



XXX Original Contract Number: 119UWC-HUO-10/09DSS 1002AX	
Amendment Number:	
Maximum Contract Value: \$3,737,435.00	
Contractor Contact Person: Laura Huren	Tel: (860) 571-7554
DSS Contact - Contract: Andrea Alexander	Tel: (860) 424-5780
Program: Robin Waddell	Tel: (860) 424-5213

**STATE OF CONNECTICUT
PURCHASE OF SERVICE CONTRACT
("POS", "Contract" and/or "contract")
Revised December 2009**

The State of Connecticut DEPARTMENT OF SOCIAL SERVICES

Street: 25 SIGOURNEY STREET

City: HARTFORD State: CT Zip: 06106

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

Contractor's Name: UNITED WAY OF CONNECTICUT

Street: 1344 SILAS DEANE HIGHWAY

City: ROCKY HILL State: CT Zip: 06067

Tel#: (860) 571-7500 FEIN/SS#: 061084194

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

Contract Term	This Contract is in effect from 07/01/09 through 06/30/11.
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 4-8 and 17b-3 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
Effective Date	This Contract shall become effective only as of the date of signature by the Agency's authorized official(s) and, where applicable, the date of approval by the Office of the Attorney General ("OAG"). Upon such execution, this Contract shall be deemed effective for the entire term specified above.
Contract Amendment	Part I of this Contract may be amended only by means of a written instrument signed by the Agency, the Contractor, and, if required, the OAG. Part II of this Contract may be amended only in consultation with, and with the approval of, the OAG and the State of Connecticut, Office of Policy and Management ("OPM").

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

If to the Agency:	State of Connecticut, DEPARTMENT OF SOCIAL SERVICES 25 SIGOURNEY STREET HARTFORD, CT 06106 Attention: Andrea Alexander	If to the Contractor:	UNITED WAY OF CONNECTICUT 1344 SILAS DEANE HIGHWAY ROCKY HILL, CT 06067 Attention: Laura Huren
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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.

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

The Contractor shall provide the following specific services for **2-1-1 Health and Human Services Call Center, HUSKY Infoline, and a Section 8 Housing Website** programs 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.

A. DESCRIPTION OF SERVICES – 2-1-1 Health and Human Service Call Center

The Contractor shall operate a health and human service call center (“2-1-1”) that provides information and referral services to approximately 250,000 individuals with targeted services for Temporary Family Assistance (TFA) families, elderly, low-income, persons with disabilities and substance abusing populations, Medicare eligible persons, families whose 60 months time limited TFA benefits have ended.

1. **2-1-1:** 2-1-1 will provide:
 - a. Crisis intervention services by telephone, 24/7.
 - b. Statewide after-hours coverage for the Department's Protective Services for the Elderly (PSE) and Conservator of Person (COP) programs. Emergency situations can involve on-call PSE staff via beeper service and Conservator of Person program.
 - c. Within resources and availability conduct a minimum of 45 outreach activity forums which include presentations on overall services to constituent groups throughout the state.
2. **2-1-1 - TFA Services component.** The Contractor shall provide specialized information and referral services to families moving off TFA at the end of the 60 month limit. The Contractor shall:
 - a. Assess each caller's situation and refer them to the Department for needed benefits, e.g. Food Stamps, HUSKY, etc.
 - b. Educate callers regarding their rights to continued eligibility for Department benefits when there are changes in income.
 - c. Refer callers to other appropriate community services for prioritized service from Department grantees.
 - i. Callers will be referred to other appropriate community organizations.
 - ii. Callers will be counseled on mobilizing their own resources.
 - iii. Callers will be referred to other United Way of Connecticut call centers as needed.
 - d. Maintain case records for each caller with details that include but may not be limited to documenting service needs, information provided, referrals made, demographics of the caller, and the number of contacts.
 - e. Conduct follow-up contact with each caller at one week and 30 day intervals to track the status of the caller and determine if there is a need for additional services. Follow-up contacts will be documented in the caller's case record.

- f. Receive from the Department a monthly report listing all TFA clients leaving the program due to the expiration of lifetime benefits for TFA clients (60 month maximum). The report shall include the clients name, address, phone number and other unique identifiers. Based on the Department's report, the Contractor will contact either by letter or phone those individuals who are not already known to have called 2-1-1. The outreach contact will be made to determine the clients' needs and offer information and referral services available to the clients. All outreach contacts made with clients will be documented.
 - g. Coordinate with the local United Ways and community based organizations to develop informal contacts and resources in the community. The community contacts will be added to a resource database. The Contractor will conduct regular maintenance on the resource database by routinely and regularly verifying the information for accuracy and to keep records current. The resource database will consist of information that emphasizes those services likely to be needed by families leaving TFA.
3. **Human Services Infrastructure (HSI).** The Contractor shall participate in a coordinated statewide social service system that helps people access the services they need to gain or maintain self-sufficiency. 2-1-1 participates with HSI partners that include the 12 Community Action Agencies (CAA) in the State of Connecticut and the Department. The Contractor shall:
- a. Identify HSI partners when referencing the HSI initiative in any 2-1-1 written material (e.g. brochures, newsletters, articles, and newspapers).
 - b. Inform the Department of any CAA that does not provide 2-1-1 with an up-to-date listing of its current programs no later than October 1, 2009.
 - c. Provide each HSI partner with the name and address of the 2-1-1 HSI Liaison upon execution of the contract.
 - d. Attend and participate in the HSI Steering Committee and Project Management, and Oversight Subcommittee meetings, as requested. The Contractor shall provide 2-1-1 staff to attend and participate in HSI Workgroups (MIS, Training, Design/Implementation, Communication, Contracts and Evaluation and Outcomes), as needed.
4. **2-1-1 CONNPAGE.** During the period 11/28/09 through 12/31/09, the Contractor will provide after hours and weekend telephone support through 2-1-1 for callers who have questions about changes in the CONNPAGE program. For the purposes of this project, after hours are defined as weekdays between 6:00 pm and 10:00 pm and Saturdays from 10:00 am – 2:00 pm.
- a. The Contractor shall refer callers that need additional assistance and information for handling inquiries will be referred to contact the Department's CHOICES program.
 - b. The Contractor will perform the following tasks:
 - i. Train and support second shift and weekend call specialists to respond to CONNPAGE change calls. Increase capacity to handle calls during the hours defined above.
 - ii. Provide 3 call specialists during the defined after hours to handle an estimated CONNPAGE 50 calls per day during after hours.
 - iii. Train all 2-1-1 call specialists on the CONNPAGE program changes after 11/28/09.
 - iv. Update Database with new CONNPAGE information as provided by DSS.
 - v. Provide CHOICES with a daily list of call backs for those cases that need to be referred on for additional assistance.

- vi. Reporting: By January 31, 2010 provide data on call volume related to the folks calling for information on the CONNPACE program.
- c. **Department Responsibilities** The Department shall perform the following tasks:
- i. Pay the Contractor up to a maximum of \$21,000 for the provision of 2-1-1 CONNPACE after-hours services from 11/28/09 through 12/31/09, based on an estimated volume of 1,450 calls.
 - ii. Instruct callers requesting CHOICES information after hours to contact 2-1-1 for more information.
 - iii. Provide the Contractor with written information and DSS desk guides for handling CHOICES inquiries.
 - iv. Provide training for 2-1-1 staff on CONNPACE program changes prior to start date on Sat, 11/28/2009.
 - v. Provide desk guides and FAQ sheets for 2-1-1 staff handling CONNPACE program inquiries prior to 11/28/2009.
 - vi. Provide updated desk guides and FAQ sheets, if subsequent changes occur during the implementation.
 - vii. Update the Contractor's Resource Department on CONNPACE Program guidelines and any changes that occur.
 - viii. Provide 2-1-1 with contacts for escalated issues or questions.
 - ix. Provide 2-1-1 with copies of all communications to clients on the CONNPACE program changes.
 - x. Provide 2-1-1 with schedule and volume of mailings to CONNPACE clients letting them know about the changes; and
 - xi. Notify 2-1-1 of any media campaigns/ press releases about the CONNPACE Program changes.

5. 2-1-1 PROGRAM ADMINISTRATION.

- a. The Contractor shall provide 2-1-1 statewide service by telephone from 1344 Silas Deane Highway, Rocky Hill, CT for Information, Referral and Crisis Services, 24 hours a day, 7 days a week. Statewide 2-1-1 services shall include:
 - i. Administrative services including but not limited to personnel, staff training, publicity, financial management, reporting to maintain the level of services identified in this contract;
 - ii. Toll-free telephone access for Connecticut residents including telecommunication services for deaf and hearing-impaired residents; and
 - iii. Bilingual staff available during all shifts.
- c. **TFA Services component:** The Contractor shall staff the TFA Services component of 2-1-1 with the following:
 - i. Call Specialists assigned to assist TFA clients calling 2-1-1 or through outgoing, pro-active calls to those who have called.

- ii. Information Coordinators assigned to seek out, collect and update information on community resources relevant to the needs of clients leaving TFA.

6. **Program Evaluation.** The Contractor shall collect demographic information from all callers who agree to be surveyed. For casework services, a 15% sampling of calls will be collected to report on the outcome of the service and customer satisfaction.
7. **Quality Assurance.** The Contractor shall maintain the certification status from the American Association of Suicidology (AAS). The Contractor agrees to follow "best practices and policies" as established by the National Alliance for Information and Referral Systems (AIRS) and maintain accreditation. The Contractor agrees to have the 2-1-1 program reviewed by the Department. Examination of documents and reports, site visits, or a combination of both may be performed during such reviews and evaluations.

8. Client-Based Outcomes and Measures

Outcome: The Contractor shall systematically survey callers in order to determine the results of service referrals. A 15% sample survey will be drawn of all eligible callers for follow-up through a systematic random sampling of calls. Follow-up calls will also be attempted on the following:

- a. 100% of all crisis calls;
- b. 100% of calls made by pregnant women requesting prenatal care services;
- c. 100% of calls with clients whose TFA Benefits ended.

Measure: At least 50% of completed follow-ups from the groups surveyed will have received services for which they were referred.

9. **Program Reporting (TFA Service Component).** The Contractor shall provide to the Department's Program Manager, semi-annually during the contract period, 2-1-1 TFA Services Component program statistical and summary reports that reflect 2-1-1 services provided for the reporting period. Such reports will be specific to the 2-1-1 TFA Services Component and shall include but may not be limited to:
 - a. Individual case record information that shall include number of calls made, assessed needs, follow-up call data, for each client.
 - b. Information on agencies the client has been referred to; type of requested service(s) or which the client is being referred; actual service(s) provided by agencies receiving referral(s), if known; and
 - c. Analytical (summary) commentary regarding the effectiveness of the 2-1-1 program as specific to the TFA Services Component.

B. DESCRIPTION OF SERVICES - HUSKY Infoline

1. The Contractor shall provide the HUSKY Infoline, a statewide telephone service that provides information and assistance to callers who contact the 1-877-CI HUSKY number.
2. Families who wish to apply for HUSKY are either mailed an application packet or are transferred to ACS, the Department's HUSKY Enrollment Broker, to apply by telephone. HUSKY Infoline also provides care coordination to families who are enrolled in HUSKY and are having difficulties obtaining HUSKY healthcare services. HUSKY Infoline staff assists clients by either referring clients to the appropriate resource or by advocating on behalf of the client.
3. HUSKY Infoline Care Coordinators shall identify barriers that hinder clients from enroll/maintaining HUSKY coverage and any difficulties experienced by clients once they are on the program and attempting to access HUSKY healthcare services. The Contractor shall report services data to the Department.

4. HUSKY Infoline shall work in collaboration with the Department and ACS as well as the Connecticut Voices for Children and former RWJ grantees to enroll any eligible children in HUSKY.
5. The Contractor shall provide the following services through the HUSKY Infoline call center:
 - a. Telephone information, referral, care coordination and advocacy to approximately 15,000 families and agencies and distribute applications, brochures, and other HUSKY promotional materials to families and agencies requesting information;
 - b. Information about the HUSKY program to approximately 15,000 families and agencies contacting the 1-877-CT-HUSKY number including, but not be limited to:
 - i. HUSKY A and B eligibility guidelines;
 - ii. HUSKY A and B benefits package;
 - iii. HUSKY application and renewal process;
 - iv. HUSKY A and B Health plans including HUSKY FFS and the enrollment process.
 - c. Care Coordinators to educate callers on the HUSKY application process, eligibility guidelines, and benefit package;
 - d. Follow-up calls to families who request a HUSKY application and assistance to families encountering barriers in the eligibility and enrollment process;
 - e. Mailing of application packets to those families who call the HUSKY Infoline to apply for HUSKY and/or mailing of enrollment forms and information on how to choose a health plan to those families who are transitioning to a new health plan or transfer the caller to ACS to apply over the telephone;
 - f. Care Coordinators to assist families having difficulty obtaining HUSKY-covered health care services by referring callers to the appropriate resource or by advocating on behalf of the caller;
 - g. Within resources and availability and depending on call volume, conduct outreach activity forums that include but are not limited to presentations and community liaison work on the HUSKY program and HUSKY Infoline services in the three regions approved by the Department;
 - h. Follow-up communication to families who request an application for HUSKY insurance and assist families who encounter barriers in the eligibility and enrollment process;
 - i. Customer survey assistance to HUSKY A and B enrollees as directed by the Department;
 - j. Technical assistance that includes but may not be limited to troubleshooting, facilitation and problem resolution for families in HUSKY A and B having difficulties accessing health care services including initiating requests for replacement CONNECT card or address changes as requested by HUSKY A and B members and SAGA members.
 - k. Handle member services inquiries for HUSKY FFS includes but may not be limited to troubleshooting, facilitation, appointment scheduling as needed and problem resolution for families having difficulties accessing health care services.
 - l. Assist the Department's outreach staff with distribution of educational and outreach materials and support community contractors as needed.
 - m. Within resources and as directed by the Department, perform evening and/or weekend telephone outreach and assistance to HUSKY A families not in compliance with the Federal Citizenship/Identity requirements statewide.

- n. Submit requests made by HUSKY and SAGA program participants for replacement CONNECT cards to the Department's designated contact person.

C. DESCRIPTION OF SERVICES - SECTION 8 HOUSING WEBSITE

1. **Contractor Responsibilities.** The Contractor will perform the following services regarding the Section 8 Housing Choice Voucher open wait list notification web application:
 - a. Design and develop a web application to allow housing authorities to post openings of Section 8 wait lists and include the following information:
 - i. The date of the each opening of the waiting list;
 - ii. The manner in which applicants may apply; and
 - iii. The date, if any, on which the waiting list shall be closed.
 - b. Create a user friendly, self service interface for housing authorities to post their waiting list openings. Posting notices shall be the sole responsibility of the housing authority. The Contractor shall not be held responsible for content or timeliness of the postings.
 - c. Create an email notification system for interested parties (individuals and organizations) to register and receive email notification of wait list openings. In the event a registered party no longer chooses to receive updates, they will be given the option to unsubscribe. The Contractor shall maintain e-mail addresses for registered until it receives notification that an address is no longer valid or the party chooses to unsubscribe.
 - d. Host and maintain the web application on our www.211ct.org website.
 - e. Respond to general questions about the Section 8 program and provide information and referral to other low cost housing options. For questions or more information, individuals may dial 2-1-1 to speak to a call specialist or access 2-1-1's comprehensive community resource database via the web.
 - f. Provide the official 2-1-1 logo for use on promotional materials.
2. **Department Responsibilities.** The Department shall:
 - a. Provide the Contractor's 2-1-1 information department with current housing authority listings and related housing resource information.
 - b. Notify the Contractor's 2-1-1 information department of the following information:
 - i. any program changes or updates; and/or
 - ii. changes to the regulations regarding Section 8 waiting list opening postings that would affect the functionality of the web application. The Department significant changes may require additional funding.
 - c. Notify current housing authorities that the Contractor has been designated as the operator of the web application to facilitate postings and notifications.
 - d. Require housing authorities to make postings using the self service interface in accordance with state regulations.
 - e. Notify the Contractor prior to launching specialized campaigns around the program involving media and provide copies of any materials that reference the 2-1-1 program.

- f. Utilize the official 2-1-1 logo in any promotional materials.
- g. Provide a contact person to handle inquires of a legal nature pertaining to posting regulation adherence.

3. Program Administration

- a. The Contractor shall operate and maintain the HUSKY Infoline telephone and outreach services at 1344 Silas Deane Highway, Rocky Hill, CT. Hours of operation shall be Monday through Friday between the hours of 8:00 am and 8:00 pm., and Saturday between the hours of 10:00 am and 2:00 pm, during the contract period.
- b. The Contractor shall staff the HUSKY Infoline with Care Coordinators who will provide telephone coverage weekdays from 8:00 am through 6:00 pm. All incoming calls to the HUSKY Infoline will be rolled over to the 2-1-1 call center during additional business hours. Callers who contact HUSKY Infoline outside of regular business hours will have the option of leaving a voicemail message. All calls shall be returned within 24 hours.
- c. The Contractor shall provide bilingual staff for callers to the HUSKY Infoline. Staff will also have access to Tele-Interpreters language line for other languages not available on staff.
- d. The Contractor shall disseminate HUSKY informational materials in both English and Spanish.
- e. Reports or data compiled or developed by the Contractor in the administration of this contract shall be shared with the Department prior to dissemination.

- 4. **Program Evaluation.** The Contractor agrees to collect needs and demographic information from HUSKY Infoline on every call and conduct a follow-up assessment on 15% of the calls received to report on outcomes. HUSKY Infoline will provide follow up calls to families who received a HUSKY application. HUSKY Infoline Care Coordinators will verify with callers that they would like a follow-up call from staff. Results will be given to the Department as a component of program report
- 5. **Quality Assurance.** The Contractor agrees to conduct silent monitoring of calls to HUSKY Infoline to assure quality customer service to callers and identify any need for additional staff training. The Contractor shall provide in house staff development and training for HUSKY Infoline staff as needed. The Contractor agrees to have its quality assurance program reviewed by the Department upon request.

6. Client-Based Outcomes and Measures

- a. **Outcome 1:** Assurance of excellence and comprehensiveness in customer service and information and referral provision.
Measure 1:
 - i. Training, case audits, support, staff development and supervision will be complemented by completing a minimum of two silent monitoring sessions per year per Care Coordinator.
 - ii. 75% of the callers who request an application packet will be sent a packet within two business days.
 - iii. All callers will be sent an application packet within four business days.
 - iv. All callers inquiring about HUSKY are provided with accurate information about basic eligibility, as measured by reviewing the initial call data and comparing it to follow up call data.
- b. **Outcome 2:** Families with uninsured children under 19 calling HUSKY Infoline are assisted with effective and understandable information and referral to obtain HUSKY coverage.
Measure 2: 15% of those families receiving HUSKY information receive a follow-up contact to determine if the child is enrolled in HUSKY by reviewing the initial call data and comparing it to follow up call data. If the child is not enrolled, the family will be offered further information and application assistance, depending on the child's health insurance status and needs.

D. PROGRAM REPORTING

1. The Contractor shall submit a six-month and final program report in a format negotiated with the Department. The six-month report is due within thirty days following the sixth month of the contract period and the final report is due within sixty days following the end of the contract period. The final program report shall include the outcome results as identified herein. If significant trends or problems are seen in access-to-care issues and other barriers to service, interim reports will be prepared and provided to the Department. Liaison(s) will be designated in the Department for consultation on verbal and written reports.
2. The Contractor shall work with the Department's Public and Government Relations Office and Medical Care Administration to submit reports pertinent to the operation of the HUSKY telephone line.
3. The Contractor shall provide ad-hoc reports, as identified from a database by the Department, for use in statewide and regional planning.
4. The Contractor shall identify and report to the Department barriers that hinder families from enrolling in or maintaining HUSKY insurance, and barriers and system-wide issues that prevent families from becoming eligible for or subsequently cause families to lose eligibility for the HUSKY program.
5. The Contractor shall identify and report to the Department information on why HUSKY-enrolled children have problems accessing care, including reasons for calls, volume per reason, and analysis of patterns, trends and problems.
6. The Contractor shall collect data and prepare reports for the Department from calls to the HUSKY Infoline. The reports shall include but may not be limited to the following information:
 - a. What prompted the caller to access 1-877 CT HUSKY
 - b. The caller's town of residence
 - c. The language of the caller
 - d. the reason for the call
 - e. the type of service requested
 - f. outcomes of call
 - g. the ages of children needing assistance when possible

E. FINANCIAL REPORTING: The Contractor shall submit quarterly 2-1-1, Section 8, and HUSKY Infoline financial reports to the Department within 30 days following the end of each quarter. The final financial report is due within 60 days of the end of the contract.

F. BUDGET & PAYMENT PROVISIONS

1. The Department agrees to pay for the services provided and as described under this contract at an amount not to exceed \$3,737,435.00 for the period July 1, 2009 through June 30, 2010.
2. The Department and the Contractor mutually agree that \$200,000.00 of the amount identified in Part I Section F.1. has already been paid to the Contractor under past contract with the Department and will be used by the Contractor for services provided and as described under this contract. Such expenditures by the Contractor paid from this amount shall be reported upon in a separate section of each quarterly financial report.
3. The Department shall pay the Contractor \$3,537,435.00 for Program services provided during SFY2010; the Department shall provide additional funding for SFY 2011 Program services as it becomes available.

4. The Department shall provide the Contractor with funding to be allocated in the following manner:
 - \$2,562,883 for 2-1-1;
 - \$165,923 for 2-1-1 TFA and HSI;
 - \$12,500 for Section 8;
 - \$671,129 for HUSKY Outreach;
 - \$50,000 for ConnPace Plus Transition; and
 - \$75,000 for CSBG Special Projects.
5. The Contractor agrees to utilize Department funds in accordance with the budget provided herein.
6. The Contractor will submit written requests for payment on a quarterly basis on DSS W-1270 Forms to the Department's Program representative located at Public & Government Relations, Department of Social Services, 25 Sigourney Street, Hartford, CT 06106. Requests for payment will be honored and funds released based on submission by the Contractor, with review and acceptance by the Department, of quarterly financial reports; the availability of funds; and the Contractor's satisfactory compliance with the terms of the contract.
7. When the Department's review of any financial report or on-site examination of the Contractor's financial records indicate that under expenditure or under utilization of contract funds is likely to occur by the end of the contract year, the Department may, with advance notice to the Contractor, alter the payment schedule for the balance of the contract period.
8. **Surplus/Excess Payments:** In the event the Department has advanced funds to the Contractor or overpaid the Contractor, the Contractor shall at the end of the contract period, or earlier if the contract is terminated, return to the Department in full any unexpended funds within 30 days; or such unexpended funds may, at the discretion of the Commissioner of the Department, be carried over and used as part of a new contract period if a new similar contract is executed.

G. PROVISIONS RELATING TO EXPENDITURES:

1. Expenditures shall be defined as expenses incurred by the Contractor, on an accrual basis, in delivering the services described in Part I herein, and in categories that the Department has agreed to pay in accordance with Part I, Section F.
2. The Contractor's expenditures may vary in the amount per category from those set forth in the approved budget, provided that such variance does not materially change the services described in this Part I. The Contractor may not vary the category of expenditures set forth in the approved budget absent the Department's written approval in accordance with Part I, Section FL2.
3. During the term of the contract, the Contractor shall notify the Department, of the categories of and actual expenditures made under the contract in accordance with Part I, Section F.
4. The Contractor shall maintain records sufficient to report the expenditures made under the contract and shall, if requested, provide such records to the Department.
5. The Contractor may allocate expenditures such as administrative and general, rent, utilities, etc., under the contract provided that:
 - a. such allocated expenditures were included by category in the budget, and

- b. the procedure for allocation is reasonable and does not unfairly burden the Department with expenditures properly applied to services beyond those needed to deliver services described in this Part I.

H. BUDGET VARIANCE:

1. The Contractor may transfer funds from one category to another (except for equipment) in the agreed upon and approved budget included in this contract for a single component without prior notification of the Department under the following conditions:
 - a. The amount by which a single category may be increased may not exceed 15% of the approved amount or \$1,500.00, whichever is greater. This applies only to category amounts in the formally approved budget subsequently approved budget revisions.
 - b. Budget flexibility is to be applied to each component separately and is not to be computed on the composite budget items.
 - c. The number of people or the percentage of time charged to a job classification may be increased, provided this does not exceed the flexibility cited above.
 - d. The Contractor may not make any transfer under this procedure that involves any of the categories or kinds of expenditures specifically listed below.
 - e. All such transfers will be reflected on the next submitted financial report.
2. The Department requires the following changes in approved Program budgets to have prior written Department approval by a formal budget revision and/or formal contract amendment:
 - a. The purchase of an item of equipment not approved in the original budget.
 - b. A transfer that involves an increase of an approved category amount by more than 15% or \$1,500.00, whichever is greater.
 - c. Any increase in compensation for services under a third party contract.
 - d. Any transfers of funds from one component to another.
 - e. Any transfer of budgeted Program income or food reimbursement.
3. The Department will respond to a properly executed request within 30 days of receipt.
4. No budget revisions proposed by the Contractor may be submitted later than 30 calendar days after the program has ended, except that the Department may entertain, at any time, a budget revision for the purpose of increasing funds solely for the audit of the Program. The final financial report will show all category overruns. Costs incurred after the end of the budget period will be disallowed except where the Department has expressly approved in writing and in advance.

I. TERMINATION:

1. This Contract may be subject to the following termination provisions, in addition to the provisions regarding termination found in Part II of this contract. The Contract may be terminated by the State:
 - a. For Convenience

- b. For Financial Instability
2. All notices of termination as defined in the subsections below shall be signed by the Contract Administrator, shall specify a date of termination and shall be delivered to the Contractor no less than 60 days prior to the specified date of termination.
3. **Termination for Convenience:**
 - a. The Department may terminate performance of work under the Contract in whole or in part whenever for any reason the Department shall determine that such termination is in the best interest of the Department and/or the State of Connecticut.
 - b. In the event that the Department elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.
4. **Termination for Financial Instability:**
 - a. In the event that the Contractor becomes financially unstable to the point of threatening the ability of the Department to obtain the services provided for 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, the Department may, at its option, immediately terminate this contract.
 - b. In the event the Department elects to terminate this contract under this provision, it shall do so by the Contract Administrator and/or designee sending notice of termination to the Contractor by certified mail, return receipt requested, specifying the date of termination.
 - c. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the Contractor shall immediately so advise the Department. The Contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of the contract and agrees that the filing of a petition in bankruptcy by or against a subcontractor shall, in no way, relieve Contractor of its duties under this contract.
5. **Procedure for Termination:** Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:
 - a. Stop work under the contract on the date and to the extent specified in the Notice of Termination.
 - b. If the Department so directs in writing, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination or assign to the Department in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the Contractor under the subcontracts not so terminated, in which case the Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts.
 - c. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
 - d. Be entitled to payment for services rendered through the effective date of termination.

J. MISCELLANEOUS PROVISIONS:

1. **Audit Exceptions:** In addition to and not in any way in limitation of the obligation of the agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any State or Federal audit exceptions and shall return to the Department all payments made under the agreement to which exception has been taken or which have been disallowed because of such an exception.
2. **Severability:** If any provision of this contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this contract shall be enforced to the fullest extent permitted by law.
3. **Transport of Clients:** In the event that the Contractor or any of its employees or subcontractors shall, for any reason, transport a client of DSS, the Contractor hereby agrees to the following:
 - a. The contractor shall require that its employees, subcontracted transportation providers, drivers, and vehicles meet licensure or certification requirements established by the State of Connecticut Department of Transportation (DOT) and the State of Connecticut Department of Motor Vehicles (DMV) that transport, or have the potential to transport, clients.
 - b. All vehicles utilized shall be appropriately licensed, certified, permitted, and/or insured.
4. **Optional Contractor Activities:** In addition, the Contractor may either be asked by the Department, or may request permission of the Department, to conduct optional activities. Activities requested by the Department may include those required by new or amended federal or state laws or regulations, quality-related projects, or expansion of current activities that the Department identifies following the execution of this contract. Activities requested by the Contractor may include surveys, outreach, or case management services that, consistent with the purpose of this contract, would improve the access to and the quality of services the Contractor provides. The following processes shall apply for the duration of this contract with regard to proposed activities that are not included in this contract's Scope of Work
 - a. If the Department desires the Contractor to do a new activity that is not included within the Scope of Work, it shall inform the Contractor in writing of the desired new activity through a written request for a Change Order.
 - i. As soon as possible after receipt of a written Change Order request from the Department, but in no event more than five (5) business days thereafter, the Contractor shall advise the Department in writing that either: a) the new activity can be done with no additional cost to the Department; or b) if there is a cost impact, a description of the approximate cost involved in conducting the new activity and also the timeframe within which the activity could reasonably be completed.
 - ii. At the request of either the Contractor or the Department, the Contractor, Department and any other partners in the proposed activity will meet to discuss the proposed new activity.
 - iii. Based on its cost estimate and any collaborative planning with the Department, the Contractor will submit a Project Proposal that includes a budget for the new activity and a schedule and timetable of deliverables for the Department's review and approval.
 - iv. If the activity proposed by the Department can be completed at no additional cost to the Contractor and the Department approves the Contractor's project proposal, the Department will issue a written Change Order that authorizes the new activity
 - v. If the activity proposed by the Department has a cost impact but the Department has sufficient funds to cover these additional costs, the Department will issue a written Change Order that, consistent with the Contractor's Project Proposal as amended by mutual agreement of the parties, authorizes the new activity and increases the total amount of funds available in this contract.

- vi. If the new activity has significant costs that require authorization from the State of Connecticut's Office of Policy and Management, the Department shall secure such authorization prior to the execution of the Change Order so that additional funds can be allocated to the amended contract.
- b. If the Contractor identifies a special project that can be conducted at no additional cost to the Department and that is consistent with the goals of this contract, the Contractor shall send the Department a brief description of the purposes, methods, and use of the additional analyses or reports, and the names and qualifications of collaborators in the project (if any).
- c. Any written change orders issued by the Department shall specify whether the change is to be made on a certain date or become effective only after approval of the Contractor's proposal as described above, provided that the Contractor shall not be required to perform activities outside the contract's Scope of Work that require additional funding until such funding is approved. No changes in the contract's Scope of Work are to be conducted except with the written approval of the Department's Contract Administrator or his/her designee.
 - i. At the request of either the Contractor or the Department, the Contractor, Department and any other partners in the proposed activity will meet to discuss the proposed special project.
 - ii. If the Department approves the special project, it will provide the Contractor with a written approval for the use of the data for this specific purpose. All efforts will be made to act on a request for a no-cost special project in a timely manner.

PROGRAM NAME:
211/Section 8/Husky

United Way of Connecticut, Inc.
FINANCING SUMMARY

Total State Grant	3,737,435			
For Amendments Only Previously approved State Grant Amount of Amendment				
ITEM/Line #	Subcategory (a)	Line Item Total (b)	Adjustments (c)	Revised Total (d)
1. UNIT RATE				
1a. Bed Days				
1b. Client Advocate				
1c. Security Deposit				
1d. Other Unit Rate Costs				
TOTAL UNIT RATE				
2. CONTRACTUAL SERVICES				
2a. Accounting	0			
2b. Legal	9,410			
2c. Independent Audit	12,098			
2d. Other Contractual Service	180,988			
TOTAL CONTRACTUAL SERVICES		202,496		
3. ADMINISTRATION				
3a. Admin. Salaries	303,506			
3b. Admin. Fringe Benefits	96,290			
3c. Admin. Overhead	32,621			
TOTAL ADMINISTRATION		432,417		
4. DIRECT PROGRAM STAFF				
4a. Program Salaries	1,867,196			
4b. Prog. Fringe Benefits	682,874			
TOTAL DIRECT PROGRAM		2,550,070		
5. OTHER COSTS				
5a. Program Rent	203,848			
5b. Consumable Supplies	124,522			
5c. Travel & Trans.	52,258			
5d. Utilities	90,114			
5e. Repairs & Maintenance	0			
5f. Insurance	20,701			
5g. Food & Related Costs	0			
5h. Other Project Expenses	21,209			
TOTAL OTHER COSTS		512,652		
6. EQUIPMENT		39,800		
7. PROGRAM INCOME				
7a. Fees				
7b. Other Income				
TOTAL PROGRAM INCOME				
8. TOTAL NET PROGRAM COST (Sum of 1 - 6 minus Line 7)		3,737,435		

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

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

limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

13. "Services" shall mean the performance of Services as stated in Part I of this Contract.
14. "State" shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
15. "Termination" shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. CLIENT-RELATED SAFEGUARDS.

1. **Inspection of Work Performed.** The Agency or its authorized representative shall at all times have the right to enter into the Contractor's premises, or such other places where duties under the Contract are being performed, to inspect, to monitor or to evaluate the work being performed. The Contractor and all subcontractors must provide all reasonable facilities and assistance to Agency representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this Section shall be made available to the Contractor.
2. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
3. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with mental retardation); and C.G.S. § 17b-407 (relative to elderly persons).
4. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. CONTRACTOR OBLIGATIONS.

1. **Cost Standards.** Effective January 1, 2007, the Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM on the Web at http://ct.gov/opm/fin/cost_standards. Such Cost Standards shall apply to:
 - (a) all new contracts effective on or after January 1, 2007;
 - (b) all contract amendments modifying funding, effective on or after January 1, 2007;
 - (c) all contracts in effect on or after July 1, 2007.
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where

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

3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of the Contract and the 180 days following its date of Termination and/or Cancellation, the Contractor shall submit to the Agency copies of the following within thirty (30) days after having filed them:
 - (a) its most recent IRS Form 990 submitted to the federal 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.

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 termination of this Contract.
 - (c) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
 - (d) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
 - (e) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of

Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform services in connection with such program. The Agency may terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

5. Audit Requirements.

- (a) The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made. The Contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (c) For purposes of this subsection as it relates to State grants, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230.

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 C4:

- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);

- (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; (4) have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
- (b) Any change in the above status shall be immediately reported to the Agency.
8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
10. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
11. **Indemnification.**
- (a) The Contractor shall indemnify, defend and hold harmless the state of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
- (1) claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and
- (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its indemnification and hold-harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or

compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.

- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any sections survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

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

- (a) **Commercial General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
- (b) **Automobile Liability.** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
- (c) **Professional Liability.** \$1,000,000 limit of liability, if applicable; and/or
- (d) **Workers' Compensation and Employers Liability.** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

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

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

laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
 - (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.
14. **Compliance with Law and Policy, Facility Standards and Licensing.** Contractor shall comply with all:
- (a) pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
 - (b) applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.
15. **Representations and Warranties.** Contractor shall:
- (a) perform fully under the Contract;
 - (b) pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
 - (c) adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.
16. **Reports.** The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.
17. **Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.
18. **Record Keeping and Access.** The Contractor shall maintain books, Records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the

performance of this Contract. These Records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or, where applicable, federal agencies. The Contractor shall retain all such Records concerning this Contract for a period of three (3) years after the completion and submission to the State of the Contractor's annual financial audit.

19. Encryption of Data.

- (a) The Contractor, at its own expense, shall encrypt any and all electronically stored data now or hereafter in its possession or control located on non-state owned or managed devices that the State, in accordance with its existing state policies classifies as confidential or restricted. The method of encryption shall be compliant with the State of Connecticut Enterprise Wide Technical Architecture ("EWTA") or such other method as deemed acceptable by the Agency. This shall be a continuing obligation for compliance with the EWTA standard as it may change from time to time. The EWTA domain architecture documents can be found at <http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253968>.
- (b) In the event of a breach of security or loss of State data, the Contractor shall notify the Agency and the OAG as soon as practical but not later than twenty-four (24) hours after the discovery or suspicion of such breach or loss that such data has been comprised through breach or loss. The requirements of this section are in addition to those that may apply under Part II, Section E.

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

21. Litigation.

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

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

D. CHANGES TO THE CONTRACT, TERMINATION, CANCELLATION, AND EXPIRATION.**1. Contract Amendment.**

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

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
 - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) days from the effective date of any change in:
 - (A) its certificate of incorporation or other organizational document;
 - (B) more than a controlling interest in the ownership of the Contractor; or
 - (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.

- (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
- (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.
- (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) Days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract Termination date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
 - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;
 - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both;
or
 - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.

- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach 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. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
 - (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
 - (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall immediately discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.12, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a

written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.

- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (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 within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

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

E. STATUTORY AND REGULATORY COMPLIANCE.

1. Health Insurance Portability and Accountability Act of 1996.

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

- (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Agency, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423)¹, and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
 - (1) "Breach" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).
 - (2) "Business Associate" shall mean the Contractor.
 - (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

¹ The effective date of the HITECH Act is February 17, 2010.

- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH Act. (42 U.S.C. §17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
 - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
 - (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
 - (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
 - (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
 - (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a

request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection (h)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate
 - (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the individual's PHI; or
 - (C) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without
 - (A) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
 - (B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.
 - (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and this Section of the Contract.
 - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402(g) of HITECH (42 U.S.C. 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the

identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

(C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

(D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

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

(i) Permitted Uses and Disclosure by Business Associate.

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

- (2) Specific Use and Disclosure Provisions
- (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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

(l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (h)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination.
- (A) Except as provided in (1)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (h)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Sections.

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

- (5) **Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("Act") to the extent applicable, during the term of the Contract. The Agency may cancel this Contract if the Contractor fails to comply with the Act. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor shall comply with section 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.
5. **Non-discrimination.**
- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
- (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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any

manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;

- (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 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 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;
 - (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 section 46a-56.
- (b) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:
- (1) Who are active in the daily affairs of the enterprise,
 - (2) who have the power to direct the management and policies of the enterprise and
 - (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and

"good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

- (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 sections (a) and (b) above 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 section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
 - (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 of 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 section 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 section 46a-56.
- (h) The Contractor shall include the provisions of section (g) above 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 section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed,

separated or divorced, and "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. For the purposes of this section, "Contract" does not include a contract where each contractor is

- (1) a political subdivision of the state, including, but not limited to, a municipality,
- (2) a quasi-public agency, as defined in C.G.S. § 1-120,
- (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267,
- (4) the federal government,
- (5) a foreign government, or
- (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes § 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor*, *prospective state contractor*, *principal of a state contractor* or *principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

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

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

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

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual. "Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

9. **Non-smoking.** If the Contractor is an employer subject to C.G.S. § 31-40q, the Contractor shall provide the Agency with a copy of its written rules concerning smoking. Evidence of compliance with C.G.S. § 31-40q must be received prior to Contract approval by the Agency.
10. **Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. This Contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. All of these Executive orders are incorporated into and made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Agency shall provide a copy of these Orders to the Contractor.

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

SIGNATURES AND APPROVALS

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

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

CONTRACTOR - UNITED WAY OF CONNECTICUT



LAURA M. HUREN, *Vice President Business Operations*

2/19/10
Date


DEPARTMENT OF SOCIAL SERVICES



MICHAEL P. STARKOWSKI, *Commissioner*

3/19/10
Date

OFFICE OF THE ATTORNEY GENERAL



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

3/19/10
Date