



Original Contract #: 2024-xxxx

Amendment #:

Max. Contract: \$ 1,000,000

Contract Contact Person:

Contact Telephone:

Contact Email:

STATE OF CONNECTICUT
PURCHASE OF SERVICE CONTRACT
("POS", "Contract" and/or "contract")
Effective January 23, 2023

The State of Connecticut Department of Public Health

Street: 410 Capitol Avenue, P.O. Box 340308, MS # 13 GCT

City: Hartford State: CT Zip: 06134-0308

Tel#: 860-509-7704 ("Agency" and/or "Department"), hereby enters into a Contract with:

Contractor's Name: Connecticut Quitline Vendor

Street:

City: State: Zip:

Tel#:

("Contractor"), for the provision of services outlined in Part I. 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:

Table with 2 columns: Contract Term / Effective Date, Statutory Authority, Set-Aside Status, Contract Amendment. Contains details about contract dates, authority, set-aside status, and amendment procedures.

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, sent by email, 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:

Table with 4 columns: If to the Agency, State of Connecticut, Attention; If to the Contractor, Attention.

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. Client Agency
 - 7. Contract
 - 8. Contract Parties
 - 9. Data
 - 10. Expiration
 - 11. Force Majeure
 - 12. Confidential Information (formerly Personal Information)
 - 13. Confidential Information Breach (formerly Personal Information Breach)
 - 14. Records
 - 15. Services
 - 16. State
 - 17. Termination
- B. Client-Related Safeguards**
 - 1. Safeguarding Client Information
 - 2. Reporting of Client Abuse or Neglect
 - 3. 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 and Inspection of Plant, Places of Business and Records
 - 6. Related Party Transactions
 - 7. Suspension or Debarment
 - 8. Liaison
 - 9. Subcontracts
 - 10. Independent Capacity of Contractor
 - 11. Indemnification
 - 12. Insurance
- C. Contractor Obligations, Continued**
 - 13. Sovereign Immunity
 - 14. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State
 - 15. Compliance with Law and Policy, Facility Standards and Licensing
 - 16. Representations and Warranties
 - 17. Reports
 - 18. Delinquent Reports
 - 19. Protection of Confidential Information
 - 20. Workforce Analysis
 - 21. Litigation
- 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 and Other Enactments
 - 9. Campaign Contribution Restriction
 - 10. Summary of Ethics Laws
 - 11. Large State Contract Representation for Contractor
 - 12. Large State Contract Representation for Official or Employee of State Agency
 - 13. Iran Energy Investment Certification
 - 14. Access to Data for State Auditors
 - 15. State Business-Related Call Center and Customer Service Work
 - 16. Consulting Agreements Representation

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

The Contractor shall provide the following specific services for the Tobacco Use Cessation and Reduction Treatment Program (Program) and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget. No Sections in this **Part I** shall be interpreted to negate, supersede, or contradict any Section of **Part II**. In the event of any such inconsistency between **Part I** and **Part II**, the Sections of **Part II** shall control.

SECTION A Subsection A.1 GENERAL TERMS AND CONDITIONS

1) The Contractor shall provide services for the Tobacco Control Program - Connecticut Quitline described in detail, as follows. Such services shall be provided in accordance with the requirements of Subsection **A.1**, program specific **Subsection A.2**, and **Part II** of this Contract.

2) Reports and Report Schedule

a) The Contractor shall submit to the Department periodic program, statistical, fiscal and expenditure reports, as applicable, in the format(s) provided by the Department, in accordance with the following schedule:

Funding Period: 04/01/2024 to 03/28/2029

Weekly Reporting
Due no later than Wednesday of each week following the week being reported.
Data Reports
How Heard about Quitline Program by Town; Participant Type by Day of Week; and Participant Type by Services Provided
Monthly Reporting
Due no later than the 15 th of each month following the month of service.
Data Fields & Reports
Total incoming calls; Live response rate; Average speed of answering call; Number of messages left; Number of callers registered for services by type (tobacco user, proxy, health care provider); Number of other calls (calls that do not result in a registered participant such as calls for general public information, hang up, prank, wrong number, or transfer calls to either another state Quitline or to another Quitline account); Tobacco users by stage of readiness to quit; Tobacco users by type of tobacco used; Pregnancy status of tobacco users (Yes/No); Demographic reports of tobacco users - e.g. by race, ethnicity, gender identity, age, education, sexual orientation, mental health status, chronic disease status, income level and

primary language, method of entry to Quitline (phone, web, text, referral, other) and how they heard about the Quitline;

How heard about the Quitline by town;

Participant type by town, county, and planning region;

Participants by health insurance plan;

Participant race by Hispanic or Non-Hispanic ethnicity;

Number of referrals to the Quitline by type of referral (e.g. health care provider fax referral, electronic referral), source (names of agencies that provided referrals), and type of service requested;

Summary of Services provided:

Number of single call interventions: registered, completed, attempts,

Number of multiple call interventions: registered completed Call One, Call Two, Call Three, Call Four, Call Five, attempts, "ad hoc" calls,

Number of Digital Participants, separated for both online and text registrations,

Number receiving materials only, general questions, and

Number of participants receiving Nicotine Replacement Therapy (NRT) by types and amounts.

Pregnancy Program Demographic and Services Reports;

Youth Support Program Demographic and Services Reports;

Number of tobacco users who receive NRT, NRT combination, or prescription medication by type and amount of NRT or medication and health insurance status;

Performance Dashboard Report;

Number of Medicaid participants by type of call or service provided;

Medicaid Detail Report which includes the following information for each Medicaid participant receiving Quitline services: name, Medicaid ID number, town of residence, dates of counseling calls, and amounts and types of NRT shipped;

Number of participants receiving NRT by type(s) and amount of NRT shipped;

Texting Program Activity Report, including number of enrollments into the Texting Program, total number of messages sent to participants, average number of messages sent per participant, number of replies to messages by participants and number of participants who sent in a reply;

Number of participants who were provided access to the digital program and number using digital services;

Number of registrations into the English and Spanish Language Program, demographics of digital program users including insurance plan, number who are using each type of program, type and amount of NRT ordered and shipped to these participants;

Electronic Nicotine Delivery System (ENDS) use report;

Participant's knowledge of the Centers for Disease Control and Prevention and state media campaigns;

Expenditure tracking report and invoice which details amount expended by type of service;

Medicaid expenditure report; and

Files containing raw data for all participants receiving Quitline services via the Quitline Extract, and the Registration Extract, and a file with de-identified data for all participants.

Quarterly Reporting

Quarterly reports are due no later than the last business day of the month following the close of the quarter.

Data Fields & Reports

Race, ethnicity, gender, and participant type by county, planning region.

Participant Feedback Program quotes, comments, compliments, and success stories.

The Contractor's Performance Management report for review of quitting coach adherence to research-based protocols;

Data required for the Department's submission to the Centers for Disease Control and Prevention's National Quitline Data Warehouse to include:

- a. Number of calls answered live and answered by voice mail, calls that were hung up or abandoned, other calls, the aggregate of all direct calls including a breakdown of those answered within 30 seconds and those answered in more than 30 seconds;
- b. Number of participants who requested self-help information, number of participants who received phone counseling only, number of participants that received web counseling, number of participants that received text support, number of participants that received NRT only, number of participants who received combination NRT, number of participants who received counseling and NRT together, with a breakdown of participants by priority population including:
 - i African American,
 - ii Age 13-17,
 - iii Hispanic/Latino,
 - iv Lesbian, gay, bisexual, and transgender,
 - v Low socio-economic status (annual income below \$25,000),
 - vi Pregnant women, and
 - vii Uninsured.
- c. The number of fax referrals received, the number of electronic referrals received, the number of referrals received by other means and the aggregate of all referrals received,
- d. Number of unique tobacco users who accessed Connecticut Quitline Services and their method of entry in to the Quitline.

Annual Reporting

Annual Year End reports are due 30 days after the end of each year.

Data Fields & Reports

Caller type by Month;

Registered Callers by Month; and

Year End Report to include progress on contract deliverables;

- a. Amount Funded, Amount Expended;
- b. Description of program;
- c. Contract year to date data;
- d. Self-evaluation concerning the success and effectiveness of the program;
- e. Recommendation for future improvements.

b) The Contractor shall provide separate expenditure reports for each budgeted program, funding source, or site separately identified on the Budget(s) included in **Section B** of this **Part I**.

c) The Contractor certifies, by submission of any financial report, that the financial report has been reviewed for accuracy and that the expenditures shown are consistent with the terms and conditions set forth herein.

d) The Contractor's last financial reports for each Contract Funding Period shall be **cumulative** for the entire Contract Funding Period (hereinafter **Final Reports**) and due no later than forty-five (45) days after the completion of all scheduled work under the Contract or the due dates identified in Part I, Section A, Subsections A.1(2)(a).

i) The financial Final Report submission for the Contract Funding Period shall include reports of the subcontractor(s) including award amounts, and subcontractor(s) respective expenditures.

ii) The financial Final Reports of the Contractor and subcontractors, for the Contract Funding Period, shall not include any unpaid obligations.

3) **Budget and Funding**

a) The Contractor shall adhere to and expend funds in accordance with the Budget(s) included in **Section B** of this **Part I**.

b) The Contractor agrees that any expenditures that exceed a budget line item by more than 20% must be approved in writing by the Department. In addition, the Contractor shall obtain prior written approval from the Department before reallocating any funds budgeted for one program or site to another program or site within a single budget.

c) If **Section B** of this **Part I** includes more than one budget, the Contractor shall not commingle the funds provided by the Department for one budget within those provided for any other budget.

d) Funds for this Contract are provided from the following sources:

Contract Period	Award Amount	Total Award
7/1/2024 to 6/30/2029	\$1,000,000	\$1,000,000
Total Amount	\$1,000,000	\$1,000,000

4) **Payments and Payment Schedule; Reimbursement; Under-expenditures; Surplus or Excess Payments; Refunds**

a) The funding for Program Trust Fund, SID 35386, shall not exceed \$1,000,000

b) The total aggregate amount of payment made under this Contract shall not exceed

\$1,000,000

5) Payment and Payment Schedule

- a) Payment shall be made according to the Department’s receipt and approval of satisfactorily and timely completed deliverables and reports, and the Department’s approval of properly executed invoices submitted by the Contractor.
- b) Payment shall be made in the arrears according to services rendered in the prior month, upon the receipt and approval by Department of satisfactorily completed deliverables and services, and the receipt and approval by the Department of the reports from the current contract year, required pursuant to this Part I, Subsection A.1(2)(a) above, and monthly invoice statement. Monthly Invoice Statements provided by the Contractor shall include detailed services provided and their unit and total price.
- c) Services provided under this Contract shall be billed by the Contractor to the Department based on the following unit pricing:

Basic Services – Pricing and Information:

(NOTE: The categories and prices will be established through the RFP process.)

Type	Cost	Total
1. Telephone Support Program		
2. Follow Up Coaching Calls		
3. Provision of Printed Materials		
4. Texting Program		
5. Digital Program		

Enhanced Services - Medication and Services Pricing and Information:

Nicotine Replacement Therapy (NRT) Pricing and Information		
Type	NRT Amount 2-Week, 4-Week, or 8-Week Supply	Cost
Nicotine Patch		
Nicotine Gum		
Nicotine Lozenge		
NRT Combination Pricing and Information		
Combination Type	NRT Amount	Cost
Nicotine Patch and Nicotine Gum		

Nicotine Patch and Nicotine Lozenge		
Prescription Pharmacotherapies Pricing and Information		
Type	Amount	Cost
Varenicline/Chantix	28-day supply	
Bupropion/Zyban	28-day supply	
Nicotine Inhaler	28-day supply	

Evaluation Services Pricing	
Type	Cost
Evaluation Services	<i>Price will be negotiated with the Department when this enhanced activity is approved by the Department and prior to conducting these services.</i>

- d) There shall be no charge made to, or payable by the Department for any of the following calls and services: abandoned, hang up, prank, wrong number, transfer out of state, transfer to another state Quitline, or transfer to Private Payment accounts.

No-Cost Related Services:

Type	Cost
Provision of Printed materials	\$0.00
Custom/ad hoc reporting (up to 16 hours of reporting effort)	\$0.00

- e) In addition to the applicable provision of **Part II, Section D** of this Contract, the Department shall notify the Contractor in writing if the Contractor’s deliverables or reports are not approved, clearly stating the reason(s) the approval is being withheld and specifying what the Contractor must provide, consistent with the terms of this Contract, to obtain payment. Failure to provide the required response within the time specified in the notice shall constitute a breach of this Contract.
- f) **Reimbursement**

If any payment under this Contract includes reimbursement of direct expenses, such payment made by the Department shall be processed only upon receipt and approval by the Department of invoices and related documentation, as required and requested by the Department under this Contract.

g) Under-expenditures

When the Department's review of any financial report or on-site examination of a Contractor's financial records indicates that under-expenditure(s) are likely to occur by the end of a Contract year, the Department may alter the payment amounts for the balance of the Contract year after providing written notice to the Contractor.

h) Payment Reduction

In addition to the applicable provision of **Part II, Section D** of this Contract, the Department reserves the right to reduce payments and withhold funding for any program or site in a Contract for which the Contractor:

- i) has not submitted or completed required deliverables,
- ii) has not submitted required reports or audits,
- iii) has submitted reports that have not received Department approval,
or
- iv) has submitted reports that do not support the need for full payment.

The Department shall give the Contractor written notice of any payments that are reduced or withheld under this provision.

i) Surplus or Excess Payments; Refund

The Contractor shall upon demand by the Department at the end of the term of the Contract, remit in full to the Department any:

- 1) funds paid in excess of allowable budgeted costs and/or unexpended funds
- 2) not carry funds paid in excess of allowable budgeted costs forward into the following Funding Period or Contract unless requested of, and authorized by, the Department.
- 3) be liable for any Department program or financial audit exceptions and shall return to the Department all funds that have been disallowed upon review of such audit by the Department, or as provided under the provisions of this Contract, within the time specified by the Department in the written notice the Department shall provide to the Contractor regarding such refund.

j) This section shall survive any Termination of the Contract or the Expiration of its term.

6) Travel

For travel, meal and similar expenses allowed by this Contract, the Contractor shall comply with the provisions of the State Employee Reimbursement Regulations document as such policy may be updated or amended periodically, and as found in the following references:

- a) <http://portal.ct.gov/DAS/Business-Office/Employee-Travel-Information>, and
- b) <http://www.osc.ct.gov/manuals/TravelProc/TravReimbFeb2017.xls>

If the Contractor does not have access to the Internet for the purpose of accessing this information, the Department shall provide hard copies of such documents to the Contractor upon request.

7) Software, Computer Equipment and Programs

The Contractor shall be responsible for:

- a) all maintenance activities, including repair costs, related to all computer equipment acquired with funds from this Contract, including but not limited to desktop computers and computer servers,
- b) all development, maintenance, and operating procedures necessary for any computer network established by the Contractor utilizing computer equipment acquired with funds from this Contract, including but not limited to network development, routine backup procedures and offsite storage activities, and
- c) all maintenance, operating procedures, compliance with licensing and copyright obligations, and support for any software acquired with funds provided by this Contract.

8) Contractor Changes and Assignments

In addition to the applicable provisions of **Part II, Section D** of this Contract, the following shall also apply:

- a) In addition to notifying the Department of fundamental changes listed in **Part II, Section D** of this Contract, the Contractor must notify the Department of changes in key personnel, including but not limited to, Chief Executive Officer, program directors of Department-funded programs, and officers and members of the Contractor's Board of Directors.
- b) In addition to the requirements of **Part II, Section D** of this Contract, the Department's determination shall also include whether the Department shall:
 - i) approve of the changes and contract with the entity which results from the proposed changes, or
 - ii) terminate the Contract under applicable provisions of this Contract.

9) Cultural Competence

The Contractor shall deliver culturally competent services. Culturally competent services encompass a set of behaviors, skills, attitudes and policies that promote awareness, acceptance, and respect for differences among people by developing a flexible service delivery that can be easily adapted to meet the evolving and/or emerging needs of diverse populations. This may include but is not limited to the following:

- a) a program or institutional mission or goal statement that explicitly incorporates a commitment to cultural diversity,
- b) policies and procedures for the provision of interpreter/translator services,
- c) readily available bilingual staff who can communicate directly with clients in their preferred language, and who are assessed for their ability to convey information accurately in both languages,
- d) the development of non-English client-related materials that are appropriate for the population served by the program,
- e) signage (in commonly encountered languages) that provides notices and directions to services within the facility,
- f) policies and procedures to address the needs of the client population, taking into account factors such as race and ethnicity, age, gender, hearing impairment, visual impairment, physical disability, mental illness, developmental disability, and sexual orientation,

- g) strategies in place to actively recruit and retain a culturally diverse staff. If the client population is mainly from minority populations, the Contractor shall:
- h) actively recruit applicants from the minority populations served,
- i) include cultural competency criteria in the evaluation of applicants, and
- j) assign a higher value to the cultural competency criteria for those applicants from the minority populations served,
- k) institutional policies and procedures to accommodate the ethnic and cultural practices of clients, clients' families, and staff,
- l) an organized way to collect data on the ethnic and cultural characteristics of clients served by the program, and
- m) surveys and other methods of assessing the satisfaction of clients, related to cultural diversity.

10) Respect and Dignity

The Contractor shall provide services under this Contract in a manner which respects the dignity of each client, which may include but not be limited to provision or accommodation of the following:

- i) adequate waiting areas for clients, including sufficient seating, ,
- ii) adequate staff for the timely provision of contracted services,
- iii) adequate facilities and arrangements for the proper delivery of contracted services to clients, training Contractor's staff to comply with all applicable state and federal statutes and regulations regarding non-discrimination, and client service that is responsive, positive and respectful.

If the Department deems it necessary for the Program or services conducted by the Contractor under this Contract, the Department may monitor service delivery to determine Contractor's compliance under this **Subsection**.

11) Client Satisfaction

The Contractor shall establish and maintain an effective process:

- a) for a client to make complaints or raise concerns about services he/she has received under this Contract, which were provided by the Contractor,
- b) to address and resolve such complaints or concerns, and
- c) which includes collaboration by the Contractor with Department representatives to discuss steps to achieve client satisfaction with services rendered under this Contract.

Subsection A.2

Connecticut Quitline Services:

Tobacco Use Cessation and Reduction Treatment Program

1. Definition of Terms:

For the purpose of this Contract, the following definitions shall apply:

- a) **Basic Services** are those to be provided by the Quitline on a month-to-month basis, such as providing cessation counseling through telephone and digital programs,

answering caller questions, providing educational materials and making referrals. Basic services are distinct from “enhanced services” which are defined below.

- b) **Brief Intervention Cessation Counseling** is a technique used to determine an individual’s tobacco use status, interest in quitting, and desired approach to quitting their tobacco use.
- c) **BecomeAnEx.org** is a nationally maintained website of the Truth Initiative, created by the Mayo Clinic that offers tobacco use cessation support through expert advice, best practices, and the opportunity to chat with other individuals who are working towards their cessation of tobacco use.
- d) **Call Abandonment** is defined as when callers terminate a call prior to the call being answered by Contractor’s staff.
- e) **Call Capacity** is the ability to meet call volume demand according to the following criteria:
 - i) receive and handle at least 250 calls per month;
 - ii) answer 85% of inbound calls within 30 seconds during “normal business hours” as defined below;
 - iii) maintain a rate of “call abandonment” (as defined above in Part I, Section A, Subsection A.2.1.d) of less than 5% of total calls received and handled; and
 - iv) return 95% of voice mail received within one (1) business day and return the remaining 5% of voice mail received within two (2) business days.
- f) **Call Scripts** are written protocols to be followed when answering calls, including, but not limited to, questions to ask callers, responses to caller questions, and Program instructions.
- g) **Continuing Education Unit (“CEU”)** is a unit of credit used as a measure for continuing education programs attended by health providers.
- h) **Continuing Medical Education (“CME”) Credit** is a unit used as a measure for educational activities for physicians.
- i) **CME Accreditation** is defined as the process to secure CME Credits for participants of the online health care provider training.
- j) **Completed Call** is defined as a call where the quitting coach is able to discuss tobacco use with the Quitline caller to help them to develop or maintain their quit plan.
- k) **De-identified Data** is data that is cleaned of all personally identifying information so that it cannot be linked to an individual.
- l) **Digital Service** includes a website-based tobacco use cessation counseling program designed to provide services to participants, independent from the single and multi-call telephone counseling programs that may include chat-based features and/or texting responses.
- m) **Earned Media** is media activity or publicity that is not directly generated by the entity or its agents, but rather by other entities such as customers or journalists.
- n) **Electronic Nicotine Delivery System (ENDS)** is a battery powered device which heats a liquid, usually containing nicotine, flavorings and other additives into an aerosol that is inhaled by the user.

- o) **Electronic Referral** is an electronic process through which health care providers send, via a secure email or secure site, patient information and patient consent to the Contractor for referral to tobacco use cessation counseling.
- p) **Enhanced Services** are defined as requiring pre-approval by the Department prior to implementation, due to possible funding constraints, and include:
 - 1) the provision of nicotine replacement therapy (NRT), nicotine replacement therapy combinations, or prescription medications;
 - 2) development of marketing campaign materials;
 - 3) evaluation services, which may include collection of customer satisfaction and quit rate surveys.
- q) Fax Referral Form is a form provided by the Department and/or the Connecticut Quitline that allows health care providers to send, by facsimile transmission, patient information and patient consent to the Quitline for referral to tobacco use cessation counseling.
- r) **Health Insurance Portability and Accountability Act (“HIPAA”)** is the Federal Act that establishes national standards to protect individuals’ medical records and other personal health information.
- s) **Hang Up Call** is defined as when callers telephone the Quitline but terminate the call without providing any information to allow follow-up.
- t) **Initial Completed Counseling Call** is defined as the first call when a caller discusses their tobacco use status with the quitting coach.
- u) **Intake** or **Registration** is defined as the call or online session during which a caller accesses the Quitline for services and provides basic, how heard about, demographic and tobacco use data to a registration intake specialist for use by the quitting coach.
- v) **Live Counseling** is defined as when a caller discusses their tobacco use status with the tobacco use cessation treatment specialist.
- w) **Live Coverage** are the hours during which the Contractor’s registration intake specialists and quitting coaches staff the Quitline.
- x) **Medicaid** is the Federal health program operated by the states for eligible individuals and families with low income and resources.
- y) **Minimum Data Set (“MDS”)** is the minimum set of data elements collected from all Quitline participants as established by the North American Quitline Consortium (see <http://www.naquitline.org>), as may be amended or revised from time to time.
- z) **Multiple Call Program** consists of an initial call which focuses on the Contractor providing assistance to help the program participant set a “quit date” within 30 days of program enrollment, and thereafter up to four (4) additional scheduled calls are made by the Contractor after the initial counseling call at customized scheduled intervals to address the individual needs of each such program participant.
- aa) **North American Quitline Consortium (“NAQC”)** is an international, non-profit membership organization that seeks to promote evidence based Quitline services in North America.
- bb) **Nicotine Replacement Therapy (“NRT”)** are US Food and Drug Administration (FDA)-approved medications which deliver nicotine with the intent to replace, at least

partially, the nicotine obtained from tobacco products and to reduce the severity of nicotine withdrawal symptoms. These may be available over the counter (nicotine patch, nicotine gum, and nicotine lozenge) or require a prescription (nicotine inhaler and nicotine nasal spray).

- cc) **NRT Combination** is the use of two (2) over-the-counter FDA-approved products that deliver nicotine with the intent to replace, at least partially, the nicotine obtained from tobacco products and to reduce the severity of nicotine withdrawal symptoms.
- dd) **Normal Business Hours** is defined as a minimum as 8:00 AM - 3:00 AM, Eastern Standard Time (EST).
- ee) **Online Registration** is a form that can be completed online utilizing the Internet to register for Quitline services.
- ff) **Participant** is any person who completes the registration process to enroll for Quitline services. Participant is synonymous with the term "Client" as defined in Part II, Section A.5 of this Contract.
- gg) **Performance Dashboard Report** is a monthly report that gives stakeholders and decision makers a snapshot of Quitline service activity comparisons to state data, and progress toward reducing the number of tobacco users in the state.
- hh) **Pharmacy Benefits Manager** is a third-party administrator of prescription drug programs.
- ii) **Prank Call** is a telephone call intended by the caller as a practical joke played on the person answering.
- jj) **Prescription Medications** are the US Food and Drug Administration-approved prescription medications approved for tobacco use cessation treatment including varenicline, bupropion, nicotine inhaler, and nicotine nasal spray.
- kk) **Pregnancy Program** is a 10-call telephone cessation counseling program through the Quitline that is customized to serve the needs of pregnant women.
- ll) **Pro-Active Calls** are calls initiated by the Contractor's quitting coach to Program participants who have enrolled in the intensive, follow-up counseling program.
- mm) **Program** refers to the tobacco use cessation treatment Quitline program provided by the Contractor under this Contract.
- nn) **Proxy** is a friend or family member of a user or recent quitter of a tobacco product.
- oo) **Quitting Coach** is a tobacco use cessation treatment specialist assigned by the Contractor to provide cessation counseling for Quitline participants. (See definition for Tobacco Use Cessation Treatment Specialist, Part I, Section A, Subsection A.2.1.ccc.)
- pp) **Quit Date** is the date chosen by a participant to stop using tobacco products.
- qq) **Quitline Extract** is the Contractor's report of raw participant data cleaned of any anomalies.
- rr) **Quit Kit** is a kit comprised of self-help educational materials provided to Quitline participants to assist them in quitting tobacco use, which are branded for the Connecticut Quitline.
- ss) **Registration Extract** is the Contractor's report of raw participant registration data cleaned of any anomalies.

- tt) **Registration or Intake** is defined as the call or digital session during which a caller accesses the Quitline for services and provides basic, how heard about, demographic and tobacco use data to a Registration Intake Specialist for use by the quitting coach.
- uu) **Registration Intake Specialist** is a Quitline staff member who initially answers the phone or online request in order to greet callers, explain the program and services, collect required data, and then connect callers to their desired quitting coach service.
- vv) **Satisfied Participant** is a participant who has had a successful experience with the Quitline and is willing to provide comments or feedback on their experience.
- ww) **Single Call Program** is the component of the Program whereby one (1) single call is provided to a Participant seeking assistance with quitting tobacco.
- xx) **Stage of Readiness** is a health behavior change model based on movement of individuals through a series of stages (pre-contemplation, contemplation, preparation, action, maintenance) in the adoption of healthy behaviors or the cessation of unhealthy ones. Also known as the Trans theoretical Model, the Stages of change model is based in the research of J.O. Prochaska and C.C. DiClement.
- yy) **Success Story** is a participant's description of their use of Quitline services to successfully assist their quit attempt.
- zz) **Target Population(s)** is the population(s) identified by the Department as disproportionately adversely affected by tobacco use, e.g., those who are uninsured, low socio-economic status, youth, and women who are pregnant.
- aaa) **Texting Program** is a text-messaging based program to help tobacco users through the quitting process using mobile telephone technology.
- bbb) **Tobacco Products** are products prepared from the leaves of the tobacco plant by curing them, which include cigarettes, cigars, cigarillos, pipes, chewing tobacco, snus, dip, hookah, and electronic nicotine delivery systems (ENDS.)
- ccc) **Tobacco Use Cessation Treatment Specialists (also called the quitting coaches)** are employees (staff) of the Contractor who are:
- 1) trained behavioral health specialists,
 - 2) preferably staff with bachelor's or master's degrees in social work, psychology, or other behavioral health fields.
 - 3) with a minimum of two years of counseling experience, and
 - 4) who received specialized training in:
 - a providing effective tobacco dependence treatment interventions, and
 - b applying counseling protocols.
- ddd) **The Quitline** is a statewide, toll free, telephone-based resource which provides tobacco use cessation-related screening and counseling services, support materials and referrals, based upon the individual participant's readiness to quit and makes such services available in English, Spanish, and other languages, as well as offering technology to allow participation of both hearing- and speech-impaired callers and digital services for those less interested in telephone services.

- eee) **Transfer to Direct Payer** is the triage of any participant from Connecticut who has a benefit through their health insurance plan or employer via a direct contract with the Quitline Provider for tobacco cessation treatment services.
- fff) **Transfer to Out of State** is the triage of any participant from a state other than Connecticut to the Quitline of their state of residence.
- ggg) **Web Service** is an interactive web application that combines evidence-based content with social forums designed for people who want to quit. The online content and tools, based on the Stages of Change (see “Stages of Readiness”, Part I, Section A, Subsection A.2.1.ww), support and assist tobacco users throughout the whole quit process, including interactive self-assessment exercises, and strategies and tips that support quitting.
- hhh) **Wrong Number** is any call made by a caller who misdialed and did not intend to contact the Quitline.
- iii) **Youth Support Program** is a cessation program offered through the Quitline that is customized to serve the needs of tobacco users between the ages of 13 and 17 years old.

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a. Summary of Services:

The Contractor shall provide a Tobacco Use Cessation and Reduction Treatment Program (hereinafter the Program) by providing Quitline Services (hereinafter referred to as the Quitline) that includes the following services:

- (1) Conduct activities and services related to the Quitline throughout the term of the Contract.
- (2) Coordinate, facilitate, implement, and market Quitline services in collaboration with and conditional upon the approval of the Department.

b. Program Activities and Deliverables:

The Contractor shall conduct the following activities, and submit to the Department the satisfactorily completed deliverables and reports stated below, by the corresponding due dates shown below and in Part I, **Section A, Subsection A.1.2**, Reports and Reporting Schedule, of the Contract:

(1) BASIC SERVICES

a. Review and update statewide Connecticut Quitline Services developed in response to the Request for Proposal for Quitline Services, as follows:

- (1) Review and update the Contractor's organizational structure as it pertains to the Quitline operations and provide a description of the management and organizational structure of the Quitline.
- (2) Assign a Contractor staff person as the main point of contact with the Department who will coordinate all aspects of the Contract.
- (3) Review and update Connecticut-specific written call scripts for Tobacco Use Cessation Treatment Specialists to use when answering calls.
- (4) Determine data elements required to be collected from all participants, including definitions, to comply with all MDS elements, as updated from time to time, and any additional data elements required by the Department.
- (5) These four items will be submitted within two (2) weeks of contract execution.

b. Develop, Obtain, Maintain, and/or Update as necessary Connecticut-branded supportive educational materials for provision to program participants that request them and for access online.

- (1) Materials will be appropriate to the participants state of readiness to quit their tobacco use.
- (2) A "Quit Kit" will address self-help tobacco use cessation techniques for quitting use of all tobacco products including ENDS and will be available in a minimum of English and Spanish.
- (3) Materials will include quitting tips and strategies and specialized materials for targeted specialized groups including pregnant women, youth, LGBT, and those with chronic conditions including asthma, chronic lung disease, coronary artery disease, and diabetes, and incorporate lung cancer screening information.
- (4) Materials need to address low literacy needs and utilize pictures and graphics extensively.

- (5) Send the materials to participants that use tobacco and want the materials through the means requested (mail or online access)
 - (6) Send supportive materials to friends and family members of tobacco users who want to support them in quitting.
 - (7) Copies of materials to be utilized will be submitted to the Department for approval prior to distribution within two (2) weeks of contract execution, and tracking of materials sent to participants, friends and family will occur and numbers will be submitted monthly to the Department with the monthly reporting. Any identified additions, changes, or updates to the materials will be submitted as they are identified.
- c. Develop or Update protocols for serving Connecticut Quitline participants.
- (1) Written protocols for assessing participant's readiness to quit and for all counseling interventions including initial, follow-up, youth support program, and pregnancy program calls shall be developed and submitted to the Department for its approval prior to implementation.
 - (2) Protocols must incorporate the use of all tobacco products including ENDS, used either alone or in conjunction with other tobacco products. ENDS counseling protocol shall include the messaging that ENDS are not currently on the list of FDA-approved tobacco use cessation medications or methodologies.
 - (3) Update the protocols as needed throughout the term of the contract in response to current research and policy statements from the Centers for Disease Control and Prevention, the North American Quitline Consortium, and the Food and Drug Administration.
 - (4) The protocols must:
 - i. be based on research showing effectiveness in changing behavior utilizing motivational interviewing and a cognitive-behavioral approach to treating tobacco use dependence; and
 - ii. include discussion of the options for US Food and Drug Administration approved tobacco use cessation medications where medically appropriate, the benefits of using these medications in combination with counseling interventions, and correct use of these medications.
 - (5) Written protocols for assessing participant's readiness to quit and for all counseling interventions including initial, follow-up, youth support program, and pregnancy program calls shall be developed and submitted to the Department for its approval prior to implementation.
 - (6) Protocols to be utilized including the assessment criteria will be submitted and approved by the Department prior to implementation and are due two weeks after execution of the contract; any changes to be made throughout the term of the contract will be submitted for approval prior to implementing the changes.
- d. Develop or Update Texting Program protocols for serving Connecticut Quitline participants who register for counseling services.
- (1) Messages shall include information such as NRT reminders, counseling call reminders, and tips and strategies to help manage the participant's urges to use tobacco.

- (2) Each participant shall receive up to 300 text messages tailored to the participant's counseling program once registered into the Texting Program.
 - (3) Collect the data elements for the Texting Program as listed in Part I, Section A, Subsection A.1.2. Reports and Report Schedule.
 - (4) Submit written copies of the sample text messages to be utilized prior to implementation, copies are due two (2) weeks after Contract execution, and as updates are made.
 - (5) Submit written reports of the numbers of text messages being sent in the monthly reporting.
- e. Provide a digital service in English and Spanish for Connecticut residents who want to quit tobacco and prefer to use an online method.
- (1) The online program shall utilize best practices in treating tobacco use dependence to assist and support participants.
 - (2) The website shall include but not be limited to the development of a quit plan, monitoring progress of the participant's quit attempts, tips, and strategies to help with quitting, information about cessation medication options and use, and support from other participants and quit coaching via messaging.
 - (3) Digital participants shall be able to order NRT and medications through the website when there is funding made available through the Contract for such provision.
 - (4) Collect data elements for digital service participants as outlined in Part I, Section A, Subsection A.1.2 Reports and Report Schedule.
 - (5) Protocols and written copies with sample messages will be provided to the Department for approval prior to implementation.
 - (6) Monthly usage information will be included with the Monthly Reporting package.
- f. Provide daily Connecticut Quitline service operation by implementing telephone call center and digital services which address and meet each of the following required conditions and criteria:
- (1) The Quitline shall be accessible to all callers free of charge.
 - (2) "Live coverage" shall be available 24 hours per day, seven days per week.
 - i. Quitline operation and services shall not be required for the following holidays: Independence Day, Thanksgiving Day and Christmas Day.
 - ii. The Quitline may close early on Christmas Eve (at 3 PM EST) and New Year's Eve (6 PM EST.) Calls on such days shall be returned the following day on which services are provided, i.e., calls after 3 PM on Christmas Eve shall be returned on the day after Christmas.
 - (3) Voice messaging and voice mail shall be available 24 hours a day, seven days a week.
 - (4) Inbound calls shall be answered 24 hours per day, seven days per week, except for the holidays listed above, under "LIVE COVERAGE"

- (5) A minimum of 168 hours of live counseling operations shall be provided per week.
- (6) Provide services for an estimated 300 participants per month
- (7) Call capacity must increase commensurately with demand for Quitline services and must handle multiple simultaneous incoming and outgoing calls.
- (8) Outbound calls shall be placed seven days a week 9 AM to 12 AM (midnight) Eastern Time, however, placement of outbound calls before 9 AM and after 12 AM may be made if the participant specifically requests such early morning or late evening calls.
- (9) Callers to the Quitline shall be offered the option of leaving a message, listening to a pre-recorded message or both, if a Quitline staff member is not readily available for a live conversation. Pre-recorded messages shall:
 - i. be available in a minimum of English and Spanish;
 - ii. describe the Quitline services;
 - iii. state that the caller will receive a call back during the next business day; and
 - iv. provide tobacco use quit tips and motivational messaging.
- (10) Program services shall be made available to callers immediately in a minimum of English and Spanish. Additional language services shall be provided, either by Contractor staff or through a subcontractor.
 - i. Quitline staff shall include quitting coaches who are fluent in Spanish and bilingual in English.
 - ii. The Contractor shall use funds from this Contract to subcontract with a language service to assist callers who speak languages other than those spoken fluently by the Contractor's staff.
 - iii. Participants who have limited English proficiency and whose primary language is Asian shall be transferred to one of the following National Asian Quitline numbers: Mandarin (1-800-838-8917), Cantonese (1800-838-8917), Korean (1-800-556-5564), or Vietnamese (1-800-778-8440).
 - iv. Toll-free technology for callers with hearing and speech disabilities shall be provided.
- (11) A live response to 90% of all inbound calls during Quitline hours of operation shall be provided.
- (12) 85% of inbound calls shall be handled within 30 seconds during normal business hours.
- (13) A call abandonment rate of less than 5% shall be maintained.
- (14) A minimum of 95% of voice mail shall be returned within one business day, and the remaining 5% returned within two business days.
- (15) Quitline self-help materials shall be sent to a minimum of 95% of callers within two business days of registration.
- (16) At least 90% of "Quit Date" follow-up calls shall be made or attempted within five business days of the caller's quit date.

- (17) A minimum of 70% of callers who are interested in speaking with a tobacco treatment specialist shall be transferred directly to a quitting coach after completion of registration.
- (18) An online registration module to provide the ability to register for Quitline services online shall be maintained. This online registration shall be available seven days a week, 24 hours a day.
- (19) The online website shall be available a minimum of 99% of the time. If the Contractor does not meet one or more of the conditions in the criteria listed in Activity B.14-22 above, the Contractor shall:
 - i. investigate the cause of such noncompliance;
 - ii. communicate the cause and solution to the Department by the end of the following month; and
 - iii. submit to the Department a Quality Improvement Plan to address and correct the areas of non-compliance within two (2) weeks of the end of the consecutive two-month period.
- (20) For each Quitline participant, the Contractor shall:
 - i. during registration, solicit information to comply with all MDS elements and any additional elements required by the Department as determined in Activity A. 4. above;
 - ii. assess each participant's readiness to quit tobacco products using criteria provided to the Department;
 - iii. make an immediate transfer call to the next available quitting coach on the Contractor's staff, if the participant has time; send Quitline self-help materials to each registered participant within two (2) business days;
 - iv. motivate participants to participate in a follow-up counseling schedule by explaining and offering up to five (5) pro-active calls; and
 - v. provide information and referral to local community resources based on:
 1. participant's request,
 2. participant's readiness to quit, or
 3. participants preference on how they would like to receive Program services.
- (21) Participants enrolled in the single or multiple call program shall be assigned to a quitting coach who shall follow-up with the caller through each of the subsequent sessions, if requested by the participant.
- (22) Pregnant participants shall be given the option to be enrolled into a specialty Pregnancy Program.
- (23) Participants between the ages of 13 and 17 years shall be enrolled into a specialty Youth Program.
- (24) Re-enrollment into Quitline services shall be explained to participants as unlimited.
- (25) Documentation will be submitted monthly for the number and type of services provided to participants every month.

- (26) Quality Assurance review results will be submitted on a quarterly basis to the Department along with corrective action to be taken if the anticipated results have not been met.
- g. Maintain and operate a data system that has the capacity to collect, store, report and update all elements in the MDS and additional data elements required by the Department as changes are needed from time to time, as follows:
- i. Monitor, collect, and record all required data elements; collect required data elements from all Quitline participants.
 - ii. Track and Report on all participants receiving Program services.
 - iii. Develop and submit ad hoc reports as requested by the Department.
 - iv. Written reports including HIPAA-compliant data will be submitted monthly, ad hoc reports will be submitted as requested by the Department once discussed and agreed upon.
- h. Operate a referral system that incorporates both fax referral forms and electronic referrals with an active consent component, to assist health care providers with referring Quitline users to Quitline.
- (1) Develop and implement the referral protocols and share with the Department for approval prior to implementation.
 - (2) Under the guidance of the Department, develop and implement a strategy to coordinate promotion of the Quitline and the referral process from health care providers throughout Connecticut by:
 - i. distributing fax referral forms via email to providers upon request; and
 - ii. assisting providers with implementation of an electronic referral system.
 - (3) For persons referred by health care providers into the Quitline through the referral system, track and collect:
 - i. the total number of referrals received;
 - ii. the number of participants;
 - iii. the number of persons who refused to enter the Program; and
 - iv. the number of persons who could not be reached.
 - (4) Submit the referral data information through the Monthly Reporting process that includes both the number of referrals received as well as the status of the referral follow up.
- i. Maintain a database of community tobacco use cessation resources for referring Quitline service participants to local, in-person tobacco use cessation services available in Connecticut when they are interested in accessing that service.
- (1) This database shall be updated annually at a minimum, using data provided by the Department. The database must provide and track, for reporting, information to match Quitline participants to such resources by:
 - i. Location;
 - ii. Type of tobacco use cessation services;

- iii. The time services are available;
 - iv. Any costs associated with participants or materials; and
 - v. Specialized services for target populations.
 - (2) Submit a written copy of the resource database to the Department each year for review and updating.
- j. Establish and implement a feedback program, which encourages participants to share their experiences with staff from the Department's Tobacco Control Program.
 - (1) Once a participant has participated in the program, their quitting coach will discuss the feedback program with the participant, ask the participant to leave a comment or quote regarding the Quitline Program and refer the participant to the Department by providing the email address of the Department's Tobacco Control Program.
 - (2) The participant's quitting coach will encourage the participant to contact the Department to provide feedback on their experience with Quitline services. This includes feedback both positive and negative.
 - (3) The Contractor shall obtain and develop participant success stories regarding their Quit attempts and use of Quitline services.
 - (4) Submit quotes and comments from Quitline service participants to the Department with other Quality Assurance reporting, including at least one success story each year.
- k. Implement comprehensive quality assurance measures for all Program services, as follows:
 - (1) Adhere to a policy of strict confidentiality regarding all aspects of the Quitline including maintaining compliance with the federal Health Insurance Portability and Accountability Act (HIPAA) as well as all other applicable state and federal requirements for confidentiality.
 - (2) Determine and adhere to minimum qualifications for quitting coaches hired by the Contractor to provide Program services under this Contract.
 - (3) Provide initial orientation and training to new staff hired by the Contractor in telephone, text, and web-based tobacco cessation support techniques and related topics.
 - (4) Provide and require all quitting coaches to attend monthly training to improve skills, counseling techniques, and general knowledge of tobacco use cessation.
 - (5) Assess data collection methodology and compliance with the MDS, as updated from time to time by NAQC, and any additional data elements as determined by Activity A.4.
 - (6) Conduct ongoing monitoring and assessment of calls and other communications between Quitline staff and Quitline participants through monitoring by Contractor Supervisors to assess staff adherence to all Quitline protocols and use of science-based research for handling Quitline interactions.
 - (7) Submit a written report of the data collection methodology, including compliance with both HIPAA and MDS requirements, as updated from time to time.
 - (8) Submit a written copy of the orientation and training process for staff to the Department upon Contract execution that includes the minimum qualifications for tobacco use cessation treatment specialists.

- (9) Submit a list of trainings conducted for Quitline services staff with each quarterly reporting submission.
- I. Conduct a self-evaluation of the Quitline services by reviewing and analyzing Quitline services requested and provided; review protocols, administration and staff training, and service delivery.
 - (1) Submit a written report to the Department that contains the analysis and describes successes, challenges, steps taken to overcome challenges, and recommendations for improvement on an annual basis.
- m. Cooperate with, and provide assistance to, the Department's independent evaluator, if hired by the Department under separate Contract, to evaluate Connecticut Quitline services. Such cooperation and assistance shall include, but is not necessarily limited to:
 - (1) Provision of protocols on the administration and methodology of Quitline services.
 - (2) Provision of HIPAA-compliant data files and reports for the independent Evaluator by providing requested information to the Department, if requested.

(2) ENHANCED SERVICES

In addition to the provision of the BASIC SERVICES, the Contractor shall provide the following 'Enhanced Services', conditional upon Department approval and upon written notification by the Department that funding is available for the following services:

- E-1:** Provide registered participants with NRT when this specific Enhanced Services Activity has been approved by the Department.
 - a. The Contractor shall submit a detailed cost proposal to the Department, for its approval prior to distribution.
 - b. The NRT provided shall be the patch, gum or lozenge at no cost to the participant, or a combination, and shall only be provided when medically appropriate following the US Department of Health and Human Services, Clinical Practice Guideline - Treating Tobacco Use and Dependence-2008 - (Update available at: <https://www.ncbi.nlm.nih.gov/books/NBK63952/>)
 - c. Submit a written report to the Department that includes the full list of NRT, unit sizes, costs, and distribution protocols.
 - d. NRT will be distributed to Quitline participants utilizing the Contractor's direct mail process.
 - e. Collect, maintain, and submit data records of NRT distributed with the Monthly Reporting process.
- E-2:** Support the provision of prescription cessation medications to participants who register for the multiple call program when this specific Enhanced Service has been approved by the Department.
 - a. The Contractor shall submit a detailed cost proposal to the Department, for its approval prior to distribution.
 - b. The prescription cessation medications provided shall be varenicline, bupropion, nicotine nasal spray and nicotine inhalers at no cost to the participant. Prescription medications shall only be

made available by the Contractor to participants upon written approval from the Department that funding is available under this Contract for such provision.

- c. The Contractor shall submit their protocols for dosing and dispensing prescription medications to the Department prior to implementation.
- d. Quitline participants shall be eligible for a 28-day supply of cessation medications.
- e. Prescription medications shall be prescribed to participants by the participant's health care provider.
- f. The Contractor may use an existing partnership with a Pharmacy Benefits Manager to support the provision of prescription medications.
- g. The Contractor shall use funds provided under this Contract to reimburse the Pharmacy Benefits Manager for the provision of prescription medications to participants.
- h. Participants are eligible to receive prescription medication only one (1) time in any 12-month period, although should a participant be unable to continue with their chosen type of medication, the Contractor may support provision of another type of medication in the amount equaling the remaining balance of the participant's original type of medication.
- i. The Contractor shall advise participants to consult with their respective health care provider for ongoing support and education on their medication options for tobacco use cessation.
- j. Collect, maintain, and submit data records of cessation medications distributed with the Monthly Reporting process.

E-3: Measure and Evaluate Quitline Program outcomes and participant satisfaction with the Program when this specific Enhanced Services Activity has been approved by the Department.

- a. The Contractor shall submit a detailed cost proposal and work plan to the Department, for the Department's approval, if this activity is approved.
- b. Submit draft survey tool to the Department that will measure participant quit rates and satisfaction; for input.
- c. Implement any changes as requested by the Department and Submit final survey tool to the Department for approval prior to implementation.
- d. Conduct an evaluation which includes the following components:
 - i. A telephone or web-based survey to measure tobacco use quit rates and participant satisfaction at seven (7) months after enrollment into the Quitline Program;
 - ii. Pre-notification letters to notify participants of the survey;
 - iii. Collection of any additional information necessary for successful implementation of the survey;
 - iv. Comparisons between multiple call, single call and web-based program participants,
 - v. Comparisons of program participants by criteria including but not limited to age group, gender, race/ethnicity, insurance status, education level and income,
 - vi. Reasons participants want to quit tobacco use,
 - vii. Quit rates broken down by type of entry into Program,
 - viii. Quit rates by participants who used NRT or other medications and those who did not,
 - ix. Type and quantity of NRT or other medications used,
 - x. Average program costs for each participant who quits, and

- xi. Participant satisfaction with Program services.
- e. The number of participant surveys to be conducted will be determined by the Department at the time of Department approval of this Enhanced Services Activity.
- f. Conduct surveys of a random sample of participants at seven (7) months after enrollment into the Program to determine the quit status and Program satisfaction for each participant included in the sample. Surveys shall include:
 - i. Participants in the single call program,
 - ii. Participants in the multiple call program, and
 - iii. Participants in the digital program.
- g. If Program participant levels under this Contract are not high enough to support the survey target numbers established by the Department for the evaluation, the Contractor may conduct a survey census of participants as determined by the Contractor and approved by the Department.
- h. Submit a comprehensive written evaluation report that includes quit rates and program satisfaction survey data, and the survey raw data to the Department.

CONTRACT PERFORMANCE MEASURES

Performance Measures	Outcomes
Clients who request coaching assistance receive help	90% of all inbound calls will be answered "LIVE" during Quitline hours of operation
	85% of inbound calls will be handled within 30 seconds during the regular business hours of the Quitline
	At least 70% of Quitline callers who are interested in speaking to a coach are transferred directly to a coach.
	95% of voice mail shall be returned within one business day
	Self-help materials will be provided to any registrant within two days
Additional support is provided to quitters for their scheduled quit date	At least 90% of quitters receive a follow up call within 48 hours of their scheduled quit date
An online cessation program will be available to quitters for 24/7 access to quitting support	The online tobacco use cessation modules and system will be online at least 99% of the time.

SECTION B

Program Trust Fund – SID 35386

Funding Period: 4/1/2024 to 6/30/2029

Category	Amount
1. Basic Services	\$800,000
2. Enhanced Services: Medications - Nicotine Replacement Therapy and Pharmacotherapies	\$200,000
TOTAL:	\$ 1,000,000

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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. **“Client Agency”** shall mean the agency of the State of Connecticut that is entering into this Contract.
 7. **“Contract”** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
 8. **“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.
 9. **“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.
 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. **“Confidential Information” (formerly “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, Confidential Information shall also include any information regarding clients that the Agency classifies as “confidential” or “restricted.” Confidential 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. **“Confidential Information Breach” (formerly “Personal Information Breach”)** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential 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 Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the 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, correspondence, and 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, 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. **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.
2. **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 17a-101q, inclusive, 17a-102a, 17a-103 through 17a-103e, inclusive, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).
3. **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 Emergency Services and Public Protection 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 the Web at http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806.

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 Department of Public Health 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 I of this Contract.
- (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act ("DRA") of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - (1) Contractor acknowledges that 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:
 - (1) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or
 - (2) 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 and Inspection of Plant, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor’s and Contractor’s Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall maintain and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties’ Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties’ Records until three (3) years after the latter of:
 - (1) final payment under this Contract,
 - (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

- (f) 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.
 - (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.
- 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 C.4:
- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the above offenses; 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 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 of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor’s obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning
 - i. the confidentiality of any part of or all of the Contractor’s bid or proposal, and
 - ii. Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, “Goods” means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
- (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 merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide
 - (1) a certificate of insurance,
 - (2) the declaration page and
 - (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin

performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the

Client Agency on or before each anniversary of the Effective Date during the Contract term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

- (e) This section shall survive the Termination 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. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential 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.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data – security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential 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 Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential 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 Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency 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 Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential 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 Agency 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 Confidential 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 C.G.S. § 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 Confidential Information Breach. The Contractors’ costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, 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 Confidential 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 the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

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.

D. Changes to the Contract, Termination, Cancellation and Expiration.

1. Contract Amendment.

- (a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.
- (b) 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 Office of the Connecticut Attorney General.
- (c) 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.
- (d) 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:
 - i. its certificate of incorporation or other organizational document;
 - ii. more than a controlling interest in the ownership of the Contractor; or
 - iii. 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 affect 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) 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 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.13, 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. Statutory and Regulatory Compliance.

Note: The following provisions in this section do not apply if the Contractor is a municipality, political subdivision of the State, or a quasi-public agency: 5(i), 9, 11, 12, and 13.

- 1. **Health Insurance Portability and Accountability Act of 1996.** Notwithstanding the language in Part II, Section E.1(c) of this Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, the Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.

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

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (“Agency”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a “business associate” of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the “HIPAA Standards”).
- (f) Definitions

- (1) "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
 - (2) "Business Associate" shall mean the Contractor.
 - (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.
- (g) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

- (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.
- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section

13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate
 - i. restrict disclosures of PHI;
 - ii. provide an accounting of disclosures of the Individual's PHI;
 - iii. provide a copy of the Individual's PHI in an electronic health record; or
 - iv. amend PHI in the Individual's designated record set
- (15) the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.
- (16) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
 - i. the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
 - ii. 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
- (17) Obligations in the Event of a Breach.
 - i. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - ii. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the

next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

- iii. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - (a) A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 - (b) A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - (c) The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 - (d) A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - (e) Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- iv. If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive, of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
- v. If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
- vi. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- vii. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications' requirements set forth

above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

- (h) Permitted Uses and Disclosure by Business Associate.
 - (1) General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - i. 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.
 - ii. 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.
 - iii. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (i) Obligations of Covered Entity.
 - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (k) Term and Termination.
 - (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with

provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. 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
 - ii. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - iii. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

- i. Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten (10) 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.
- ii. 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.

(1) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

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 ("ADA") 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 ADA. 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 ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.

4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

5. **Non-discrimination.**

(a) For purposes of this Section, the following terms are defined as follows:

(1) "Commission" means the Commission on Human Rights and Opportunities;

- (2) “Contract” and “contract” include any extension or modification of the Contract or contract;
 - (3) “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor;
 - (4) “Gender identity or expression” means a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person’s core identity or not being asserted for an improper purpose.
 - (5) “Good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (7) “Marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - (8) “Mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;
 - (9) “Minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons:
 - i. who are active in the daily affairs of the enterprise,
 - ii. who have the power to direct the management and policies of the enterprise, and
 - iii. who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n
 - (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.
- (b) 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, unless the contract is a municipal public works contract or quasi-public agency project contract,

- (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267,
 - (3) the federal government,
 - (4) a foreign government, or
 - (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).
- (c)
- (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, status as a veteran, intellectual disability, 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 ensure 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, status as a veteran, intellectual disability, 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; 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 C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- (d) 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.

- (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (f) 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 C.G.S. § 46a-56, as amended; 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 regarding a State contract, 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.
- (g) 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.
- (h)
 - (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 C.G.S. § 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 C.G.S. § 46a-56.
- (i) 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 C.G.S. § 46a-56 as amended; 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 regarding a State contract, 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.

- (j) **Nondiscrimination Certification.** Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) signing this nondiscrimination affirmation on the following line:

Signature (Authorized Official)

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 and Other Enactments.

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation, or code (collectively, “Enactments”) shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency’s authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order

No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

- (c) This Contract may be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

9. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "SEEC Form 10: [Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations.](#)"

10. Summary of Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes:

- (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract;
- (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law;
- (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law;
- (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and
- (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

11. Large State Contract Representation for Contractor. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (a) That no gifts were made by:
 - (1) the Contractor,

- (2) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or
- (3) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to:
 - i. any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or
 - ii. any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (b) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (c) That the Contractor submitted bids or proposals without fraud or collusion with any person.

12. Large State Contract Representation for Official or Employee of State Agency. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

13. Iran Energy Investment Certification.

- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

14. Access to Data for State Auditors. The Contractor shall provide to OPM access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and OPM that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

15. State Business-Related Call Center and Customer Service Work. Pursuant to subsection (h) of section 31-57aa of the Connecticut General Statutes, Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work

[] Original Contract (#2024-xxxx)
[] Amendment #
(For Internal Use Only)

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed as of the dates written below.

SIGNATURES AND APPROVAL

Contractor

Contractor (Corporate/Legal Name of Contractor)

Signature (Authorized Official) Date

Typed/Printed Name and Title (Authorized Official)

Agency

Connecticut Department of Public Health

Agency Name

Signature (Authorized Official) Date

Typed/Printed Name and Title (Authorized Official)

Office of the Connecticut Attorney General (Approved as to form)

[select the one that is applicable; remove section that does not apply and the word "OR"]

Part I of this Contract having been reviewed and approved, as to form, by the Connecticut Attorney General, it is exempt from review pursuant a Memorandum of Agreement between the Agency and the Connecticut Attorney General dated [Enter Date], as may be amended from time to time.

OR

Signature Date

Typed/Printed Name and Title (Authorized Official)