a. Contact each MFP participant referred by the Department to the Contractor within three business days of the referral from DSS;

    b. Complete first meeting with each MFP participant at the institution within 2 weeks of the referral from DSS and thereafter conduct subsequent meetings on a biweekly basis. The Application for Services shall be completed at the first meeting and emailed immediately to the Program Manager at the Department ;

    c. Maintain files for each MFP participant including but not limited to the following documentation:

        i. Completed self-assessment
        ii. Signed releases;
        iii. Intake for transition services
        iv. Informed Consent
        v. Transition Plan and Budget

vi. Copies of documents required for transition such as birth certificate and social security card;
vii. Applications for appropriate services;
viii. Rental Assistance application;
ix. Discharge day documentation;
x. Quality life survey
xi. Case closure documentation.

d. Complete and submit required electronic intake information to UCONN data base within two business days of first meeting;

e. The contractor shall ensure that all required data is accurately and timely entered into the MFP Web, My Community Choices, including but not limited to the following:

i. Challenges Checklist
ii. Quality of Life
iii. 30, 60, 90 day interviews

f. Complete transition plan and budget as described in Sections A.6.n and A.6.o below and submit said plan and budget to the Department for review and approval 30 days prior to MFP participant's anticipated discharge from the institution. Failure to obtain an approved transition plan and budget may result in financial sanctions to the contractor up to the amount of the unapproved transition budget expenses and any other costs the state incurs as a result of the contractor not obtaining Departmental approval.

g. According to procedures approved by the Department complete the Quality of Life survey within 30 days prior to participant's discharge to the community on the MFP Web.

h. Verbally report all critical incidents regarding each MFP participant in the community to the Department's Program Manager immediately upon notification, with a written report submitted to the Program Manager within 24 hours.

i. Follow up with each MFP participant for 6 months post discharge, or, if MFP participant is approved for the Rental Assistance Program and/or is approved under State Plan Services, for 12 months post discharge according to the following schedule:

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.

5. To perform the Community Living MFP Services, the Contractor shall hire and utilize eight full time MFP Transition Coordinator at a minimum of 35 hours per week wholly dedicated to MFP transition coordination activities and one half time MFP Transition Coordinator at a minimum of 20 hours per week dedicated to MFP transition coordinator activities in assigned geographic area approved by the Department. Funds issued under this contract cannot be used to provide staff with paid lunch time.

6. For each MFP participant, the MFP Transition Coordinator shall:

a. Review and initiate the transition planning team process within 3 business days of receipt of each participant's referral from the Department;
b. Lead the transition planning team process;
c. Implement Department-approved procedures for informing institutional residents and staff about opportunities to transition to the community with home and community based supports;

d. Implement Department-approved procedures for responding to inquiries from institutional staff, residents and their family members;
e. Distribute Department-approved MFP program brochures that provide information about the MFP demonstration including but not limited to rights and responsibilities of participants, services and packages available, demonstration services available and supplemental services available;
f. Assist participants in identifying housing resources including but not limited to accessibility modifications to potential housing and connection to housing coordinators, and assist clients with arranging transportation to view units as needed;
g. Assist participants in obtaining documentation such as birth certificates and social security cards required for transition to the community;
h. Assist participants with identification and contacting of transition team members that the participant would like to have included in the process;
i. Assist participants with identifying and contacting informal community supports including but not limited to support groups and religious affiliations;
j. Identify and assist with initiating assessment and care planning for home and community based services from the appropriate Federal waiver program's operating agency;
k. Establish contact with and include guardian and/or conservator and/or durable power of attorney in the transition planning process according to procedures approved by the Department;
l. Prior to participant's discharge from the institution, assist with locating a Medicaid-participating physician and set up of and transportation as needed to and from an initial post-discharge appointment for participant;
m. Assist with the completion of each participant's Department-approved self assessment tool to evaluate future needs for services and supports;
n. Complete and submit to the Department for approval a transition services needs assessment and individual budget recommendation, to be used to assess the need for Department Transitional MFP funds required for items such as furniture and assistive technology which cannot be funded by Medicaid State plan or home and community based waiver programs funding.
o. Complete and submit a transition plan for approval by the Department 30 days prior to discharge from an institutional setting. The transition plan must include identification of housing; recommendation of transitional services budget as listed in the Budget Provisions Section of this contract, evidence regarding notification of MFP emergency back up system and evidence of State approval for home and community based service package and identification of Medicaid procedures and requirements regarding, at a minimum, individual planning, due process, notice, and appeal issues and incorporation of the aforementioned procedures and requirements into the participant's care plan and other information as requested by the Department;
p. Complete and submit a Department-approved Quality of Life survey for each participant prior to discharge from the institution;
q. Provide self-advocacy services for a period of up to 180 days after discharge. Self-advocacy services include identifying and referral of concerns about the transition plan to the appropriate agency and assuring that hiring and management concerns relative to personal assistance are identified and referred to the appropriate agency;
r. Set up and attend monthly team meetings with each facility with all appropriate parties present, including but not limited to nursing, social services, ombudsman, etc.
s. Participate in required new staff training activities; and
t. Attend all monthly training/case management meetings and other required training as identified by the Department.

7. Throughout the term of this contract, if the number of MFP referrals the Contractor receives from MFP is insufficient to meet the minimum required case load, the Contractor shall engage in MFP outreach activities aimed at increasing the number of MFP referrals.

8. Throughout the term of this contract, the Contractor will provide housing coordination services as detailed herein to persons transitioning from nursing homes to homes in their communities under the Department's Money Follows the Person Program (MFP). Throughout the term of this contract, the

Contractor shall staff the Program with two full-time equivalents dedicated to housing coordination efforts for the benefit of clients receiving services under this program.

9. The Contractor shall provide housing coordination services including but not limited to:

   a. Identifying potential units, including but not limited to assisted living units, apartments, individual homes, and subsidized housing, based upon the results of the client's needs assessment and which meet the criteria of the MFP operating protocol. With the exception of clients who find units earlier in their housing search, the Contractor will show and/or provide each client with at least two housing listings;

   b. Providing suburban listings first or exclusively to clients expressing interest in relocating to suburban communities;

   c. Assisting clients with arranging transportation to view units, and providing the clients with contact information for public or private transportation entities available for transporting the participant from the nursing home to the unit. The Contractor shall inform all clients that the clients are responsible for final arrangements. The Contractor shall make funds available to the client, within the limitations established in the Contractor's budget, to assist the payment of transportation if the client's funds are not sufficient to cover the cost. In the event that a client has a communication disorder, the Contractor shall contact the transportation entity on behalf of the client;

   d. Identifying need for and assisting clients with the application for the Department's Rental Assistance Program (RAP) and Security Deposit Guarantee Program;

   e. Identifying need for modifications to a rental unit found by the Contractor, based on the Department approved accessibility check list;

   f. Identifying and gaining landlord approval regarding accessibility modifications required to make housing accessible to clients;

   g. Assisting clients with applications for MFP accessibility modification funds;

   h. Coordinating accessibility modifications with the Department-approved contractor; and

   i. Providing required RAP briefings to each client applying for rental assistance at the client's nursing home residence prior to transition.

10. From July 1, 2012 through September 30, 2012, the Contractor shall provide Community Living Specialist Services to persons living in skilled nursing facilities who are referred to the Contractor by the Department. Services include but are not limited to provision of information about community long-term care services.
    a. The Contractor shall provide one full time staff dedicated to the provision of this service.
    b. This position shall be located within the Contractor's Aging and Disability Resource Center.
    c. This position shall be responsible for assisting to obtain verification and information necessary to determine eligibility for MFP and Medicaid.
    d. This position shall be responsible for certain tasks associated with expedited referrals as identified by the Department, including but not limited to those below,.
        i. Within one business day of receipt of the referral verify payment Source, document in web, and notify the Department if there is a problem;
        ii. Implement Department-approved process for responding to inquiries from institutional staff, residents and their family members;
        iii. Assist participants in obtaining documentation such as birth certificates and social security cards required for transition to the community;

iv. Assist participants with identifying and contacting informal community supports including but not limited to support groups and religious affiliations;
v. Establish contact with and include guardian and/or conservator in the process according to procedures approved by the Department;
vi. Perform administrative oversight of transition including but not limited to documenting challenges, contacting facilities, completing and submitting a transition budget recommendation to the Department for approval, entering Emergency Back Up Plan, notifying the Department and its fiscal intermediary of the transition on the same day the transition occurred.
vii. Provide post transition follow up by telephone up to 180 days after discharge including identifying and referral of concerns about the transition plan to the appropriate agency and assuring that hiring and management concerns relative to personal assistants are identified and referred to the appropriate agency;
viii. Participate in required staff training activities;

11. The Contractor shall be financially responsible for losses incurred by the Department due to failure of the Contractor to abide by any of the terms of the contract. For example, when the MFP participant is eligible for the Rental Assistance Program (RAP), and the parties have a fully executed lease, the MFP Participant must transition to the unit within 15 days. If there is a delay, then the Contractor must request an exception from the Department. Failure to adhere to this term may result in the Contractor being financially obligated for the unit rental amount not covered by RAP.

12. The Contractor shall ensure that supervision is provided for MFP Transition Coordinator and Housing Coordinator staff. The supervisor will be a key personnel position which the Department must approve in writing. The Contractor shall provide the Department with any information it has to help the Department with the approval process, including but not limited to, the proposed supervisor's resume or biography and references and shall facilitate the Department's contact with the recommended supervisor prior to his/her official appointment. The supervisor shall have sufficient authority to make day to day operational decisions consistent with policies and procedures approved by the Department of Social Services, for example assigning cases, day to day guidance, overseeing and reviewing staff work and productivity, communicating policy and procedural changes, providing direct support and direction on difficult or unusual cases, and facilitating staff training and development. The supervisor shall participate in mandatory monthly MFP meetings and produce programmatic reports as requested by the Department.

13. The Contractor shall notify the Department within two business days of any changes in staffing funded by this contract. Should the supervisor not continue in the role as MFP supervisor or any transition coordinator no longer continue as a full time MFP transition coordinator, the Contractor shall submit a written plan to DSS for the continuation of demonstration operations until new staff is fully hired and engaged in the administration and/or operation. If a short term vacancy is expected (e.g. medical leave, maternity leave), then the Contractor shall submit a vacancy plan in writing to the Department.

14. The Department may implement a minimum knowledge requirement for Transition Coordinators. If this requirement is implemented, the Department will notify the Contractor. The Department will fund a TC position during training but will not continue to fund the position if the Transition Coordinator does not meet the minimum knowledge requirement determined by testing. The Department will set the testing schedule and notify the Contractor.

B. PROGRAM ADMINISTRATION:

1. The Contractor shall provide Program services at the various institutions within the geographic area assigned by the Department.

2. The Contractor shall submit to the Department the names of key staff assigned to geographic areas under both the MFP and the NFTP.

3. The Contractor's administrative office is located at 43 Enterprise Drive, Bristol, CT 06010-7472.

4. The Contractor will convene full Board of Directors meetings at least 4 times during each 12-month period during the contract period.

5. The Contractor agrees to develop and maintain policies relative to personnel. Said personnel policies shall be maintained at the Contractor's location in the Contractor's files and will be made available to the Department as requested by the Department, its representatives and its agents. The Contractor further agrees to submit a copy of its personnel policies to the Department, if requested, within ten days of receipt of such request.

6. The Contractor shall install and utilize Tumbleweed, or an equivalent software to ensure that electronic messages are transmitted through a secure platform.

7. The Contractor shall install and utilize software (such as Adobe Acrobat) that will accommodate the uploading of paper documents to the MFP Web and emailing documents to MFP CO.

C. SUBCONTRACTED SERVICES. In addition to Part II of this contract:

1. In accordance with Part II, Subcontracts (Section C.9), the Contractor shall enter into a subcontract with the service providers whose identity, services to be rendered and costs shall be specified below:

Subcontracting Organization	Address	Description of Services	Performance Period	Payment Terms/ Total Value

2.

a. Absent compliance with subsection 1 above, in accordance with Part II, Subcontracts (Section C.9), if following the execution and approval of this contract, the Contractor has identified subcontractors for which it would like to retain, then the Contractor may propose the use of subcontractors not specified herein. The Contractor must request and obtain prior written approval from the Department before finalizing any subcontract arrangement.

b. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; and (4) provide assurances to the Department that the proposed subcontract contains the terms specified in subsection 3 below.

3. Each and any subcontract must contain terms that shall require the subcontractor to adhere to the requirements of Part II, including but not limited to:

a. Client-Related Safeguards (Section B);

b. Contractor Obligations (Section C) – related to the following topics:
   - Federal Funds;
   - Audit Requirements;
   - Related Party Transactions,
   - Suspension or Debarment,
   - Independent Capacity of Contract,
   - Indemnification [of the State],
   - Insurance,
   - Compliance with Law and Policy, Facilities Standards and Licensing,
   - Representations and Warranties,

- Record Keeping and Access,
- Protection of Personal Data,
- Litigation, and
- Sovereign Immunity.

c. Changes To The Contract, Termination, Cancellation and Expiration (Section D) – specifically Contractor Changes and Assignment; and

d. Statutory and Regulatory Compliance (Section E).

4. The Contractor agrees to be responsible to the Department for the performance of any subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall bear full responsibility, without recourse to the Department for their performance.

5. The Contractor shall retain the Department's written approval and each subcontract in the contract file.

6. Absent compliance with this section, no Contractor Party expense related to the use of a subcontractor will be paid or reimbursed by the Department unless the Department, in its sole discretion, waives compliance with the requirements of this section. In order to be effective, any waiver of the requirements of this section must be in writing and signed by the Agency Head or such other Department employee appointed by the Agency Head pursuant to Section 4 – 8 of the Connecticut General Statutes. The Department, in its discretion, may limit or condition any waiver of these requirements as it deems appropriate, including, for example, by limiting the dollar amount or any waiver, requiring proof that the subcontractor provided services under the contract, by requiring that any federal requirements under any federal grant program are satisfied, and/or requiring proof that the Contractor utilize the funds paid under the contract to promptly pay the subcontractor for services rendered.

D. FEDERAL REQUIREMENTS

1. In addition to Part II of this contract, the Contractor certifies that it has taken proper assurances to prohibit the use of Federal funds for Lobbying as detailed below. The State requires that the language of the following certification be included in 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 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 a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the State shall complete and submit standard Federal form LLL, "Disclosure Form to Report Lobbying," (obtained from Health and Human Services) in accordance with its instructions.

E. CONFIDENTIALITY OF PARTICIPANT INFORMATION

1. For the sole purpose of the performance of Contractor's duties under this contract, the Department shall provide the Contractor with access to the Department's MFP data collection web site and the tools necessary for the Contractor to access the web site including but not limited to the necessary software, confidential passwords and training.

2. Neither during the term of the this Contract nor at any time thereafter shall the Contractor and its officers, directors, agents employees, consultants, independent contractors, and representatives itself directly or indirectly disclose or use, or enable anyone else to disclose or use, any Confidential Information obtained from their participation in MFP, without the prior written approval of the Department.

3. Confidential Information shall include but not be limited to applicants' and/or participants' of MFP personal and or financial information benefits and services administered and/or provided by the Department. Confidential information shall also include any and all such information that the Department provides or grants access to the Contractor or any of its affiliates, officers, directors, agents, employees, consultants, independent contractors, or representatives.

4. The Contractor agrees to maintain and implement any and all Department requirements regarding the confidentiality of client information, pursuant to Connecticut General Statutes §17b-90.

5. The Contractor agrees that all documents of any nature obtained through participation in MFP or directly from the Department or its designees, are and shall remain the property of the Department. All such documents and all copies of such documents, including electronic copies, shall be surrendered to the Department at the termination of this Contract or at the Department's request whichever is earlier. The Contractor agrees that upon request of the Department it will promptly destroy all written, electronic or tangible documents received by it pursuant hereto without retaining copies thereof and will provide to the Department a certificate as to the return or destruction of such documents.

6. The Contractor agrees that any Confidential Information received by the Contractor will not be subsequently disclosed by the Contractor to any person, firm or entity other than to Contractor's agents, employees, consultants or representatives who have a need to know in order to fulfill the Contractor's obligation under this Contract. The Contractor agrees that each of its agents, employees, consultants or representatives that receive or may receive any Confidential Information will be bound by the provisions hereof on the same terms and conditions as the Contractor as if specifically named a party hereto. This provision shall survive the termination of this Contract.

7. The Contractor shall inform the Department upon execution of this Agreement, which personnel require access to the MFP data base so that the Department may make the appropriate security modifications.

8. The Contractor agrees to maintain and implement any and all Department requirements pertaining to performing audits and logging functions for Confidential Information and Information Technology resources that store, process, have access to, and/or transmit Confidential Information.

9. The Contractor agrees to be subject to a Department audit, from time to time, which will, among other things, audit the Contractor's use and safeguarding of Confidential Information;

10. The Contractor agrees to prohibit its employees, agents and/or contractors and their employees from sharing the confidential passwords needed to access the MFP data base and/or accessing data through MFP data base under another individual's user number;

11. The Contractor agrees to notify the Department within two business days of changes in personnel with access to the MFP data base so that the Department may make the appropriate security modifications;

12. The Contractor agrees that if they are requested or required in a judicial, administrative or governmental proceeding to disclose any Confidential Information and/or documents, it will notify the Department immediately upon receipt of notice thereof, so that the Department may either seek an appropriate protective order or waive the provisions of this Contract. This provision shall survive the termination of this Contract.

13. This Section E shall terminate two years from the date of the Contractor's last receipt of Confidential Information pursuant to the Contract; provided, however, Contractor's obligations to maintain the confidentiality of the Confidential Information and/or documents encompassed hereby shall survive the termination of this contract.

14. The Contractor and its officers, directors, agents, employees, consultants, independent contractors and representative agree to indemnify, defend and hold harmless the State of Connecticut, as well as all Departments, officers, agents and employees of the State from and against any and all claims, losses or suits directly or indirectly resulting from the Contractor's failure to comply with the terms of this section.

F. QUALITY ASSURANCE COMPLIANCE:

1. The Contractor agrees to comply with any and all applicable regulations adopted by the Department or other Department pursuant to the services provided under this contract and, as applicable, require that all pertinent subcontractors comply as well.

2. The performance of the Contractor, and applicable subcontractors, will be reviewed and evaluated at least annually by the Department's Program representative. Such reviews and evaluations may include an examination of the documents and reports submitted by the Contractor. Such reviews and evaluations may be performed by examination of documents and reports applicable to the Program services provided under this contract, as well as related feedback from clients and employees served by the Contractor.

G. PROGRAM EVALUATION. The Contractor agrees to conduct an annual self-assessment of the funded Program to assess goals, progress, and effectiveness. Such assessment shall be conducted by an individual or group of individuals who are not directly involved in the administration and operation of this Program. The Contractor shall produce a report that describes the methodology and results of the self-assessment. The report should identify, among other things, the individual(s) who conducted the self-assessment and their relationship to the Program, the strengths of the Program, the weaknesses of the Program and should include recommendations to the Contractor's staff. The Contractor shall present the report to its Governing Body and have any comments on the report documented through minutes of the meeting or other formal recording process. The report, including confirmation of its presentation to the Contractor's Governing Body and any comments thereto, shall be made available to the Department's Contract Manager at the time of the annual DSS on-site review or not later than eight months from the start date of this contract. Clients will participate in the Program's evaluation process by completing the Contractor's service satisfaction surveys. The Contractor will include a summary of such surveys completed in the evaluation report

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. Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery, if delivered by hand (in which case assigned receipt will be obtained), or 3 days after posting if sent by registered or certified mail, return receipt requested. Notices shall be addressed as follows:
   a. In case of notice(s) to the Contractor:

   Ms. Molly R Gavin, President
   Connecticut Community Care, Inc.
   43 Enterprise Drive
   Bristol, CT 06010-7472
   (860) 589-6226 or mollyg@ctcommunitycare.org

b. In case of notice(s) to the Department regarding this contract:

Andrea C. Alexander
Contract Administration Unit
Department of Social Services
25 Sigourney Street
Hartford, CT 06106
(860) 424-5780 or andrea.alexander@ct.gov

c. In case of notice(s) to the Department regarding the Program:

Dawn Lambert
Money Follows the Person Program
Division of Health Services
Department of Social Services
25 Sigourney Street
Hartford, CT 06106
(860) 424-4897 or dawn.lambert@ct.gov

3. Said notices shall become effective on the date of receipt as specified above or the date specified in the notice, whichever comes later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address, which shall be effective on the tenth day following receipt.

J. DELIVERABLES AND NON-FINANCIAL REPORTING REQUIREMENTS

The Contractor shall submit the following deliverables to the Department.

Name of Outcomes/Deliverable	Contract Reference	Reporting Period	Date Due
Quality of Life Survey	Section A.6.p	Ongoing	1 week prior to participant's discharge
Completed Transition Plan	Section A.6.o	Ongoing	30 days prior to discharge
Proof of attendance at required training and meetings	Sections A.6.s, A.6.t	Ongoing	30 days after the end of the 4 month reporting period
Proof of participation in monthly team meetings with each facility	Section A.6.r	Ongoing	30 days after the end of the 4 month reporting period

K. FINANCIAL REPORTING REQUIREMENTS

1. The Contractor shall submit financial reports to the Department on 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 final financial report shall be due on September 30, 2013.

2. Each financial report shall be submitted with a report of expenses, by budgeted line item, incurred during the previous financial report and shall compare the actual expenditures against the anticipated expenditures as set forth in the approved budget in Section M of this agreement.

3. Each financial report must include an explanation of variances between the anticipated expenditures as documented in the approved budget and the actual expenditures, and be signed by the Contractor's appropriate fiscal authority.

4. The Contractor shall submit the required financial reports to the Department in accordance with the following schedule:

Reporting Period	Submission Due Date
July 1, 2012 – October 31, 2012	November 30, 2012
November 1, 2012 – February 28, 2013	March 31, 2013
March 1, 2013 – June 30, 2013	September 30, 2013

5. All reports and deliverables must be submitted for Department review and approval to the Department's Program Representative as listed in Section I.1.c.

6. Interest: Any interest earned by the Contractor as a result of payments authorized by the Department shall be reported to the Department by the Contractor on the next financial report submitted after that interest income is earned. The Contractor agrees to follow the Department's direction as to the disposition of such interest income.

L. PAYMENT PROVISIONS

1. The Department shall pay the Contractor for services rendered in accordance with the terms of this contract up to a maximum amount not to exceed $659,786.00 during the contract period July 1, 2012 through June 30, 2013.

2. All requests for payment must be submitted for Department review and approval to the Department's Program Representative as listed in Section I.1.c.

3. The Department will issue the first payment to the Contractor upon execution of the contract by all parties and approval of the Office of the Attorney General.

4. Subsequent payments shall be made in accordance with following Payment Schedule, contingent upon the availability of funds; Contractor's compliance with the terms of the contract; and the DSS Program Representative's receipt and approval of a completed request for payment on DSS Form W-1270 and the requisite Financial Reports and other deliverables as described in Part I, Section K.

Payment Schedule

	Annual	Signed Contract	Period 2 10/31/2012	Period 3 1/31/2013
MFP	$642,370	$202,401	$219,985	$219,985
NFT	$0	$0	$0	$0
CLS	$17,416	$5,805	$5,805	$5,805
Total	$659,786	$208,206	$225,790	$225,790

5. 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.

6. The Department assumes no liability for payment made to the Contractor under the terms of this contract until and unless the Federal funds to be used for services delivered under this agreement are authorized and made available to the Department.

7. Requests by the Contractor to carry forward non-obligated funds at the end of a funding period must be submitted for review and approval by the Department's Program Representative by May 31 of each calendar year during the contract period.

8. **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 Department's Commissioner, be carried forward and used as part of a new contract period if a new similar contract is executed.

9. **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.

M. BUDGET PROVISIONS

During the period **July 1, 2012 through June 30, 2013** the Contractor agrees to utilize Department funds in accordance with the following budget.

Contractual Services: Adjusted by CO-MFP for Vacancy Savings	**MFP TC**	**MFP Housing**	**CLS**	**TOTAL**
Personnel Supervisor Salary	$30,000	$0	$0	$30,000
Personnel Salaries	$301,319	$83,950	$13,606	$398,875
Fringe	$92,769	$23,506	$3,810	$120,085
Travel	$27,779	$8,334	$0	$36,113
Supplies	$2,766			$2,766
Equipment	$7,700	$2,200	$0	$9,900
Other	$51,553			$51,553
Total Direct	**$513,886**	**$117,990**	**$17,416**	**$649,292**
Indirect	$28,078	$0	$0	$28,078
In Kind	$0	$0	$0	$0
Grand Total	**$541,964**	**$117,990**	**$17,416**	**$677,370**
Vacancy Savings Period 1	**($12,584)**	**($5,000)**	**$0**	**($17,584)**
NET TOTAL	**$529,380**	**$112,990**	**$17,416**	**$659,786**

DSS shall not reimburse the Contractor for indirect costs that exceed 7% of all direct costs as detailed in the financial reports submitted by the Contractor and approved by DSS.

N. 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 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 20% 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 of more than 20%;

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.

O. PROCEDURE FOR TERMINATION. Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the Notice of Termination.

2. If the Department so directs in writing, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination or assign to the Department in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the Contractor under the subcontracts not so terminated, in which case the Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts.

3. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.

4. Be entitled to payment for services rendered through the effective date of termination.

P. MISCELLLANEOUS PROVISIONS

1. **Contractor Procurements**

   a. The Contractor agrees to conduct procurements of equipment, services, and/or supplies necessary to discharge its duties under this contract through the use of competitive bids. The Contractor must retain evidence of its procurements in its files for audit purposes.

   b. Contractors may obtain procurement guidance from the Department.

2. **Equipment and Supplies**

   a. Equipment shall mean all tangible personal property such as tables, chairs, lamps, desks, copying machine, typewriters, computer equipment, etc., with a normal useful life of at least one year.

   b. Supplies shall mean all tangible personal property other than equipment.

   c. Purchase of equipment and supplies by the contract shall be limited to those items essential to carrying out the Program, operations and/or services authorized by this contract and approved by the Contract Administrator.

   d. The Contractor shall maintain an inventory of all equipment and shall provide copies of the inventory to the Department upon acquisition of the equipment or as requested by the Contract Administrator. The Department shall determine the inventory data requirements.

   e. Any item of equipment purchased under this agreement, may not be discarded, sold or removed from the inventory without the prior written approval of the Contract Administrator.

   f. Prior to the expiration or termination of the contact by either party, the Department will determine the manner of the disposition of all equipment and unused supplies purchased under this agreement.

   g. Within 90 days of the termination of this contract, the Contractor will be informed in writing by the Contract Administrator as to the disposition method of equipment and unused supplies if the agency goes out of business.

3. **Audit Exceptions.** In addition to and not in any way in limitation of the obligation of the agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any State or Federal audit exceptions and shall return to the Department all payments made under the agreement to which exception has been taken or which have been disallowed because of such an exception.

4. **Severability.** If any provision of this contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this contract shall be enforced to the fullest extent permitted by law.

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

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

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

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

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

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

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

7. **"Contractor Parties"** shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.

8. **"Data"** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.

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

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

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

12. **"Personal Information"** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien

registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Personal Information shall also include any information regarding clients that the Department classifies as "confidential" or "restricted." Personal Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

13. **"Personal Information Breach"** shall mean an instance where an unauthorized person or entity accesses Personal Information in any manner, including but not limited to the following occurrences: (1) any Personal Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Personal Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Personal Information together with the confidential process or key that is capable of compromising the integrity of the Personal Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

14. **"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.

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

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

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

B. Client-Related Safeguards.

1. Inspection of Work Performed.

(a) The Agency or its authorized representative shall at all times have the right to enter into the Contractor or Contractor Parties' premises, or such other places where duties under the Contract are being performed, to inspect, to monitor or to evaluate the work being performed in accordance with Conn. Gen. Stat. § 4e-29 to ensure compliance with this Contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to Agency representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this Section shall be made available to the Contractor.

(b) The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

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

3. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S.§§ 17a-

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

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

C. Contractor Obligations.

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM on the Web at http://ct.gov/opm/fin/cost_standards.

2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the [insert Agency name] or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.

3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of 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.

4. **Federal Funds.**

   (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part 1 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 it 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 cancellation or termination of this Contract.

(2) 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.

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

(d) 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 cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

5. **Audit Requirements.**

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

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

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

(d) The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

6. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this

Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

(a) Real estate sales or leases;

(b) leases for equipment, vehicles or household furnishings;

(c) Mortgages, loans and working capital loans; and

(d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

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

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

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

(2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and

(4) Have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.

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

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

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

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

11. **Indemnification.**

(a) The Contractor shall indemnify, defend and hold harmless the state of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:

(1) claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and

(2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its indemnification and hold-harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold barmless against Claims includes Claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.

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

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

(d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any sections survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.

(e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

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

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

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

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

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

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

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

(b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.

(c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

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

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

(b) applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

15. **Representations and Warranties.** Contractor shall:

(a) perform fully under the Contract;

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

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

16. **Reports.** The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.

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

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

19. **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=253968http://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.

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

21. **Litigation.**

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

(b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

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

D. <u>Changes to the Contract, Termination, Cancellation and Expiration</u>.

1. **Contract Amendment.**

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

(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 cancellation 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 cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.

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

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

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

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

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

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

(6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or

(7) any combination of the above actions.

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

(d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.

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

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

Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

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

6. **Ending the Contractual Relationship.**

(a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. 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.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.

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

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

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

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

1. Health Insurance Portability and Accountability Act of 1996.

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

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

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

(d) The Contractor, on behalf of the Agency, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and

(e) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and

(f) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), 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 (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (h)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or

destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Sections.

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

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

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

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

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

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

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

2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (http://www.ada.gov/) as amended from time to time ("Act") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate 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 he 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/seec

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11
Page 1 of 2

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. 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 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, 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

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.

[redacted]

MOLLY REES GAVIN, *President*

11 / 7 / 12
Date

DEPARTMENT OF SOCIAL SERVICES

[redacted]

RODERICK L. BREMBY, *Commissioner*

11/13/2012
Date

OFFICE OF THE ATTORNEY GENERAL

[redacted] Joseph Rubin

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

11/15/12
Date