



STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES

CONTRACT AMENDMENT

Contractor: CONNECTICUT CHILDREN'S MEDICAL CENTER, INC.
Contractor Address: 282 WASHINGTON STREET, HARTFORD, CT 06106
Contract Number: 064CMC-MED-03 / 10DSS1201FI
Amendment Number: A1
Amount as Amended: \$10,860,000
Contract Term as Amended: 01/01/10 – 02/28/15

The contract between **Connecticut Children's Medical Center** (the Contractor) and the Department of Social Services (the Department), which was last executed by the parties and approved by the Office of the Attorney General on 03/08/10, is hereby amended as follows:

1. The total maximum amount payable under this contract is **increased by \$4,860,000 from \$6,000,000 to \$10,860,000.00**. The increase amount shall be used for Program services from 11/1/11 through 02/28/15.
2. The term of the contract is extended for an additional two years and two months, and the end date of the contract is changed from 12/31/12 to 02/28/15.
3. Unless stated otherwise herein, the provisions of this contract amendment set forth on pages 3 through 17 shall be effective November 1, 2011 and shall apply to the two additional grant awards from the US Department of Housing and Urban Development (hereinafter referred to as "HUD") to the Department for the continuation of housing-related hazard control in priority housing. The first additional award is the Lead Hazard Reduction Demonstration Grant Program identified by Instrument Number CTLHD0224-11("LHRD-11"). The second additional award is the Healthy Homes Production Grant Program identified by the HUD Instrument Number CTHHP0005-11("HHP-11").
4. The budget for the period 11/1/11 through 02/28/15 for LHRD-11 and HHP-11 shall be as set forth on pages 16 and 17, respectively, of this contract amendment.
5. The Table of Contents and Part II in the original contract are hereby deleted and replaced by the Table of Contents and Part II revised November 2011 on pages 18 through 42 of this amendment.
6. The terms of the original contract shall continue to apply and remain in effect for services provided and tasks performed under the original grant awards Instrument Number CTLHB441-09 and Instrument Number CTLHD0198-09 until such time as the original grant awards are closed out.

This document constitutes an amendment to the above numbered contract. All provisions of that contract, except those explicitly changed above by this amendment, shall remain in full force and effect.

1. DESCRIPTION OF SERVICES

- A. The U.S. Department of Housing and Urban Development (“HUD”) has provided funding to the State of Connecticut Department of Social Services (“Department”) for the continuation of lead hazard control and healthy housing production in priority housing in the form of two additional grant awards. The first additional award is the Lead Hazard Reduction Demonstration Grant Program identified by Instrument Number CTLHD0224-11 (“LHRD-11”) in the amount of \$3,000,000.00. The second additional award is the Healthy Homes Production Grant Program identified by the HUD Instrument Number CTHHP0005-11 (“HHP-11”) in the amount of \$1,860,000.00. Through this contract amendment the Department will be providing, effective November 1, 2011, the funding received through the two additional grant awards to the Connecticut Children’s Medical Center (hereinafter referred to as the “Contractor”) to operate the Lead Action for Medicaid Primary Prevention (LAMPP) project, an early intervention and preventive program to reduce residential lead, safety and other health hazards. The additional funding made available through this contract amendment will be used to conduct risk assessments and inspections of housing units within the targeted communities, provide hazard control education to families and property owners within the targeted communities and provide property owners with financial assistance to rehabilitate housing units in the targeted communities with identified hazards.
- B. The target population for LHRD-11 is Medicaid enrolled children under six years of age who have elevated blood-lead levels residing in any of the fifteen targeted communities identified in PART I Section 1 (C) of this contract. The target population for HHP-11 is children under six years of age and vulnerable elderly people in low-income households in any of the fifteen targeted communities. The Department and the Contractor will work with the Medicaid administrative services organization under contract with the Department to refer Medicaid enrolled children with elevated blood-lead levels, asthma, and other conditions exacerbated by housing-based hazards from any of the fifteen targeted communities to the Contractor. The Contractor shall also work with the local health departments in each of the fifteen targeted communities to refer any child with elevated blood-lead levels whose family meets the income criteria in PART I Section 1 (HH) (1) of this contract to the Contractor. The local health, code enforcement, and community development departments in the fifteen targeted communities may also refer property owners with eligible housing units, as defined in PART I Section I (F) of this contract, to the Contractor in order to prevent children’s blood-lead levels from reaching an elevated state and to remediate health and safety hazards prior to impacting health or causing injury. If funding allows, these property owners shall also participate in the LAMPP project.
- C. The fifteen targeted communities are: Bridgeport, Danbury, East Haven, Enfield, Hartford, Manchester, Meriden, New Britain, New Haven, Norwalk, Stamford, Torrington, Waterbury, Winchester and West Haven. The Project will partner with these communities and other organizations (“Partners”) to provide a seamless, efficient process where all of the resources available to property owners and families are applied in a coordinated fashion to provide green and healthy homes. The Project will build the capacity of the Partners to create green and healthy homes from appropriate housing stock in the target communities.
- D. For each child referred to the LAMPP project the Contractor shall, directly or indirectly through subcontractors, educate the child’s family regarding the impact and effective responses to housing related health and safety hazards and conduct a risk assessment and/or inspection of the child’s housing unit (referred to as the “index unit”), common areas, exterior and premises. The Contractor will only use licensed and certified lead consultants to conduct the lead risk assessments and/or inspections. The Contractor will only use people trained in the HUD Healthy Housing Rating System (“HHRS”) to assess the unit for other health and safety hazards. The Contractor will produce a risk assessment report which will identify the hazards in the index unit, common areas, exterior and premises and include actions to be taken to control identified hazards. This risk assessment report will be provided to the family residing in the index unit, the property owner and, on request, the Department. The Contractor will, directly or indirectly through subcontractors, educate the property

owner of risks and responsibilities related to identified hazards and shall refer the property owner to LAMPP for assistance.

- E. The Contractor shall discuss with the property owners the advantages of participating in the LAMPP project, the level of financial assistance available, program requirements, program procedures and the owner's disclosure responsibilities under federal regulations. If the property owner is interested in participating in the LAMPP project, the Contractor will request that the property owner submit an application to the LAMPP project. The application shall be developed by the Contractor and shall include but may not be limited to disclosure of necessary eligibility information including occupant incomes, rental rates, and deed and mortgage status. The LAMPP project coordinator will forward copies of the applications to the Department on request.
- F. Based on the property owners' applications, the Contractor shall select those housing units to receive financial assistance for hazard control work through the LAMPP project. Applications for housing units with Medicaid eligible children with elevated blood-lead levels in any of the targeted communities shall be given highest priority. For other health and safety interventions, applications for low-income housing units with children under six or with vulnerable elderly people in any of the targeted communities shall be given priority. LAMPP Project staff will advise the Department, in writing, of the applications that were chosen to be funded and, on request, will include the criteria used to determine each award. If selected, all eligible units in the building will be included in hazard control work. Eligible Units for LHRD-11 are vacant units and those with low-income or very low-income occupants, as set forth in PART I Section 1 (HH) (1) of this contract, where the rental costs are at or below the fair market value as set for the federal Section 8 program for the area. Eligible Units for LHRD-11 must have been constructed before 1978 and be privately owned. Eligible Units for HHP-11 are units in the targeted communities where health and safety hazards are identified through the HHRS.
- G. When the property owner's application for participation in LAMPP is conditionally approved for LHRD-11, the application shall be approved for HHP-11. A combined risk assessment and lead inspection will be completed for each of the Eligible Units in the building. A healthy homes assessment using the HHRS will be completed in each of the Eligible Units. When the property owner's application is conditionally approved for HHP-11 only, a healthy homes assessment using the HHRS will be completed in each of the Eligible Units. The Contractor shall provide health education for the families residing in any of the units identified in need of hazard controls. The Contractor shall provide the results of the assessment along with methods to reduce the hazards to the families residing in the units, the property owner and, on request, the Department.
- H. The Contractor will select for participation in the LAMPP project those Eligible Units that are suitable for hazard control without major rehabilitation. Eligible Units that require more extensive work will be referred to LAMPP Partners for joint assistance.
- I. The Contractor shall, along with community partners, provide financial assistance to property owners identified with hazards through the risk assessment and/or inspection phase to implement hazard control. All lead interim control and abatement measures shall be performed in accordance with the HUD Lead-Safe Housing Rule and Connecticut regulations. Lead hazard control shall be completed in 122 units identified with lead hazards through the risk assessment/inspection process. Health and safety hazard control shall be completed in 280 units identified with health and safety hazards through the HHRS.
- J. The Contractor shall enter into a contract with the owner of the property identified as being in need of hazard reduction activities and selected for financial assistance. The contract will provide the property owner with financial aid to have the hazard control activities performed. Maximum financial assistance from the Contractor for hazard control activities shall be as follows:

Units per Building	Financial Assistance - Lead Hazard Control per Unit	Financial Assistance – Health/Safety Control per Unit
Single Family	\$16,000	\$6,000
2 Units	\$11,500	\$6,000
3 Units	\$11,500	\$6,000
4 Units	\$9,000	\$6,000
5 Units	\$8,000	\$6,000
6 Units & above	\$7,000	\$6,000

The Contractor may provide a contingency amount of \$1,000.00 additional financial assistance per unit to cover changes in the scope of work found to be necessary during hazard control activities. Financial assistance to the property owner shall include, in addition to the amount shown above, temporary relocation costs at \$600 per unit for occupants who self-relocate or the actual cost if paid directly by the Contractor.

If throughout the term of the contract, funding to the maximum limits shown above becomes a financial hardship for the operation of LAMPP, the Contractor may, with advance written notice to the Department, request permission to establish alternate, tiered maximums for financial aid per unit.

- K. The terms of the contract between the Contractor and the property owner shall provide that the financial aid from the Contractor to the property owner will be forgiven over a period of three years from the date hazard control activities are completed if the property owner: maintains fair market rents, rents only to income-eligible occupants, provides disclosure of potential lead-based paint, affirmatively markets the units to families with children under six, and maintains possession of the property throughout the three-year period unless waived by LAMPP (e.g. for sale to a low-income owner/occupant). Breach of the contract by the property owner will require repayment of a pro-rated portion of the financial aid. At the time the contract is signed for lead hazard control under LHRD-11, the property owner will make a contribution of \$700 per unit, payable to the Contractor, to cover part of the cost of lead hazard control and associated program costs. This contribution will be waived for low-income owner occupants. This contribution will also be waived for up to two rental units in the same building occupied by the owner. The Contractor will file a notice of the contract on the land records. Such notice will be sent to the Department at the time it is filed on the land record, if requested.
- L. The Contractor will specify the use of interim controls and standard treatments for lead hazard control, rather than abatement procedures, wherever practical and permitted by state and federal regulations. Interim controls include paint stabilization, window repair, grass seeding, and specialized cleaning. All sources of lead hazards will be controlled including deteriorated paint, impact and friction surfaces, bare soil near the building and in child play areas, and any other surfaces ordered to be abated by a local public health department. A paint maintenance plan will be provided to the property owner. If, however, state and federal regulations require or the local health department orders lead abatement for an Eligible Unit, abatement procedures and licensed lead abatement contractors will be used.
- M. Two levels of health and safety interventions shall be carried out by the Contractor.
1. The first level is the installation of safety equipment, including but not limited to smoke detectors, CO monitors, window guards, child-proof cabinet locks, stair guards, and handrails. The aforementioned interventions will be low-cost interventions. The Contractor will complete 100 safety-only interventions.
 2. The second level of intervention is full health and safety remediation. The Contractor will complete 180 units with full remediation. This level of intervention will have activities including

but not limited to allergen control, pest control, mold control and eradication, and the elimination of major water leakages. A complete list of healthy home hazards and their definitions will be available in the HHRS.

- N. The Contractor agrees that funds under LHRD-11 made available to property owners under this contract shall be used only for those LAMPP lead hazard control projects conducted by people licensed and certified for the activities in accordance with 24 CFR Part 35 (possessing certification as abatement contractors, risk assessors, inspectors, abatement workers, or others having been certified under the U.S. Environmental Protection Agency (EPA) Renovation, Repair and Painting Rule) and qualified for the activities in accordance with State of Connecticut regulations and statutes.
- O. The consultants and subcontractors used by the Contractor during the term of this Agreement to perform the lead risk assessments, lead inspections, prepare the scopes of work for hazard reduction, lead abatements and paint management plans, construction supervision, clearance testing and training for lead-safe work practices shall be selected by the Contractor through a State of CT approved Request for Proposal. The Contractor shall invite those contractors on the CT Department of Public Health list of licensed lead consultants to respond to the Request for Proposal. Through the Request for Proposal the Contractor shall select and enter into contractual service agreements with a minimum of two firms. The selected firms shall be required to utilize only certified staff and perform the services in accordance with federal Environmental Protection Agency and State of Connecticut regulations.
- P. The Contractor may subcontract with the Saint Francis Hospital and Medical Center (Hartford Regional Lead Treatment Center), Yale New Haven Hospital (Yale-New Haven Regional Lead Treatment Center), Connecticut Citizen Research Group, and the University of Connecticut on a negotiated basis in accordance with the approved budgets and the Department's grant applications to HUD in order to implement LAMPP Project program activities.
- Q. For all other subcontracted services, the Contractor shall use a State of CT approved competitive request for proposals process to select the providers and procure services needed to carry out the activities required under this contract as indicated in the approved budgets.
- R. The Contractor shall develop a qualified contractor pool to perform the low-cost interim control measures, lead abatement activities, and health and safety hazard control by drawing upon other HUD funded projects in Connecticut and the State listing of licensed lead abatement contractors. The Contractor shall establish criteria that, if met by a contractor, would pre-qualify the contractor for the pool of contractors to perform the hazard control activities. Pre-qualification criteria will include, but may not be limited to, certification and/or license requirements, assessment of capacity, insurance, and complaint history.
- S. Pre-qualified contractors will be invited to bid on hazard control activities for which the contractors are certified and/or licensed. The lowest qualified bid will be used by the Contractor to determine the financial assistance for the property owner. The property owner, however, shall have the final decision on the selection of the pre-qualified contractor to perform the lead hazard control activities. In the event that the property owner selects a pre-qualified contractor other than the pre-qualified contractor with the lowest qualified bid, the property owner will be responsible for payment of the difference between the lowest qualified bid and the bid selected by the property owner. The property owner will enter into a LAMPP approved contract with the selected pre-qualified contractor to complete the hazard control activities.
- T. The Contractor shall be responsible for ensuring that those families required by state or federal regulation to relocate during the time that the hazard reduction activities are taking place are provided with alternate housing during the work activity. To the extent possible, the Contractor will encourage the property owner to assume responsibility for relocation and/or provide alternate housing during the

work activity. If the family has the opportunity to self-relocate, the Contractor may provide the family with a stipend of up to \$600 to assist in the relocation costs. If, however, the hazard reduction activity can be contained, the project does not exceed 5 days, and clean-up meets the requirements of Subsection R of the HUD Lead-Safe Housing Rule, the Contractor may require the family to be out of the property during the day but return at night.

- U. The Contractor shall arrange with the Lead-Safe House at the Hartford Regional Lead Treatment Center to provide housing to families in need of relocation during hazard reduction activities. Under subcontracts with the Contractor, the relocation and education coordinators from the Regional Lead Treatment Centers will work with the family and property owner to develop specific relocation plans for each family. The relocation plan will be discussed during the first visit of the relocation and education coordinator with the family and finalized prior to hazard control activity. Support to the family will continue during hazard control work until the family's return to the unit after clearance.
- V. The Contractor shall ensure that clearance testing, using HUD and the State of Connecticut standards, will be conducted on all properties that have received financial assistance for lead hazard control activities. Should a unit fail clearance after lead hazard control activities, the Contractor shall require the lead hazard control contractor to clean the unit again and pay for the subsequent clearance testing. The Contractor may waive the requirement to pay for subsequent clearance testing if extenuating conditions apply. For health and safety hazard control under HHP-11, clearance testing is not generally required except for asbestos abatement activities. Clearance testing for asbestos abatement activities shall be completed in accordance with federal and State of Connecticut regulations.
- W. The Contractor shall, directly or indirectly through subcontractors, provide for three (3) training events during the term of this contract. The Contractor will provide training for partner staff on the essentials of green and healthy homes, on the assessment process, and on national standards for green and healthy interventions. Cross training will be given for construction contractors and professional services vendors to extend the range of services that they can deliver.
- X. The Contractor shall work with community Partners to schedule and recruit for the training. Relocation and education coordinators in the Regional Lead Treatment Centers will support the outreach and organization for this training.
- Y. The Contractor shall, directly or indirectly through subcontractors, provide for sixty-one (61) information, education and outreach events during the term of this contract. The Contractor will use Partner connections to facilitate outreach activities.
- Z. The Contractor shall ensure testing and recording of blood-lead levels of all children under the age of six occupying Eligible Units within six (6) months prior to the lead hazard control activities. Centers for Disease Control and Prevention (CDC) recommendations for blood lead testing will be followed. Child blood-lead testing may be completed by the child's medical care provider or by project Partners with results reported to the Contractor, or by the Contractor directly or through a subcontracted service. The Contractor shall refer those children with elevated blood-lead levels to appropriate medical treatment and follow-up medical care. Further, the Contractor will work with both the Department of Public Health and the Administrative Services Organization the child is enrolled in, when appropriate, to ensure that case/care management services are put in place when proven to be medically necessary.
- AA. Through the operation of the LAMPP project during the contract term the Contractor will also implement the federal guidelines regarding allowable follow-up services that are medically necessary for Medicaid enrolled children with elevated blood-lead levels, thereby enhancing Connecticut's Medicaid program.

- BB. To operate the LAMPP project during the period November 1, 2011 through February 28, 2015, the Contractor will provide the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work set forth in the LHRD-11 and HHP-11 grant award instruments referenced in this contract, except for those activities and responsibilities carried out directly by the Department and set forth in PART I Section 8 of this contract and those requirements that apply solely to the Department.
- CC. During the period November 1, 2011 through February 28, 2015 the Contractor shall continue to comply with the requirements of 45 CFR part 74, Appendix E titled "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" and OMB Circular A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations."
- DD. The Contractor shall facilitate HUD's monitoring the technical effort of the Department and the Contractor by working collaboratively with the Government Technical Representative ("GTR") and/or the Government Technical Monitor ("GTM") assigned by HUD. The Contractor shall not deviate from the conditions of this contract, including deviations from the work plans, without prior written approval of the Department and of the Grant Officer assigned by HUD to the grant.
- EE. The Contractor shall participate in the Oversight and Evaluation Committee established by the Department in accordance with PART I Section 8 (B) of this contract. The Oversight and Evaluation Committee will meet semiannually and will advise the Department in overall project management, monitor project and programmatic progress and will assist with project evaluation. The Contractor will provide quarterly status reports as well as interim reports to the Committee including milestones met, issues that arise, and changes planned to solve problems. The Department reserves the right to request ad hoc reports from the Contractor on an interim basis as it deems necessary.
- FF. The Contractor shall assist the Department in the preparation and submission to HUD of the environmental reviews necessary for the Department to request release of funds from HUD under the LHRD-11 and HHP-11 Grant programs. The Contractor shall:
1. Obtain qualified data source information;
 2. Prepare, disseminate, and publish notices; and
 3. Prepare the Requests for Release of Funds and Certification.
- GG. Funds shall be made available to the Contractor for hazard control intervention work following the Department's submission to and HUD's approval of the Request for Release of Funds and Certification. Therefore, the Contractor shall not commit funds for hazard control intervention work under this contract until having been notified in writing by the Department that the Release of Funds has been approved.
- HH. The Contractor shall comply with the following special requirements for the operation of the LAMPP project under this contract as required by HUD:
1. Throughout the term of this contract the Contractor shall provide financial assistance for housing to be used for lead hazard control activities which meet the following criteria:
 - a. At least 50 percent of the rental units throughout the term of this contract must be occupied by or made available to families with incomes at or below 50 percent of the area median income level and the remaining units shall be occupied or made available to families with incomes at or below 80 percent of the area median income level, and in all cases the landlord shall give priority in renting units assisted under this contract, for not less than 3 years following the completion of the lead abatement activities, to families with a child under the

age of six years, except that buildings with five or more units may have 20 percent of the units occupied by families with incomes above 80 percent of the area median income level;

- b. All owner-occupied units assisted with grants under this section shall be the principal residence of families with income at or below 80 percent of the area median income level, and not less than 90 percent of the owner-occupied units assisted with grants under this section shall be occupied by a child under the age of six years or shall be units where a child under the age of six years spends a significant amount of time visiting.
2. The Contractor shall develop, directly or through subcontractors, written procedures for all phases of testing and lead hazard controls which are consistent with the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (hereafter know as the Guidelines). The Guidelines are dated June 1995 and include a revised Chapter 7, dated September 1997. The Contractor will submit copies of the procedures to the Department.
3. The Contractor shall require compliance with appropriate HUD, U.S. Environmental Protection Agency (EPA) and State of Connecticut regulations regarding lead-based paint notification, disclosure, or work practices during lead hazard control activities.
4. The Contractor shall prohibit the use of open-flame burning, chemical strippers containing methylene chloride, dry scraping, uncontained hydroblasting or hydrowashing, uncontained abrasive blasting, machine sanding without High-Efficiency Particulate Air (HEPA) attachments or heat stripping above 1100°F as work practices at anytime.
5. The Contractor shall require observation of the procedures for worker protection established by the U.S. Occupational Safety and Health Administration (OSHA) [29 CFR 1926.62 and/or 1910.1025, as applicable].
6. The Contractor shall require disposal of waste resulting from hazard control activities in accordance with the requirements of the appropriate local, State, and Federal regulatory agencies. The Contractor must require disposal of wastes from lead hazard control activities that contain lead-based paint, but are not classified as hazardous, in accordance with State or local law or the HUD Guidelines, whichever are strictest.
7. The Contractor shall require that lead-based paint inspections, risk assessments, and clearance dust testing be conducted according to the HUD Guidelines and the EPA lead hazards standards rule at 40 CFR 745.227(e) (8) (viii) and/or the HUD Lead Safe Housing Rule at 24 CFR 35, subpart R, as applicable. Wipe tests shall be conducted by an appropriately certified or licensed individual who is independent of the lead hazard control contractor. Dust-wipe samples, soil samples and any paint samples to be analyzed by a laboratory must be analyzed by a laboratory recognized by the EPA National Lead Laboratory Accreditation Program (NLLAP). Units or areas treated shall not be reoccupied until clearance is achieved. The dust lead standards are:
 - 40 micrograms of lead per square foot on an interior hard-surfaced floor or carpet,
 - 250 micrograms of lead per square foot on a window sill, and
 - 400 micrograms of lead per square foot on a window well (clearance only).
8. The Contractor shall cooperate with any federally and or state sponsored or endorsed monitoring or evaluation efforts done in conjunction with the Contractor's hazard control activities under this program. This includes collecting data on the relative cost and effectiveness of hazard control methods and providing documentation of all testing, inspection, and hazard control actions.

9. The Contractor shall submit to HUD and the Department the HUD Form 60002, Economic Opportunities for Low- and Very Low-Income Persons (Section 3) by January 10th yearly starting in 2012 in accordance with the HUD Office Policy Guidance Issuance dated April 14, 1995.
10. The Contractor shall use the deliverables and benchmark standards negotiated as part of the approved work plans for all grant and evaluation efforts. Revisions to these deliverables and benchmark standards will require Departmental and HUD approval of a contract amendment.
11. The Contractor shall comply with the HUD Office of Healthy Homes and Lead Hazard Control Policy Guidance Issuances that pertain to specific work practice, management, or reporting requirements, and in accordance with the Department's request for ad hoc reporting.
12. The Contractor shall provide a copy of all lead-based paint inspection, risk assessment, and clearance test reports to the property owner in order for the property owner to comply with the disclosure requirements required under 24 CFR part 35, Subpart A. The letter transmitting these reports must include the statement shown below:

"The Federal Residential Lead-Based Paint Hazard Reduction Act, 42 U.S.C. 4852d, requires sellers and landlords of most residential housing built before 1978 to disclose all available records and reports concerning lead-based paint and/or lead-based paint hazards, including the test results contained in this notice, to purchasers and tenants at the time of sale or lease or upon lease renewal. This disclosure must occur even if hazard reduction or abatement has been completed. Failure to disclose these test results is a violation of the U.S. Department of Housing and Urban Development and the U.S. Environmental Protection Agency regulations at 24 CFR Part 35 and 40 CFR Part 745 and can result in a fine of up to \$11,000 per violation. To find out more information about your obligations under federal lead-based paint requirements, call 1-800-424-LEAD."

2. PROGRAM ADMINISTRATION

- A. The Contractor recognizes that the key personnel shown below are considered essential to the work being performed under this contract and under the award from HUD to the Department. Prior to diverting any of the specified individuals to other work, the Contractor shall notify the Department, the HUD Grant Officer, and GTR reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the work effort. The Contractor shall immediately inform the Department and the GTR and Grant Officer in writing of any changes in Key Personnel listed. No diversion shall be made by the Contractor without the written consent of the Department and the HUD Grant Officer.

Instrument Number CTLHD0224-11

1. Key Personnel: LAMPP Project Director, Ronald Kraatz, 75% FTE
2. Key Personnel: LAMPP Project Coordinator, To-Be-Hired, 50% FTE
3. Key Personnel: Financial Manager: Lisa Butler, 5% FTE

Instrument Number CTHHP0005-11

1. Key Personnel: Project Manager, Christopher Corcoran, 75% FTE
2. Key Personnel: LAMPP Project Director, Ronald Kraatz, 5% FTE
3. Key Personnel: Financial Manager, Lisa Butler, 5% FTE

- B. The Contractor shall engage other such staff as are necessary to provide the services covered by this contract, either directly or through subcontract, as indicated in the approved budgets.
- C. The Contractor's administrative office is located at 282 Washington Street, Hartford, CT 06106.

3. PROGRAM OUTCOMES AND MEASURES

- A. The Contractor shall complete and submit to the Department and to HUD management and work plans (with Benchmark Standards), Deliverables, and Budgets for LHRD-11 and HHP-11. Any changes to the general plan submitted with each grant proposal shall be presented to the Department for its approval of any changes to the work plan or budget if applicable. The Contractor shall submit verification of pay, fringe benefits, and indirect cost rates to the Department and to HUD. In the event of a revised work plan or budget, the Contractor shall submit to the Department and to HUD a revised 2 page abstract for each grant award that reflects the revised work plans and budgets.
- B. Throughout the term of this contract the Contractor shall provide the services as described in Section 1 – Description of Services of this contract in accordance with the work plan and Benchmark Standards identified herein:
 “Lead hazard control shall be completed in 122 units identified with lead hazards through the risk assessment / inspection process. Health and safety hazard control shall be completed in 280 units identified with health and safety hazards through the Healthy Home Rating System.”

Through the funding from Instrument Number CTLHD0224-11(“LHRD-11”)

1. Number of Unit Evaluations for Lead Hazards:	180
2. Number of Units for Clearance:	122
3. Number of training sessions:	0
4. Number of information, education and outreach events:	36

Through the funding from Instrument Number CTHHP0005-11(“HHP-11”)

1. Number of Unit Evaluations:	360
2. Number of Units for Hazard Removal:	280
3. Number of training sessions:	3
4. Number of information, education, and outreach events:	25

4. PROGRAMMATIC/STATISTICAL REPORTING

- A. The Contractor shall use the HUD Office of Healthy Homes and Lead Hazard Control (OHHLHC) Quarterly Progress Reporting System (QPRS) for reporting, with electronic copies submitted to the Department. If the Department so chooses, hard copies may be required. The QPRS system requires the submission of the work plans with specific, time phased, and realistic goals, objectives, and benchmark milestones established. Quarterly status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives and benchmark milestones are to be submitted by the Contractor on behalf of the Department. QPRS utilizes quantifiable data and a narrative description of progress. The Contractor shall submit Quarterly Progress Reports by request of the Department according to the requirements of the Lead Hazard Control Grant Program Policy Guidance Number 2001-03, as amended.
- B. The Contractor shall submit Quarterly Progress Reports no later than 30 days after the end of each calendar year quarter. The Contractor shall submit a separate Monthly Progress Report for each of the two HUD grant awards. The Contractor shall submit to the Department a final report for each HUD grant award on project activities undertaken under this contract within 75 days following the end of the award period.
- C. The HUD GTR shall have the sole responsibility for HUD review, correction, and acceptance of the deliverables under this contract. In accordance with the HUD Grant Agreement Provisions, such review(s) will be carried out promptly by the GTR, so as not to impede the work of the Department and the Contractor and the Products of Work will be deemed as accepted as submitted if the GTR has

not issued written comments and/or required corrections within thirty (30) days of the date of the GTR's receipt of such product from the Contractor.

1. The Contractor shall carry out the required corrections, if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR and to the Department.
 2. In accordance with the HUD Grant Agreement Provisions, the GTR's review, correction, and acceptance of deliverables shall be limited to: (a) corrections of omissions or errors of fact, methodology, or analysis; (b) deletion of irrelevant materials; and (c) improvements in style and readability.
 3. In the review and acceptance of deliverables, the GTR may not require any change in the Department's or the Contractor's stated views, opinions, or conclusions.
 4. Should there be any disagreement between the Contractor and the GTR as to any correction, or the methodology or analysis on which any conclusion is based; the GTR may require the Contractor to insert a Government dissent(s) in the appropriate place(s). The inclusion of such dissent(s) in an Official Product of Work, otherwise found acceptable by the GTR, and the return to the GTR of a revised copy containing the dissent(s), shall satisfy the requirements for acceptance of the Official Product of Work under this clause.
 5. Such dissent(s) shall not apply to any independent publication by the Contractor of Independent Products that may arise from the work or findings of this contract.
- D. The Contractor shall report program status to the Oversight and Evaluation Committee established under PART I Section 8 of this contract in accordance with the revised evaluation plan.

5. FINANCIAL REPORTING

- A. The Contractor shall maintain separate and distinct financial records (cost centers) for the Contractor's expenditures, program income and payments received from the Department for each of the two HUD awards, Instrument Number CTLHD0224-11 and Instrument Number CTHHP0005-11.
- B. The Contractor will submit monthly fiscal reports with interim monthly updates due to the Department within thirty (30) days following the end of each month. The final fiscal reports are due within seventy-five (75) days following the end of the award period for each grant award.
- C. The Contractor shall develop and administer a system of documenting matching contributions from state and local partners in conformance with the Department grant budgets approved by HUD. The grantee shall submit to the GTR as an attachment to the SF-425 (Federal Financial Report), verification of eligible match sources and verifiable documentation (if applicable for the specific quarterly reporting period) for eligible match activities to substantiate the match (recipient amount) reflected on the SF-425. For verification of the eligible match source(s) and verification of match for eligible program activities, the grantee shall submit a letter on letterhead signed by the Authorized Official. The letter shall include the following: Name of match source, Amount of match, Type of match (cash or in-kind), Description /purpose of eligible program activities performed, and Documentation to substantiate the match from the matching organization/entity.

6. BUDGET AND PAYMENT PROVISIONS

- A. The Department agrees to pay for the services provided and as described under this contract up to a maximum amount not to exceed, \$3,000,000.00 for Instrument Number CTLHD0224-11 and

\$1,860,000.00 for Instrument Number CTHHP0005-11 for the contract amendment period November 1, 2011- February 28, 2015.

- B. The Contractor shall retain program income received in accordance with Section 1 K of this contract and shall use such program income in the performance of this contract.
- C. The Contractor agrees to utilize Department funds and program income in accordance with the budget for Instrument Number CTLHD0224-11 and the budget for Instrument Number CTHHP0005-11, both contained herein.
- D. The Department agrees to make an initial payment to the Contractor in the amount of five percent (5%) of the amount of each HUD grant award for the immediate cash requirements of the Contractor in carrying out the tasks of this contract. These funds cannot be used for conducting hazard control work in homes until HUD has approved the Department's Request For Release of Funds and Certification (Form HUD 7015.15 and OHHLHC Policy Guidance Issuance 2001-01 dated 02/24/2000) for each HUD award. Unexpended funds advanced shall be maintained in an interest bearing account. Any interest earned by the Contractor as a result of the advanced funds shall be promptly returned to the Department.
- E. The Department agrees to make a second scheduled payment to the Contractor in the amount of five percent (5%) of the amount of each HUD grant award for the additional immediate cash requirements of the Contractor in carrying out direct hazard control work in homes under this contract. Unexpended funds advanced shall be maintained in an interest bearing account. Any interest earned by the Contractor as a result of the advanced funds shall be promptly returned to the Department.
- F. The Contractor will submit a written request for payments on a monthly basis. In order to facilitate payment from HUD to the Department, the request for payment shall be accompanied by completed vouchers for the HUD Line of Credit Control System (LOCCS) and supported by a detailed breakdown, including an expansion of line item cost(s) that have been previously claimed using the Part 3 Financial Reporting Attachment included in HUD Policy Guidance 2001-03. Separate vouchers shall be prepared for each of the two HUD awards covered under this contract. Requests for payment will be honored and funds released within 30 days based on submission by the Contractor, with review and acceptance by the Department, of monthly financial reports; the availability of funds; and the Contractor's satisfactory compliance with the terms of this contract.
- G. 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 period, the Department may, with advance written notice to the Contractor, alter the payment schedule for the balance of the contract period.
- H. The Contractor shall collect LAMPP Project program income in the form of property owner contributions and any returned financial assistance due to early termination of subcontracts in accordance with the approved budgets. Any program income under this contract shall be used to fund the performance of this contract in accordance with the approved budgets.

7. BUDGET VARIANCE

- A. The Contractor shall follow the HUD OHHLHC requirements regarding the transfer of funds from one category to another in the agreed upon and approved budgets included in PART I of this contract. These requirements include the following:
 1. Up to 10 percent (10%) of the total amount of each approved budget may be transferred among budget categories within the separate budgets with the prior approval of the HUD GTR and the

Department. A written request for transfers shall be submitted to the Department. Following Departmental approval, the written request for transfers shall be submitted to the HUD GTR by the Department.

2. Any budget transfers shall be consistent with overall expenditure requirements contained within the HUD grant instruments including:
 - a. For Instrument Number CTLHD0224-11, a minimum of eighty percent (80%) of the total Federal funds must be used for direct lead hazard control activities. Direct lead hazard control activities consist of lead testing, lead paint inspections, risk assessments, engineering and architectural activities, interim controls, abatement of lead hazards, minimal housing interventions specifically required to carry out effective lead hazard control, temporary relocation of occupants, clearance examinations, and lead hazard control-specific soft project costs as defined by HUD.
 - b. For Instrument Number CTHHP0005-11, no less than sixty five percent (65%) of the total Federal funds must be used for direct healthy homes remediation and related activities. Direct healthy homes remediation and related activities include assessing and remediating housing-related health and safety hazards, conducting sampling and analysis for lead, allergens, carbon monoxide and/or other housing-related health and safety hazards, temporary relocation of occupants, and Healthy Home Remediation soft project costs as defined by HUD.
 - c. Any budget transfers in excess of ten percent (10%) of the total approved budget requires an amendment of the grant award from HUD to the Department.
- B. Any budget transfers requested by the Contractor in excess of ten percent (10%) of the total approved budgets shall first be submitted to the Department and approved in writing by the Department before the request is submitted to HUD by the Department.
- C. No budget revisions proposed by the Contractor may be submitted later than thirty (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. The Contractor must liquidate all obligations incurred under this contract not later than 60 days after the end of the award period for each award. Costs incurred after the end of the award period will be disallowed except where the Department has expressly approved in writing and in advance. Those costs necessary to close out all contract related activities and to prepare the final reports shall be allowed in accordance with HUD grant agreement provisions but must be given, in writing, to the Department for approval prior to incurring the costs.

8. RESPONSIBILITIES OF THE DEPARTMENT

- A. The Department shall designate a Contract Manager to provide oversight of the Contractor's activities under this contract, to receive reports and requests for payment from the Contractor, and to serve as liaison between the Department and the Contractor.
- B. The Department shall appoint an Oversight and Evaluation Committee that will advise the Department in overall project management. Members will represent the Department, the Connecticut Department of Public Health, the Connecticut Department of Economic and Community Development, the target communities, and others active in childhood lead poisoning prevention and healthy home programs. The Committee will monitor project progress and assist with project evaluation. It will meet at least semiannually and more frequently when needed. The Oversight and Evaluation Committee also provides opportunity to coordinate related projects of the State and local communities.

- C. The Department shall enter requests for reimbursement for costs incurred through HUD's Line of Credit Control System (LOCCS) using the electronic Voice Response System (VRS). The Department shall complete all necessary procedures and submissions needed to use LOCCS and VRS and designate a financial institution in order for HUD to make direct deposit payments through the U.S. Department of Treasury Automated Clearinghouse Payment System. Since the drawdown of funds through the LOCCS system is an element of the project work plan and benchmarks, the Department will promptly enter requests for reimbursement upon receipt and approval of the Contractor's financial reports indicated in PART I Section 5 of this contract and payments to the Contractor under PART I Section 6 of this contract.
- D. The Department shall submit to the HUD GTR the original vouchers for work performed supported by the detailed breakdown of the costs claimed and the HUD Standard Form 425 prepared as indicated in PART I Section 5 (B) and (C) of this contract.
- E. The Department shall designate a Certifying Officer to be the "responsible Federal official" as the term is used in section 102 of the National Environmental Policy Act and in statutory provisions cited in 24 CFR Part 58 Sec. 58.1 (b). The Certifying Officer shall carry out the responsibilities cited in 24 CFR Part 58 Section 58.13 and shall submit the completed Requests for Release of Funds and Certification (form HUD-7015.15) to HUD.
- F. The Department shall carry out all activities that are reserved solely to the Department under the award instruments between HUD and the Department and related requirements under Federal or State statutes and regulations.

APPROVED BUDGET
HUD Instrument Number CTLHD0224-11 (LHRD-11)

BUDGET PERIOD: November 1, 2011 to February 28, 2015

Budget Category	Amount
1. Personnel (Direct Labor)	\$589,052.00
2. Fringe Benefits	\$170,824.00
3. Travel	\$6,595.00
4. Equipment (over \$5,000.00)	\$ 0.00
5. Supplies and Materials	\$8,654.00
6. Consultants	\$ 0.00
7. Contracts / Sub-Grantees	
7a. Lead Hazard Control Projects	\$1,171,200.00
7b. Inspections/Risk Assessments/Specifications	\$127,800.00
7c. Clearance Testing	\$79,300.00
7d. Construction Monitoring	\$29,890.00
7e. Relocation/Education/Training Support – Hartford Lead Treatment Center	\$135,000.00
7f. Relocation/Education/Training Support – Yale-New Haven Lead Treatment Center	\$135,000.00
7g. Hartford Lead-Safe House	\$60,000.00
Subtotal Item 7	\$1,738,190.00
8. Other Direct Costs	\$108,571.00
9. Indirect Costs	\$378,114.00
10. TOTAL EXPENSES	\$3,000,000.00

APPROVED BUDGET
HUD Instrument Number CTHHP0005-11 (HHP-11)

BUDGET PERIOD: November 1, 2011 to February 28, 2015

Budget Category	Amount
1. Personnel (Direct Labor)	\$353,551.00
2. Fringe Benefits	\$102,529.00
3. Travel	\$7,200.00
4. Equipment (over \$5,000.00)	\$ 0.00
5. Supplies and Materials	\$18,487.00
6. Consultants	\$ 0.00
7. Contracts / Sub-Grantees	
7a. Health and Safety Interventions – Safety Only	\$8,000.00
7b. Healthy and Safety Interventions - Full	\$810,000.00
7c. Assessments	\$90,000.00
7d. Intervention Scopes of Work	\$87,400.00
7e. Education, QA, Evaluation – UCONN Health Center	\$50,000.00
7f. Training in Healthy Homes	\$9,600.00
Subtotal Item 7	\$1,055,000.00
8. Other Direct Costs	\$17,400.00
9. Indirect Costs	\$305,833.00
10. TOTAL EXPENSES	\$1,860,000.00

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PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

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

1. **"Bid"** shall mean a bid submitted in response to a solicitation.
2. **"Breach"** shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
3. **"Cancellation"** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
4. **"Claims"** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
5. **"Client"** shall mean a recipient of the Contractor's Services.
6. **"Contract"** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
7. **"Contractor Parties"** shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
8. **"Data"** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
9. **"Day"** shall mean all calendar days, other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
10. **"Expiration"** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.
11. **"Force Majeure"** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
12. **"Personal Information"** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without

limiting the foregoing, Personal Information shall also include any information regarding clients that the Department classifies as "confidential" or "restricted." Personal Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

13. **"Personal Information Breach"** shall mean an instance where an unauthorized person or entity accesses Personal Information in any manner, including but not limited to the following occurrences: (1) any Personal Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Personal Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Personal Information together with the confidential process or key that is capable of compromising the integrity of the Personal Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
14. **"Records"** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
15. **"Services"** shall mean the performance of Services as stated in Part I of this Contract.
16. **"State"** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
17. **"Termination"** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Client-Related Safeguards.

1. Inspection of Work Performed.

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

2. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
3. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with mental retardation); and C.G.S. § 17b-407 (relative to elderly persons).
4. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The

Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. Contractor Obligations.

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM on the Web at http://www.ct.gov/opm/lib/opm/Finance/pos_standards/POSCostStandards090106.doc.
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the [insert Agency name] or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) Days after receipt of the request:
 - (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
 - (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) Days following the termination or cancellation of the Contract.

4. Federal Funds.

- (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
- (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.

- (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

5. **Audit Requirements.**

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

6. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

- (a) Real estate sales or leases;
- (b) leases for equipment, vehicles or household furnishings;

- (c) Mortgages, loans and working capital loans; and
 - (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.
7. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section D.4:
- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
 - (4) Have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
 - (b) Any change in the above status shall be immediately reported to the Agency.
8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
10. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
11. **Indemnification.**
- (a) The Contractor shall indemnify, defend and hold harmless the state of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
 - (1) claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and
 - (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its indemnification and hold-harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold 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. Protection of Personal Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

<http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253968><http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253968>

- (b) Each Contractor or Contractor Party shall implement and maintain a comprehensive data security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Personal Information;
 - (2) Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Personal Information, including but not limited to passwords; and
 - (5) Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which Contractor or Contractor Parties possess or control has been subject to a Personal Information Breach. If a Personal Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Personal Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Personal Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Personal Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

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

21. Litigation.

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

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

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

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
 - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) days from the effective date of any change in:
 - (A) its certificate of incorporation or other organizational document;

- (B) more than a controlling interest in the ownership of the Contractor; or
 - (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
- (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.
 - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) Days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
- (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;

- (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
 - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.
- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) Days of immediate suspension. Within five (5) Days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) Days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) Days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.
6. **Ending the Contractual Relationship.**
- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
 - (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.

- (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall immediately discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

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

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

- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection (h)(10) of this Section of the

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

- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate
 - (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the individual's PHI; or
 - (C) provide a copy of the individual's PHI in an electronic health record,
 - (D) the Business Associate agrees to notify the covered entity, in writing, within five (5) business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without
 - (A) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
 - (B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act; (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.
 - (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b)) and this Section of the Contract.
 - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402(g) of HITECH (42 U.S.C. § 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- (D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site or a postal address. For breaches involving ten or more individuals whose contact information is insufficient or out of date to allow written notification under 45 C.F.R. § 164.404(d)(1)(i), the Business Associate shall notify the Covered Entity of such persons and maintain a toll-free telephone number for ninety (90) days after said notification is sent to the Covered Entity. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- (E) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.
- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) Term and Termination.
- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (h)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
 - (3) Effect of Termination.
 - (A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (h)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Sections.

- (1) **Regulatory References.** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
 - (2) **Amendment.** The Parties agree to take such action as 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 or terminate this Contract if the Contractor fails to comply with the Act. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in

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

3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.
5. **Non-discrimination.**
 - (a) For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b)
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
 - (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
 - (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
 - (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
 - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

6. Freedom of Information.

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 *et seq.* ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
- (b) Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. §§ 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

7. **Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court

for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. **Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. This Contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. All of these Executive orders are incorporated into and made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Agency shall provide a copy of these Orders to the Contractor.
9. **Campaign Contribution Restrictions.** For all State contracts as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's ("SEEC") notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 reproduced below: www.ct.gov/seec.



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seeec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

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

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

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

SIGNATURES AND APPROVALS

064CMC-MED-03 / 10DSS1201FI A1

The Contractor IS a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

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

CONTRACTOR - CONNECTICUT CHILDREN'S MEDICAL CENTER



Gerald J. Boisvert, *Executive Vice President and CFO*

2/28/12
Date

DEPARTMENT OF SOCIAL SERVICES



Roderick L. Bremby, *Commissioner*

3/5/2012
Date

OFFICE OF THE ATTORNEY GENERAL



ASST. / Assoc. Attorney General (Approved as to form & legal sufficiency)

ASSOC. ATTY. GENERAL Joseph Rubin

3/15/12
Date

**STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES
PART I – LEAD HAZARD CONTROL GRANT PROGRAM**

Contractor: Connecticut Children’s Medical Center
282 Washington Street
Hartford, CT 06106

Contract #: 064CMC-MED-03/10DSS1201FJ
Contract Period: January 1, 2010-December 31, 2012
Contract Amount: \$6,000,000.00

1. DESCRIPTION OF SERVICES

- A. The U.S. Department of Housing and Urban Development (“HUD”) has provided funding to the State of Connecticut Department of Social Services (“Department”) for the continuation of lead hazard control in priority housing in the form of two grant awards. The first award is the Lead-based Paint Hazard Reduction Grant Program identified by Instrument Number CTLHB0441-09 (“LBPHR-09”) in the amount of \$3,000,000.00. The second award is the Lead Hazard Reduction Demonstration Grant Program identified by the HUD Instrument Number CTLHD0198-09 (“LHRD-09”) in the amount of \$3,000,000.00. Through this contract the Department will be providing, effective January 1, 2010, the funding received through the two grant awards to the Connecticut Children’s Medical Center (hereinafter referred to as the “Contractor”) to operate the Lead Action for Medicaid Primary Prevention (LAMPP) project, an early intervention and preventive program to reduce residential lead hazards for low-income children under six years of age. The funding made available through this contract will be used to conduct risk assessments and inspections of housing units within the targeted communities, provide lead hazard control education to families and property owners within the targeted communities and provide property owners with financial assistance to rehabilitate housing units in the targeted communities with identified lead hazards.
- B. The target population for the LAMPP project is Medicaid enrolled children under six years old who have elevated blood-lead levels of 10 to 19 µg/dl residing in any of the fourteen targeted communities identified in PART I Section 1 (C) of this contract. The Department and the Contractor will work with the Medicaid managed care organizations under contract with the Department to refer Medicaid enrolled children with elevated blood-lead levels from any of the fourteen targeted communities to the Contractor. While the target population is Medicaid enrolled children under six years old with elevated blood levels, the Contractor shall also work with the local health departments in each of the fourteen targeted communities to refer any child with elevated blood levels whose family meets the income criteria in PART I Section 1 (FF) (1) of this contract to the Contractor. The local health, code enforcement, and community development departments in the fourteen targeted communities may also refer property owners with eligible housing units, as defined in PART I Section I (F) of this contract, to the Contractor in order to prevent children’s blood-lead levels from reaching this elevated state. If funding allows, these property owners shall also participate in the LAMPP project.
- C. The fourteen targeted communities are: Bridgeport, Danbury, East Haven, Enfield, Hartford, Manchester, Meriden, New Britain, New Haven, Norwalk, Stamford, Torrington, Waterbury, and West Haven. In addition, the Contractor will assist State of Connecticut funded lead hazard control activities in the statewide Community Renewal Team Home Solutions Program or other programs funded by the State of CT Department of Economic and Community Development by providing, directly or indirectly through subcontractors, risk assessments and/or inspections, plans for lead hazard control, and education for eligible families and property owners.
- D. For each child referred to the LAMPP project the Contractor shall, directly or indirectly through subcontractors, educate the child’s family regarding the impact and effective responses to lead poisoning and conduct a risk assessment and/or inspection of the child’s housing unit (referred to as the “index unit”) and common areas. The Contractor will only use licensed and certified lead consultants to conduct the risk assessments and/or inspections. The Contractor will produce a risk assessment report which will identify the lead hazards in the index unit and common areas and include actions to be taken to control identified lead hazards using interim controls and standard treatments where permitted by regulation. This risk assessment report will be provided to

the family residing in the index unit, the property owner and the Department's Health Management Administrator on a monthly basis. The Contractor will, directly or indirectly through subcontractors, educate the property owner of risks and responsibilities related to lead hazards and shall refer the property owner to LAMPP for assistance.

- E. The Contractor shall discuss with the property owners the advantages of participating in the LAMPP program, the level of financial assistance available, program requirements, program procedures and the owner's disclosure responsibilities under federal regulations. If the property owner is interested in participating in the LAMPP program the Contractor will request that the property owner submit an application to the LAMPP program. The application shall be developed by the Contractor and shall include but may not be limited to disclosure of necessary eligibility information including occupant incomes, rental rates, deed and mortgage status. The LAMPP program project coordinator will forward copies of the applications to the Department's Health Management Administrator.
- F. Based on the property owners' applications, the Contractor shall select those housing units to receive financial assistance for lead hazard control work through the LAMPP project. Applications for housing units with Medicaid eligible children with elevated blood-lead levels in any of the targeted communities shall be given highest priority. LAMPP Program staff will advise the Department, in writing, of the applications that were chosen to be funded and will include the criteria used to determine each award. If selected, all eligible units in the building will be included in lead hazard control work. Eligible Units are vacant units and those with low-income or very low-income occupants, as set forth in PART I Section 1 (FF) (1) of this contract, where the rental costs are at or below the fair market value as set for the federal Section 8 program for the area. Eligible Units must have been constructed before 1978 and be privately owned.
- G. When the property owner's application for participation in LAMPP is conditionally approved, a combined risk assessment and lead inspection will be completed for each of the Eligible Units in the building. The Contractor shall provide health education for the families residing in any of the units identified in need of lead hazard controls. The Contractor shall, directly or indirectly through subcontractors, provide a visual assessment of the other safety and health hazards in Eligible Units. The Contractor shall provide the results of the assessment along with methods to reduce the hazards to the families residing in the units, the property owner and the Department's Health Management Administrator on a monthly basis.
- H. The Contractor will select for participation in the LAMPP program those Eligible Units that are suitable for interim controls or abatement measures without major rehabilitation. Eligible Units that require more extensive work will be referred to LAMPP partners – Community Renewal Team (CRT) Home Solutions (statewide) or community funded programs for joint assistance.
- I. The Contractor shall, along with community partners, provide financial assistance to property owners identified with a lead hazard through the risk assessment and/or inspection phase to implement lead hazard control. All interim control and abatement measures shall be performed in accordance with the HUD Lead-Safe Housing Rule and Connecticut regulations. Lead hazard control shall be completed in 261 units identified with lead hazards through the risk assessment/inspection process. Of the 261 units, 125 units shall be funded through the LBPHR-09 funds, and 136 units shall be funded through the LHRD-09 funds.
- J. The Contractor shall enter into a contract with the owner of the property identified as being in need of lead hazard reduction activities and selected for financial assistance. The contract will provide the property owner with financial aid to have the lead hazard control activities performed. Maximum financial assistance from the Contractor for lead hazard control activities shall be as follows:

Units per Building	Financial Assistance for Lead Hazard Control per Unit
Single Family	\$16,000
2 Units	\$11,500

3 Units	\$11,500
4 Units	\$9,000
5 Units	\$8,000
6 Units & above	\$7,000

The Contractor may provide a contingency amount of \$1,000.00 additional financial assistance per unit to cover changes in the scope of work found to be necessary during lead hazard control activities. Financial assistance to the property owner shall include temporary relocation costs at \$600 per unit for occupants who self-relocate or the actual cost if paid directly by the Contractor. For owner-occupied units, the owner may self-relocate and apply the \$600 relocation cost toward lead hazard control costs in addition to the maximum amounts shown above.

If throughout the term of the contract, funding to the maximum limits shown above becomes a financial hardship for the operation of LAMPP, the Contractor may, with advance written notice to the Department, request permission to establish alternate, tiered maximums for financial aid per unit.

- K. The terms of the contract between the Contractor and the property owner shall provide that the financial aid from the Contractor to the property owner will be forgiven over a period of three years from the date lead hazard control activities are completed if the property owner: maintains fair market rents, rents only to income-eligible occupants, provides disclosure of potential lead-based paint, affirmatively markets the units to families with children under six, and maintains possession of the property throughout the three-year period unless waived by LAMPP (e.g. for sale to a low-income owner/occupant). Breach of the contract by the property owner will require repayment of a pro rated portion of the financial aid. At the time the contract is signed, the property owner will pay the Contractor a registration fee of \$700 per unit. This fee will be waived for low-income owner occupants; this fee will also be waived for up to two rental units in the same building occupied by the owner. The Contractor will file a notice of the contract on the land records. Such notice will be sent to the Department's Health Management Administrator at the time it is filed on the land record.
- L. The Contractor will specify the use of interim controls and standard treatments for lead hazard control, rather than abatement procedures, wherever practical and permitted by state and federal regulations. Interim controls include paint stabilization, window repair, grass seeding, and specialized cleaning. All sources of lead hazards will be controlled including deteriorated paint, impact and friction surfaces, bare soil near the building and in child play areas, and any other surfaces ordered to be abated by a local public health department. A paint maintenance plan will be provided to the property owner. If, however, state and federal regulations require or the local health department orders lead abatement for an Eligible Unit, abatement procedures and licensed lead abatement contractors will be used.
- M. The Contractor agrees that funds made available to property owners under this contract shall be used only for those LAMPP lead hazard control projects conducted by persons licensed and certified for the activities in accordance with 24 CFR Part 35 (possessing certification as abatement contractors, risk assessors, inspectors, abatement workers, or others having been trained in a HUD-approved course in lead-safe work practices) and qualified for the activities in accordance with State of Connecticut regulations and statutes.
- N. The consultants and subcontractors used by the Contractor during the term of this Agreement to perform the risk assessments, lead inspections, prepare the scopes of work for hazard reduction, lead abatements and paint management plans, construction supervision, clearance testing and training for lead-safe work practices shall be selected by the Contractor through either a State of CT approved Request for Proposal process or by initiating extensions for existing contracts with the current consultants and subcontractors. If a Request for Proposal process is used, the Contractor shall invite those contractors on the CT Department of Public Health list of licensed lead consultants to respond to the Request for Proposal. Through the Request for Proposal or the negotiation process the Contractor shall select and enter into contractual service agreements with a minimum of two firms. The selected firms shall be required to utilize only certified staff and perform the services in accordance with federal Environmental Protection Agency and State of Connecticut regulations.

- O. The Contractor may subcontract with the Hartford Regional Lead Treatment Center, Yale New Haven Hospital (Yale-New Haven Regional Lead Treatment Center), Connecticut Citizen Research Group, and the University of Connecticut on a negotiated basis in accordance with the approved budgets and the Department's grant applications to HUD in order to implement LAMPP Project program activities.
- P. For all other subcontracted services, the Contractor shall use a State of CT approved competitive request for proposals process to select the providers and procure services needed to carry out the activities required under this contract as indicated in the approved budgets.
- Q. The Contractor shall develop a qualified lead-based paint contractor pool to perform the low-cost interim control measures and lead abatement activities, by drawing upon other HUD funded projects in Connecticut and the State listing of licensed lead abatement contractors. The Contractor shall establish criteria that, if met by a contractor, would pre-qualify the contractor for the pool of contractors to perform the low-cost interim control measures and lead abatement activities. Pre-qualification criteria will include, but may not be limited to, assessment of capacity, insurance, and complaint history.
- R. Pre-qualified contractors will be invited to bid on lead hazard control activities. The lowest qualified bid will be used by the Contractor to determine the financial assistance for the property owner. The property owner, however, has the final decision on the selection of the pre-qualified contractor to perform the lead hazard control activities. In the event that the property owner selects a pre-qualified contractor other than the pre-qualified contractor with the lowest qualified bid, the property owner will be responsible for payment of the difference between the lowest qualified bid and the bid selected by the property owner. The property owner will enter into a LAMPP approved contract with the selected pre-qualified contractor to complete the lead hazard control activities.
- S. The Contractor shall be responsible for ensuring that those families required by state or federal regulation to relocate during the time that the hazard reduction activities are taking place are provided with alternate housing during the work activity. To the extent possible, the Contractor will encourage the property owner to assume responsibility for relocation and/or provide alternate housing during the work activity. If the family has the opportunity to self-relocate, the Contractor may provide the family with a stipend of up to \$600, to assist in the relocation costs. If, however, the hazard reduction activity can be contained, the project does not exceed 5 days, and clean-up meets the requirements of Subsection R of the HUD Lead-Safe Housing Rule, the Contractor may require the family to be out of the property during the day but return at night.
- T. The Contractor shall arrange with the Lead-Safe House at the Hartford Regional Lead Treatment Center to provide housing to families in need of relocation during hazard reduction activities. Under subcontracts with the Contractor, the relocation and education coordinators from the Regional Lead Treatment Centers will work with the family and property owner to develop specific relocation plans for each family. The relocation plan will be discussed during the first visit of the relocation and education coordinator with the family and finalized prior to lead hazard control activity. Support to the family will continue during lead hazard control work until the family's return to the unit after clearance.
- U. The Contractor shall ensure that clearance testing, using HUD and the State of Connecticut standards, will be conducted on all properties that have received financial assistance for lead hazard control activities. Should a unit fail clearance, the Contractor shall require the lead hazard control contractor to clean the unit again and pay for the subsequent clearance testing. The Contractor may waive the requirement to pay for subsequent clearance testing if extenuating conditions apply.
- V. The Contractor shall, directly or indirectly through subcontractors, provide for fifteen (15) training events during the term of this contract. One (1) of the events will provide training to certify workers for lead abatement. Fourteen (14) of the events will be training for lead-safe work practices under the U.S. Environmental Protection Agency (EPA) Renovation, Repair and Painting Rule. The Contractor will also ask

trainers of certified lead abatement workers and of lead-safe work practices to inform participants of the LAMPP project opportunities.

- W. The Contractor shall work with community partners to schedule and recruit for the training. Community partners will refer local property owners, contractors, and volunteer organizations to the training. Relocation and education coordinators in the Regional Lead Treatment Centers will support the outreach and organization for this training.
- X. The Contractor shall ensure testing and recording of blood-lead levels of all children under the age of six occupying Eligible Units within six (6) months prior to the lead hazard control activities. Centers for Disease Control and Prevention (CDC) recommendations for blood lead testing will be followed. Child blood-lead testing may be completed by the child's medical care provider or by project partners with results reported to the Contractor, or by the Contractor directly or through a subcontracted service. The Contractor shall refer those children with elevated blood-lead levels to appropriate medical treatment and follow-up medical care. Further, the Contractor will work with both the Department of Public Health and the Managed Care Organization the child is enrolled in, when appropriate, to ensure that case/care management services are put in place when proven to be medically necessary.
- Y. Through the operation of the LAMPP project during the contract term the Contractor will also implement the federal guidelines regarding allowable follow-up services that are medically necessary for Medicaid enrolled children with elevated blood-lead levels, thereby enhancing Connecticut's Medicaid program.
- Z. To operate the LAMPP project during the period January 1, 2010 through December 31, 2012, the Contractor will provide the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work set forth in the LBPHR-09 and LHRD-09 grant award instruments referenced in this contract, except for those activities and responsibilities carried out directly by the Department and set forth in PART I Section 8 of this contract and those requirements that apply solely to the Department.
- AA. During the period January 1, 2010 through December 31, 2012 the Contractor shall continue to comply with the requirements of 45 CFR part 74, Appendix E titled "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" and OMB Circular A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations."
- BB. The Contractor shall facilitate HUD's monitoring the technical effort of the Department and the Contractor by working collaboratively with the Government Technical Representative ("GTR") and/or the Government Technical Monitor (GTM) assigned by HUD. The Contractor shall not deviate from the conditions of this contract, including deviations from the work plans, without prior written approval of the Department and of the Grant Officer assigned by HUD to the grant.
- CC. The Contractor shall participate in the Oversight and Evaluation Committee established by the Department in accordance with PART I Section 8 (B) of this contract. The Oversight and Evaluation Committee will meet at least semiannually and will advise the Department in overall project management, monitor project and programmatic progress and will assist with project evaluation. The Contractor will provide quarterly status reports as well as interim reports to the Committee including milestones met, issues that arise, and changes planned to solve problems. The Department reserves the right to request ad hoc reports on an interim basis as they deem necessary.
- DD. The Contractor shall assist the Department in the preparation and submission to HUD of the environmental reviews necessary for the Department to request release of funds from HUD under the LBPHR-09 and LHRD-09 Grant programs. The Contractor shall:
 - 1. Obtain qualified data source information;

2. Prepare, disseminate, and publish notices; and
 3. Prepare the Requests for Release of Funds and Certification.
- EE. Funds shall be made available to the Contractor for lead hazard control intervention work following the Department's submission to and HUD's approval of the Request for Release of Funds and Certification. Therefore, the Contractor shall not commit funds for lead hazard control intervention work under this contract until having been notified in writing by the Department that the Release of Funds has been approved.
- FF. The Contractor shall comply with the following special requirements for the operation of the LAMPP project under this contract as required by HUD:
1. Throughout the term of this contract the Contractor shall provide financial assistance for housing to be used for lead hazard control activities which meet the following criteria:
 - a. At least 50 percent of the rental units throughout the term of this contract must be occupied by or made available to families with incomes at or below 50 percent of the area median income level and the remaining units shall be occupied or made available to families with incomes at or below 80 percent of the area median income level, and in all cases the landlord shall give priority in renting units assisted under this contract, for not less than 3 years following the completion of the lead abatement activities, to families with a child under the age of six years, except that buildings with five or more units may have 20 percent of the units occupied by families with incomes above 80 percent of the area median income level;
 - b. All owner-occupied units assisted with grants under this section shall be the principal residence of families with income at or below 80 percent of the area median income level, and not less than 90 percent of the owner-occupied units assisted with grants under this section shall be occupied by a child under the age of six years or shall be units where a child under the age of six years spends a significant amount of time visiting.
 2. The Contractor shall develop, directly or through subcontractors, written procedures for all phases of testing and lead hazard controls which are consistent with the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (hereafter know as the Guidelines). The Guidelines are dated June 1995 and include a revised Chapter 7, dated September 1997. The Contractor will submit copies of the procedures to the Department's Health Management Administrator.
 3. The Contractor shall require compliance with appropriate HUD, U.S. Environmental Protection Agency (EPA) and State of Connecticut regulations regarding lead-based paint notification, disclosure, or work practices during lead hazard control activities.
 4. The Contractor shall prohibit the use of open-flame burning, chemical strippers containing methylene chloride, dry scraping, uncontained hydroblasting or hydrowashing, uncontained abrasive blasting, machine sanding without High-Efficiency Particulate Air (HEPA) attachments or heat stripping above 700°F as work practices at anytime.
 5. The Contractor shall require observation of the procedures for worker protection established by the Federal Occupational Safety and Health Administration (OSHA) [29 CFR 1926.62 and/or 1910.1025, as applicable].
 6. The Contractor shall require disposal of waste resulting from lead hazard control activities in accordance with the requirements of the appropriate local, State, and Federal regulatory agencies. The Contractor must require disposal of wastes from lead hazard control activities that contain lead-based paint, but are not classified as hazardous, in accordance with State or local law or the HUD Guidelines, whichever are strictest.

7. The Contractor shall require that lead-based paint inspections, risk assessments, and clearance dust testing be conducted according to the HUD Guidelines and the EPA lead hazards standards rule at 40 CFR 745.227(e) (8) (viii) and/or the HUD Lead Safe Housing Rule at 24 CFR 35, subpart R, as applicable. Wipe tests shall be conducted by an appropriately certified or licensed individual who is independent of the lead hazard control contractor. Dust-wipe samples, soil samples and any paint samples to be analyzed by a laboratory must be analyzed by a laboratory recognized by the EPA National Lead Laboratory Accreditation Program (NLLAP). Units or areas treated shall not be reoccupied until clearance is achieved. The dust lead standards are:
 - 40 micrograms of lead per square foot on an interior hard-surfaced floor or carpet,
 - 250 micrograms of lead per square foot on a window sill, and
 - 400 micrograms of lead per square foot on a window well (clearance only).
8. The Contractor shall cooperate with any federally and or state sponsored or endorsed monitoring or evaluation efforts done in conjunction with the Contractor's lead hazard control activities under this program. This includes collecting data on the relative cost and effectiveness of lead hazard control methods and providing documentation of all testing, inspection, and lead hazard control actions.
9. The Contractor shall submit to HUD and the Department the HUD Form 60002, Economic Opportunities for Low- and Very Low-Income Persons (Section 3) by January 10 yearly starting in 2011 in accordance with the HUD Office Policy Guidance Issuance dated April 14, 1995.
10. The Contractor shall use the deliverables and benchmark standards negotiated as part of the approved work plans for all grant and evaluation efforts. Revisions to these deliverables and benchmark standards will require Departmental and HUD approval of a contract amendment.
11. The Contractor shall comply with the HUD Office of Healthy Homes and Lead Hazard Control Policy Guidance Issuances that pertain to specific work practice, management, or reporting requirements, and in accordance with the Department's request for ad hoc reporting.
12. The Contractor shall provide a copy of all lead-based paint inspection, risk assessment, and clearance test reports to the property owner in order for the property owner to comply with the disclosure requirements required under 24 CFR part 35, Subpart A. The letter transmitting these reports must include the statement shown below:

“The Federal Residential Lead-Based Paint Hazard Reduction Act, 42 U.S.C. 4852d, requires sellers and landlords of most residential housing built before 1978 to disclose all available records and reports concerning lead-based paint and/or lead-based paint hazards, including the test results contained in this notice, to purchasers and tenants at the time of sale or lease or upon lease renewal. This disclosure must occur even if hazard reduction or abatement has been completed. Failure to disclose these test results is a violation of the U.S. Department of Housing and Urban Development and the U.S. Environmental Protection Agency regulations at 24 CFR Part 35 and 40 CFR Part 745 and can result in a fine of up to \$11,000 per violation. To find out more information about your obligations under federal lead-based paint requirements, call 1-800-424-LEAD.”

2. PROGRAM ADMINISTRATION

- A. The Contractor recognizes that the key personnel shown below are considered essential to the work being performed under this contract and under the award from HUD to the Department. Prior to diverting any of the specified individuals to other work, the Contractor shall notify the Department, the HUD Grant Officer, and GTR reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the work effort. The Contractor shall immediately inform the Department

and the GTR and Grant Officer in writing of any changes in Key Personnel listed. No diversion shall be made by the Contractor without the written consent of the Department and the HUD Grant Officer.

1. Key Personnel: LAMPP Project Director, Ronald Kraatz, 30 to 40 hours per week
 2. Key Personnel: LAMPP Project Coordinator, Amy McLean Salls, 18 hours per week
LAMPP Project Coordinator, Chris Corcoran, 30 hours per week
 3. Key Personnel: Construction Manager, Dick Dimock, 20 hours per week
- B. The Contractor shall engage other such staff as are necessary to provide the services covered by this contract, either directly or through subcontract, as indicated in the approved budgets.
- C. The Contractor's administrative office is located at 282 Washington Street, Hartford, CT 06106.

3. PROGRAM OUTCOMES AND MEASURES

- A. The Contractor shall complete and submit to the Department and to HUD management and work plans (with Benchmark Standards), Deliverables, and Budgets for LBPHR-09 and LHRD-09. Any changes to the general plan submitted with each grant proposal shall be presented to the Department for its approval of any changes to the work plan or budget if applicable. The Contractor shall submit verification of pay, fringe benefits, and indirect cost rates to the Department and to HUD. In the event of a revised work plan or budget, the Contractor shall submit to the Department and to HUD a revised 2 page abstract for each grant award that reflects the revised work plans and budgets.
- B. Throughout the term of this contract the Contractor shall provide the services as described in Section 1 – Description of Services of this contract in accordance with the work plan and Benchmark Standards identified herein:
“Lead hazard control shall be completed in 261 units identified with lead hazards through the risk assessment / inspection process. Of the 261 units, 125 units shall be funded through the LBPHR-09 funds, and 136 units shall be funded through the LHRD-09 funds.”

Through the funding from Instrument Number CTLHB0441-09 (“LBPHR-09”)

1. Number of Unit Evaluations for Lead Hazards:	250
2. Number of Units for Clearance:	125
3. Number of training sessions:	15
4. Number of information, education and outreach events:	30
5. Number of Unit Assessments for Safety and Health Hazards:	222

Through the funding from Instrument Number CTLHD0198-09 (“LHRD-09”)

1. Number of Unit Evaluations:	260
2. Number of Units for Clearance:	136
3. Number of training sessions:	0
4. Number of information, education, and outreach events:	30

4. PROGRAMMATIC/STATISTICAL REPORTING

- A. The Contractor shall use the HUD Office of Healthy Homes and Lead Hazard Control (OHHLHC) Project Management System for reporting, with electronic copies submitted to the Department. If the Department so chooses, hard copies may be required. The HUD OHHLHC system requires the submission of the work plans with specific, time phased, and realistic goals, objectives, and benchmark milestones established. Quarterly status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives and benchmark milestones are to be submitted by the Contractor on behalf of the Department. The Project Management System utilizes quantifiable data and a narrative description of progress. The

Contractor shall submit Monthly Progress Reports by request of the Department according to the requirements of the Lead Hazard Control Grant Program Policy Guidance Number 2001-03, as amended.

- B. The Contractor shall submit Quarterly Progress Reports no later than 30 days after the end of each calendar year quarter. The Contractor shall submit a separate Monthly Progress Report for each of the two HUD grant awards. The Contractor shall submit to the Department a final report for each HUD grant award on project activities undertaken under this contract within 75 days following the end of the budget period.
- C. The HUD GTR shall have the sole responsibility for HUD review, correction, and acceptance of the deliverables under this contract. In accordance with the HUD Grant Agreement Provisions, such review(s) will be carried out promptly by the GTR, so as not to impede the work of the Department and the Contractor and the Products of Work will be deemed as accepted as submitted if the GTR has not issued written comments and/or required corrections within thirty (30) days of the date of the GTR's receipt of such product from the Contractor.
 - 1. The Contractor shall carry out the required corrections, if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR and to the Department.
 - 2. In accordance with the HUD Grant Agreement Provisions, the GTR's review, correction, and acceptance of deliverables shall be limited to: (a) corrections of omissions or errors of fact, methodology, or analysis; (b) deletion of irrelevant materials; and (c) improvements in style and readability.
 - 3. In the review and acceptance of deliverables, the GTR may not require any change in the Department's or the Contractor's stated views, opinions, or conclusions.
 - 4. Should there be any disagreement between the Contractor and the GTR as to any correction, or the methodology or analysis on which any conclusion is based; the GTR may require the Contractor to insert a Government dissent(s) in the appropriate place(s). The inclusion of such dissent(s) in an Official Product of Work, otherwise found acceptable by the GTR, and the return to the GTR of a revised copy containing the dissent(s), shall satisfy the requirements for acceptance of the Official Product of Work under this clause.
 - 5. Such dissent(s) shall not apply to any independent publication by the Contractor of Independent Products that may arise from the work or findings of this contract.
- D. The Contractor shall report program status to the Oversight and Evaluation Committee established under PART I Section 8 of this contract in accordance with the revised evaluation plan.

5. FINANCIAL REPORTING

- A. The Contractor shall maintain separate and distinct financial records (cost centers) for the Contractor's expenditures, program income and payments received from the Department for each of the two HUD awards, Instrument Number CTLHB0441-09 and Instrument Number CTLHD0198-09.
- B. The Contractor will submit monthly fiscal reports due to the Department's Contract Manager within thirty (30) days following the end of each month. The final fiscal reports are due within seventy five (75) days following the end of the budget period for each grant award.
- C. The Contractor shall develop and administer a system of documenting matching contributions from state and local partners in conformance with the Department grant budgets approved by HUD. The Contractor shall submit to the Department the HUD Standard Form 425 Federal Financial Report detailing matching or in-kind contributions on a quarterly basis. Memoranda of Understanding shall be developed with program partners to define their matching contributions and working relationships with the grant program.

6. BUDGET AND PAYMENT PROVISIONS

- A. The Department agrees to pay for the services provided and as described under this contract up to a maximum amount not to exceed, \$3,000,000.00 for Instrument Number CTLHB0441-09 and \$3,000,000.00 for Instrument Number CTLHD0198-09 for the contract amendment period January 1, 2010-December 31, 2012.
- B. All payment invoices and reports, including those invoices for close out activities, must be received no later than February 28, 2013. No new lead abatement activities may occur after December 31, 2012, and all close out activities must be completed in time for all invoices to be submitted by February 28, 2013. Any invoices received after this date will not be honored, regardless of the date the expense was incurred.
- C. The Contractor shall retain program income received in accordance with Section 1 K of this contract and shall use such program income in the performance of this contract.
- D. The Contractor agrees to utilize Department funds and program income in accordance with the budget for Instrument Number CTLHB0441-09 and the budget for Instrument Number CTLHD0198-09, both contained herein.
- E. The Department agrees to make an initial payment to the Contractor in the amount of five percent (5%) of the amount of each HUD grant award for the immediate cash requirements of the Contractor in carrying out the tasks of this contract. These funds cannot be used for conducting lead hazard control work in homes until HUD has approved the Department's Request For Release of Funds and Certification (Form HUD 7015.15 and OHHLHC Policy Guidance Issuance 2001-01 dated 02/24/2000) for each HUD award. Unexpended funds advanced shall be maintained in an interest bearing account. Any interest earned by the Contractor as a result of the advanced funds shall be promptly returned to the Department.
- F. The Department agrees to make a second scheduled payment to the Contractor in the amount of five percent (5%) of the amount of each HUD grant award for the additional immediate cash requirements of the Contractor in carrying out direct lead hazard control work in homes under this contract. Unexpended funds advanced shall be maintained in an interest bearing account. Any interest earned by the Contractor as a result of the advanced funds shall be promptly returned to the Department.
- G. The Contractor will submit a written request for payments on a monthly basis. Each payment request must be submitted to the Department's Contract Manager. In order to facilitate payment from HUD to the Department, the request for payment shall be accompanied by completed vouchers for the HUD Line of Credit Control System (LOCCS) and supported by a detailed breakdown, including an expansion of line item cost(s) claimed, using the Part 3 Financial Reporting Attachment included in HUD Policy Guidance 2001-03. Separate vouchers shall be prepared for each of the two HUD awards covered under this contract. Requests for payment will be honored and funds released within 30 days based on submission by the Contractor, with review and acceptance by the Department, of monthly financial reports; the availability of funds; and the Contractor's satisfactory compliance with the terms of this contract.
- H. 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 period, the Department may, with advance notice to the Contractor, alter the payment schedule for the balance of the contract period.
- I. The Contractor shall collect LAMPP Project program income in the form of property owner registration fees and any returned financial assistance due to early termination of subcontracts in accordance with the approved budgets. Any program income under this contract shall be used to fund the performance of this contract in accordance with the approved budgets.

7. BUDGET VARIANCE

- A. The Contractor shall follow the HUD OHHLHC requirements regarding the transfer of funds from one category to another in the agreed upon and approved budgets included in and attached to this contract. These requirements include the following:
1. Up to 10 percent (10%) of the total amount of each approved budget may be transferred among budget categories within the separate budgets with the prior approval of the HUD GTR and the Department's Health Management Administrator. A written request for transfers shall be submitted to the HUD GTR with a copy to the Department's Contract Manager. The HUD GTR and the Department's approval of the written request for transfer shall be submitted to the Department's Contract Manager.
 2. Any budget transfers shall be consistent with overall expenditure requirements contained within the HUD grant instruments including:
 - a. For Instrument Number CTLHB0441-09, a minimum of sixty percent (65%) of the total Federal funds must be used for direct lead hazard control activities. Direct lead hazard control activities consist of dust, soil and paint chip testing, lead paint inspections, risk assessments, engineering and architectural activities that are required for, and in direct support of, interim control and lead hazard abatement work, interim controls, abatement of lead hazards, minimal housing intervention activities that are specifically required to carry out effective hazard control, temporary relocation of occupants, clearance examinations, and activities that directly support the undertaking of lead hazard control activities, that without, such activities could not be conducted.
 - b. For Instrument Number CTLHD0198-09, no less than eighty percent (80%) of the total Federal funds must be used for direct lead hazard control activities.
 - c. Any budget transfers in excess of ten percent (10%) of the total approved budget requires an amendment of the grant award from HUD to the Department.
- B. Any budget transfers requested by the Contractor in excess of ten percent (10%) of the total approved budgets shall first be submitted to the Department and approved in writing by the Department before the request is submitted to HUD.
- C. No budget revisions proposed by the Contractor may be submitted later than thirty (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. The Contractor must liquidate all obligations incurred under this contract not later than 30 days after the end of the budget period for each award. Costs incurred after the end of the budget period will be disallowed except where the Department has expressly approved in writing and in advance. Those costs necessary to close out all contract related activities and to prepare the final reports shall be allowed in accordance with HUD grant agreement provisions but must be given, in writing, to the Department for approval prior to incurring the costs. Though the term of this contract is through December 31, 2012, all payment invoices and reports, including those invoices for close out activities, must be received no later than February 28, 2013. No new lead abatement activities may occur after December 31, 2012, and all close out activities must be completed in time for all invoices to be submitted by February 28, 2013. Any invoices received after this date will not be honored, regardless of the date the expense was incurred.

8. RESPONSIBILITES OF THE DEPARTMENT

- A. The Department shall designate a Contract Manager to provide oversight of the Contractor's activities under this contract, to receive reports and requests for payment from the Contractor, and to serve as liaison between the Department and the Contractor.
- B. The Department shall appoint an Oversight and Evaluation Committee that will advise the Department in overall project management. Members will represent the Department, the Connecticut Department of Public Health, the Connecticut Department of Economic and Community Development, the target communities, and others active in childhood lead poisoning prevention. The Committee will monitor project progress and assist with project evaluation. It will meet at least semiannually and more frequently when needed. The Oversight and Evaluation Committee also provides opportunity to coordinate related projects of the State and local communities.
- C. The Department shall enter requests for reimbursement for costs incurred through HUD's Line of Credit Control System (LOCCS) using the electronic Voice Response System (VRS). The Department shall complete all necessary procedures and submissions needed to use LOCCS and VRS and designate a financial institution in order for HUD to make direct deposit payments through the U.S. Department of Treasury Automated Clearinghouse Payment System. Since the drawdown of funds through the LOCCS system is an element of the project work plan and benchmarks, the Department will promptly enter requests for reimbursement upon receipt and approval of the Contractor's financial reports indicated in PART I Section 5 of this contract and payments to the Contractor under PART I Section 6 of this contract.
- D. The Department shall submit to the HUD GTR the original vouchers for work performed supported by the detailed breakdown of the costs claimed and the HUD Standard Form 425 prepared as indicated in PART I Section 5 (B) and (C) of this contract.
- E. The Department shall designate a Certifying Officer to be the "responsible Federal official" as the term is used in section 102 of the National Environmental Policy Act and in statutory provisions cited in 24 CFR Part 58 Sec. 58.1 (b). The Certifying Officer shall carry out the responsibilities cited in 24 CFR Part 58 Section 58.13 and shall submit the completed Requests for Release of Funds and Certification (form HUD-7015.15) to HUD.
- F. The Department shall carry out all activities that are reserved solely to the Department under the award instruments between HUD and the Department and related requirements under Federal or State statutes and regulations.
- G. The Department shall render payment for all invoices received on or before February 28, 2013, so long as the costs incurred are in keeping with the terms of this contract, on or before March 28, 2013. No payment shall be made for lead abatement activities that occur after December 31, 2012 and all close out activities must be invoiced on or before February 28, 2013. The Department shall not issue payment for any invoice received beyond that date.

APPROVED BUDGET
HUD Instrument Number CTLHB0441-09

BUDGET PERIOD: January 1, 2010 to December 31, 2012

Budget Category	Amount
1. Personnel (Direct Labor)	\$381,909.00
2. Fringe Benefits	\$95,478.00
3. Travel	\$9,300.00
4. Equipment (over \$5,000.00)	\$ 0.00
5. Supplies and Materials	\$34,920.00
6. Consultants	\$ 0.00
7. Contracts / Sub-Grantees	
7a. Lead Hazard Control Projects	\$1,200,000.00
7b. Inspections/Risk Assessments/Specifications	\$183,000.00
7c. Clearance Testing	\$68,000.00
7d. Construction Monitoring	\$26,875.00
7e. Relocation/Education/Training Support – Hartford Lead Treatment Center	\$154,950.00
7f. Relocation/Education/Training Support – Yale-New Haven Lead Treatment Center	\$158,268.00
7g. Staffing-Project Coordinator – CT Citizen Research Group	\$118,296.00
7h. Renovation, Repair and Painting Rule Training	\$28,000.00
7i. Certified Abatement Training Class (Section 3 Workers)	\$14,400.00
7j. Hartford Lead-Safe House	\$60,000.00
7k. Educator Train-the-Trainer	\$11,000.00
7l. Assessments and intervention plans for healthy homes	\$49,950.00
Subtotal Item 7	\$ 2,072,739.00
8. Other Direct Costs	\$80,115.00
9. Indirect Costs	\$325,539.00
10. TOTAL EXPENSES	\$3,000,000.00

APPROVED BUDGET
HUD Instrument Number CTLHD0198-09

BUDGET PERIOD: January 1, 2010 to December 31, 2012

Budget Category	Amount
1. Personnel (Direct Labor)	\$383,323.00
2. Fringe Benefits	\$95,831.00
3. Travel	\$6,860.00
4. Equipment (over \$5,000.00)	\$ 0.00
5. Supplies and Materials	\$11,340.00
6. Consultants	\$ 0.00
7. Contracts / Sub-Grantees	
7a. Lead Hazard Control Projects	\$1,305,600.00
7b. Inspections/Risk Assessments/Specifications	\$190,320.00
7c. Clearance Testing	\$73,984.00
7d. Construction Monitoring	\$29,240.00
7e. Relocation/Education/Training Support – Hartford Lead Treatment Center	\$154,950.00
7f. Relocation/Education/Training Support – Yale-New Haven Lead Treatment Center	\$158,268.00
7g. Staffing-Project Coordinator – CT Citizen Research Group	\$118,296.00
7h. Renovation, Repair and Painting Rule Training	\$ 0.00
7i. Certified Abatement Training Class (Section 3 Workers)	\$ 0.00
7j. Hartford Lead-Safe House	\$60,000.00
Subtotal Item 7	\$2,090,658.00
8. Other Direct Costs	\$87,742.00
9. Indirect Costs	\$324,246.00
10. TOTAL EXPENSES	\$3,000,000.00

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PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

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

1. **“Bid”** shall mean a bid submitted in response to a solicitation.
2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
5. **“Client”** shall mean a recipient of the Contractor’s services.
6. **“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 is 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 D.4:

- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; (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/doi/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.

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

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

- (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.

- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection (h)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section

13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate
 - (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the individual's PHI; or
 - (C) provide a copy of the individual's PHI in an electronic health record, 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 APPROVAL

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

Contractor

Connecticut Children's Medical Center

Contractor (Corporate/Legal Name of Contractor)

Gerald J. Boisvert

Signature (Authorized Official)

Date

2/10/10

Executive Vice President & CFO

(Typed/Printed Name and Title of Authorized Official)

Agency

Connecticut Department of Social Services

Signature (Authorized Official)

Date

2/24/10

Michael P. Starkowski, Commissioner

(Typed/Printed Name and Title of Authorized Official)

Office of the Attorney General

Signature

Date

3/8/10

Assistant / Associate Attorney General