

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

MOU - Financial

MOU - Non-Financial **CONTRACT ADMINISTRATION**

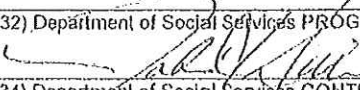

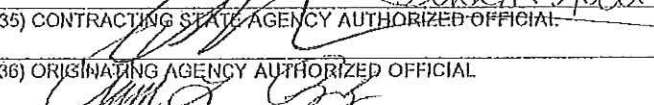
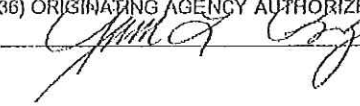
1. Indicate Memorandum Type. Non-financial agreements do not require fiscal review.
2. Originating agency internal approvals must be shown prior to contracting state agency acceptance.
3. The Department of Social Services and the Contractor as listed below hereby enter into an agreement subject to the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

	(1) ORIGINAL <input checked="" type="checkbox"/> (2) AMENDMENT <input type="checkbox"/>	(3) DSS Identification No. 12DSS1703CF/MOUCLC-CSS-02	(4) Contracting Agency Identification	
CONTRACTING STATE AGENCY	(5) Contracting State Agency Name CONNECTICUT LOTTERY CORPORATION		(6) Contracting State Agency State Number CLC 19000	(7) Contracting State Agency FEIN 061457386
	(8) Contracting State Agency Address 777 Brook Street, Rocky Hill, CT 06067		(9) Contracting State Agency Liaison & Phone No. Chelsea Turner, Chief of Strategy and Government and Operational Affairs, 860-713-2826	
ORIGINATING STATE AGENCY	(10) Originating State Agency DEPARTMENT OF SOCIAL SERVICES		(11) Originating State Agency Number DSS 60000	(12) Originating State Agency FEIN 06-1274678
	(13) Originating State Agency Address 55 Farmington Avenue, Hartford, CT 06105		(14) Originating State Agency Liaison & Phone No. John Dillon (860) 424-5271	
CONTRACT PERIOD	(15) Contract Period (From - To) August 1, 2015- until terminated		(16) Funding Period (From -To) N/A	
CANCELLATION CLAUSE	This agreement shall remain in full force and effect for the entire term of the contract period stated above unless cancelled		(17) Required No. Of Days Written Notice. 20 Days	
COMPLETE DESCRIPTION OF SERVICE	(18) The complete description continues on pages 2 through 7 of this MOU.			
COST AND SCHEDULE OF TRANSFER CERTIFICATES	(19) NOT APPLICABLE			

(20) Line No.	(21) Budget Reference	(22) Fund	(23) Department	(24)		(25) Account	(26) Project/Grant	(27) Chart 1	(28) Chart 2	(29) Amount
				Program	SID					

(30) ACCEPTANCE AND APPROVALS

(31) STATUTORY AUTHORITY - DSS §4-8, 17b- 3  
CLC §229a

(32) Department of Social Services PROGRAM DIRECTOR 	JOHN DILLON, INTERIM DIRECTOR BUREAU OF CHILD SUPPORT ENFORCEMENT	DATE 7/22/15
(34) Department of Social Services CONTRACT ADMINISTRATOR 	Tina McGill Grants & Contracts Specialist	DATE 7-23-15
(35) CONTRACTING STATE AGENCY AUTHORIZED OFFICIAL 	Anne Noble President & CEO	DATE 7/31/15
(36) ORIGINATING AGENCY AUTHORIZED OFFICIAL 	Roderick Bremby, Commissioner Department of Social Services	DATE 7/23/2015

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

MOU - Financial

MOU - Non-Financial     *CONTRACT ADMINISTRATION*

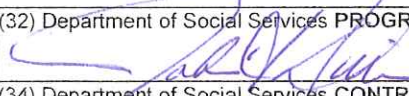
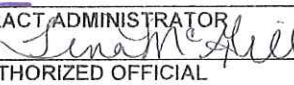

1. Indicate Memorandum Type. Non-financial agreements do not require fiscal review.
2. Originating agency internal approvals must be shown prior to contracting state agency acceptance.
3. The Department of Social Services and the Contractor as listed below hereby enter into an agreement subject to the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

	(1) ORIGINAL <input checked="" type="checkbox"/> (2) AMENDMENT <input type="checkbox"/>	(3) DSS Identification No. <b>12DSS1703CF/MOUCLC-CSS-02</b>	(4) Contracting Agency Identification
CONTRACTING STATE AGENCY	(5) Contracting State Agency Name <b>CONNECTICUT LOTTERY CORPORATION</b>		(6) Contracting State Agency State Number <b>CLC 19000</b> (7) Contracting State Agency FEIN <b>061457386</b>
	(8) Contracting State Agency Address <b>777 Brook Street, Rocky Hill, CT 06067</b>		(9) Contracting State Agency Liaison & Phone No. <b>Chelsea Turner, Chief of Strategy and Government and Operational Affairs, 860-713-2826</b>
ORIGINATING STATE AGENCY	(10) Originating State Agency <b>DEPARTMENT OF SOCIAL SERVICES</b>		(11) Originating State Agency Number <b>DSS 60000</b> (12) Originating State Agency FEIN <b>06-1274678</b>
	(13) Originating State Agency Address <b>55 Farmington Avenue, Hartford, CT 06105</b>		(14) Originating State Agency Liaison & Phone No. <b>John Dillon (860) 424-5271</b>
CONTRACT PERIOD	(15) Contract Period (From - To) <b>August 1, 2015– until terminated</b>		(16) Funding Period (From -To) <b>N/A</b>
CANCELLATION CLAUSE	This agreement shall remain in full force and effect for the entire term of the contract period stated above unless cancelled		(17) Required No. Of Days Written Notice. <b>20 Days</b>
COMPLETE DESCRIPTION OF SERVICE	(18) The complete description continues on pages 2 through 7 of this MOU.		
COST AND SCHEDULE OF TRANSFER CERTIFICATES	(19) NOT APPLICABLE		

(20) Line No.	(21) Budget Reference	(22) Fund	(23) Department	(24)		(25) Account	(26) Project/Grant			(28) Chart 2	(29) Amount
				Program	SID		(26) Project/Grant	(27) Chart 1			

**(30) ACCEPTANCE AND APPROVALS**

**(31) STATUTORY AUTHORITY - DSS §4-8, 17b- 3  
CLC §229a**

(32) Department of Social Services PROGRAM DIRECTOR 	JOHN DILLON, INTERIM DIRECTOR BUREAU OF CHILD SUPPORT ENFORCEMENT	DATE <b>7/22/15</b>
(34) Department of Social Services CONTRACT ADMINISTRATOR 	Tina McGill Grants & Contracts Specialist	DATE <b>7-23-15</b>
(35) CONTRACTING STATE AGENCY AUTHORIZED OFFICIAL	Anne Noble President & CEO	DATE
(36) ORIGINATING AGENCY AUTHORIZED OFFICIAL 	Roderick Bremby, Commissioner Department of Social Services	DATE <b>7/23/2015</b>



## Part 2

### MEMORANDUM OF UNDERSTANDING STANDARD TERMS AND CONDITIONS

#### Section 1 General Contract Provisions

##### 1.1. TERMINATION OF PRIOR CONTRACT

The parties agree that this Contract terminates the prior contract they entered into in January, 2004 concerning the same subject matter.

##### 1.2 CONTRACT PERIOD

The term of this Contract shall be August 1, 2015 until terminated. Any party wishing to terminate this Contract shall provide the other party written notice with not less than twenty (20) calendar days notice of the effective termination date.

##### 1.3 DEFINITIONS

As used in this Contract:

"Memorandum of Understanding" and "MOU" is consistent with the term "Contract".

CT Lottery is the "Contracting State Agency."

DSS is the "Originating State Agency."

##### 1.4 CONTRACT REVISION or AMENDMENT

Either party may request or suggest a revision or amendment to the Complete Description of Services (hereinafter referred to as "Scope of Work" or "Part 3" of this Contract) by providing the other party with a description of the proposed revision and/or amendment in writing.

No amendment or revision shall be effective until agreed to in writing by both parties.

##### 1.5 ASSIGNMENT

The CT Lottery shall not assign or transfer any interest in this Contract without DSS' prior written approval as set forth in Section 1.7. This shall not be construed as limiting the CT Lottery's rights to subcontract some of the services to be performed hereunder as provided in this Contract.

##### 1.6 SUBCONTRACTING

None of the services to be provided by the CT Lottery shall be subcontracted or delegated to any other organization, subdivision, association, individual, corporation, partnership or group of individuals or other such entity without DSS' prior written consent. Any subcontract to which DSS has consented in writing shall be in writing attached to the Contract and made a part thereof and shall in no way alter the Contract terms and conditions. Said subcontract shall contain provisions to allow DSS reasonable access to the subcontractor's books, documents and records.

##### 1.7 LIAISON AND NOTICES

Both parties agree to have specifically named liaisons at all times. These representatives of the parties will be the first contacts regarding any questions and problems that may arise during implementation and operation of the Contract.

Wherever under this Contract one party is required to give notice to the other, such notice shall be deemed given upon delivery. Notice by e-mail is preferred. Notices shall be addressed as follows:

**In case of notice to the CT Lottery:**

Chelsea E. Turner  
Director of Government, Regulatory and Operational Affairs  
Connecticut Lottery Corporation  
777 Brook Street  
Rocky Hill, CT 06067  
Phone: (860) 713-2826  
Fax: (860) 713-2805  
E-Mail: chelsea.turner@ctlottery.org

**In case of notice to DSS:**

Tina McGill  
55 Farmington Avenue  
Hartford, CT 06105  
Phone: (860) 424-5082  
E-mail: tina.mcgill@ct.gov

John Dillon  
DSS – Bureau of Child Support Enforcement  
55 Farmington Avenue  
Hartford, CT 06105  
Phone: (860) 424-5271  
Fax: (860) 951-2996  
E-mail: john.dillon@ct.gov

Said notices shall become effective on the date of receipt or the date specified in the notice, whichever comes later. Either party may, without amending this Contract, change the contact information or liaison for notification purposes by providing a written notice stating the change and noting the contact information for the new liaison.

**Section 2 Ownership**

**2.1 CONFIDENTIALITY**

All material and information provided to the CT Lottery by DSS or acquired by the CT Lottery in performance of the Contract, whether verbal, written, recorded magnetic media, cards or otherwise, shall be regarded as confidential information and all necessary steps shall be taken by the CT Lottery to safeguard the confidentiality of such material or information in conformance with Federal and State statutes and regulations. The CT Lottery agrees that it is prohibited from releasing any and all information provided by DSS without the prior express written consent of the DSS Liaison(s) as identified in Section 1.7, except as required by law. The parties acknowledge that the CT Lottery and DSS are subject to the provisions of the Freedom of Information Act set forth in Section 1 – 200 et seq. of the Connecticut General Statutes. In the event that the CT Lottery receives a Freedom of Information Act request for information provided by DSS, the CT Lottery shall notify the DSS Liaison as identified in Section 1.7.

**Section 3 Interpretations and Disputes**

**3.1 SETTLEMENT OF DISPUTES**

Any dispute concerning a question of fact arising under the Contract shall be resolved by the mutual agreement of the DSS Commissioner and the CT Lottery President and CEO.

### **3.2 WAIVERS**

The failure of either party to enforce any term or condition is not a waiver of such or any other term or condition of this Contract.

### **4. TRANSITION AFTER TERMINATION OR EXPIRATION OF CONTRACT**

In the event that this Contract is terminated for any reason, the CT Lottery will assist in the orderly transfer of operations described in this Contract as required by DSS and will assist in the orderly cessation of operations under this Contract. The Contract may be amended as necessary to assure transition requirements are met during the contract period.

### **5. FORCE MAJEURE**

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

### Part 3 Scope of Work

#### 3.1.0 Purpose

The purposes of this Memorandum is to set forth the obligations of the CT Lottery and DSS to comply with § 52-362d(c) of the Connecticut General Statutes. In so doing, DSS acknowledges that, in paying persons redeeming a lottery ticket worth \$5,000 or more, the CT Lottery shall make certain deductions from the prize winnings in the following order of priority: first, federal and state taxes applicable to the winnings; second, amounts due to the CT Lottery by the prize winner who is or was a lottery retailer/sales agent; third, amounts due for child support under this Contract; fourth, amounts due for certain delinquent taxes to the State of Connecticut in accordance with a Memorandum of Understanding between the CT Lottery and the Connecticut Department of Revenue Services; and, fifth, any other lawful claim for offset, deduction or withholding.

#### 3.2.0 The Connecticut Lottery Corporation Responsibilities

- a. The CT Lottery shall maintain an electronic data file with the information on child support obligors provided to the CT Lottery by DSS for the sole purpose of identifying child support obligors and withholding lottery winnings;
- b. The CT Lottery shall check the name and other identifying information of any person redeeming a winning lottery ticket worth five thousand dollars or more against the electronic data file supplied by DSS;
- c. The CT Lottery shall complete the appropriate fields on DSS forms (F00226, New 01-12) *Notice of Withholding of Lottery Winnings* and (F00227, New 01-12) *Waiver of Right to a Fair Hearing (Lottery)* and present both forms to the child support obligor;
- d. If the child support obligor wishes to waive the right to a fair hearing, the child support obligor must sign the *Waiver of Right to a Fair Hearing (Lottery)*, and his/her signature shall be acknowledged by a Commissioner of the Superior Court or by a Notary Public;
- e. If the child support obligor waives the right to a fair hearing, the CT Lottery shall accept a copy of the signed and notarized form (F00227, New 01-12) *Waiver of Right to a Fair Hearing (Lottery)* from the child support obligor and shall withhold lottery winnings in an amount up to or equal to the full amount of child support owed and shall release any lottery winnings in excess of the amount of child support owed to the child support obligor, minus applicable taxes and any other required deductions (including amounts owed to the CT Lottery, as described in Section 3.1.0, above);
- f. If the child support obligor waives the right to a fair hearing, the CT Lottery shall forward withheld lottery winnings to DSS in a manner to be agreed upon by the parties and, further, shall send a copy of forms (F00226, New 01-12) *Notice of Withholding of Lottery Winnings* and (F00227, New 01-12) *Waiver of Right to a Fair Hearing (Lottery)* to the DSS liaison specified in section 1.7;
- g. If the child support obligor elects to request a fair hearing from DSS, the CT Lottery shall withhold lottery winnings in an amount up to or equal to the full amount of child support owed and shall release any lottery winnings in excess of the amount of child support owed to the child support obligor, minus applicable taxes and any other required offsets or deductions (including amounts owed to the CT Lottery, as described in Section 3.1.0, above). The CT Lottery shall forward the withheld lottery winnings to DSS in a manner to be agreed upon by the parties and, further, shall send a copy of form (F00226, New 01-12) *Notice of Withholding of Lottery Winnings* to the DSS liaison specified in section 1.7;



- h. The CT Lottery shall contact the DSS liaison specified in section 1.7 for guidance on any questions regarding this process; and
- i. The forms described in this Section 3.2.0 may be modified or replaced with other forms, in each instance without the need to amend this Contract. The parties agree to work cooperatively and in good faith in such effort.

### **3.3.0 The Department of Social Services – Bureau of Child Support Enforcement Responsibilities:**

- a. DSS shall provide the CT Lottery with an electronic data file of child support obligors that identifies the following information:
  - 1. Social Security Number
  - 2. Last Name
  - 3. First Name
  - 4. Middle Name
  - 5. Total balance of child support pay orders
  - 6. Date of Birth
  - 7. Child Support Automated System Key Number
- b. DSS shall provide the CT Lottery with the electronic data file on a weekly basis in a format agreed to by the parties.
- c. Upon receipt of the withheld lottery winnings, DSS shall, if the child support obligor has waived the right to a fair hearing, apply the withheld lottery winnings to the outstanding child support debt.
- d. Upon receipt of the withheld lottery winnings, DSS shall, if the child support obligor has exercised the right to a fair hearing, hold lottery winnings pending the outcome of a hearing. Based on the decision of the hearing, DSS will apply the withheld lottery winnings to the child support balance or return the lottery winnings to the child support obligor. If the child support obligor does not request a fair hearing within the prescribed 60-day period, the withheld lottery winnings will be applied to the child support debt.

### **3.4.0 Security And Confidentiality**

- a. All material and information provided to the CT Lottery by DSS or acquired by the CT Lottery in performance of its responsibilities pursuant to § 52-362d(c) of the Connecticut General Statutes, whether verbal, written, recorded magnetic media, cards or otherwise, shall be regarded as confidential information.
- b. The CT Lottery shall take steps to safeguard the confidentiality of such material as follows:
  - 1. Comply with all applicable Federal and State of Connecticut laws and regulations regarding confidentiality;
  - 2. Prevent the disclosure of any information about the individuals on the list DSS provides to the CT Lottery, except as is required by law;
  - 3. Implement steps to ensure the physical safety of data under its control by using devices and methods including, but not limited to: alarm systems, locked files, guards or other devices reasonably expected to prevent loss or unauthorized removal of manually held data;
  - 4. Implement steps to prevent unauthorized use of passwords, access logs, badges or other methods designed to prevent loss of or unauthorized access to electronically or mechanically held data;
  - 5. Inform each of its employees having any involvement with personal data, child support information or other confidential information, of the laws and regulations governing confidentiality;
  - 6. Consult with DSS in taking all steps deemed advisable by DSS to enjoin misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy;

7. Allow access to any personal data held in its possession solely to those employees of DSS who require such information in the performance of their occupational responsibilities, as well as the CT Lottery's regulators and auditors and others having the lawful right to access such data;
8. Promptly notify DSS in writing of any request for information pursuant to the Freedom of Information Act, subpoena, or other legal process, or of the improper use, copying, or removal of personal data in possession of the CT Lottery (except as obtained by an authorized representative of DSS).

**3.5.0 Budget and Payment Issues**

This is a non-financial MOU. Each party is responsible for its own expenses incurred during the completion of the tasks herein.