

PERSONAL SERVICE AGREEMENT

CO-802A REV. 2/08

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER

1. PREPARE IN QUADRUPPLICATE
2. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ORIGINAL AMENDMENT (2) IDENTIFICATION NO. P.S. 16SIM0004

CONTRACTOR	(3) CONTRACTOR NAME Connecticut Peer Review Organization, Inc. dba Qualidigm		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 1290 Silas Deane Highway, Suite 4A, Wethersfield, CT 06109		CONTRACTOR FEIN/SSN - SUFFIX 22-2484567
STATE AGENCY	(5) AGENCY NAME AND ADDRESS Office of the Healthcare Advocate, PO Box 1543, Hartford, CT 06144		
CONTRACT PERIOD	(6) DATE (FROM) 12/15/2016	THROUGH (TO) 3/31/2018 <input type="checkbox"/>	(7) INDICATE <input type="checkbox"/> CONTRACT AWARD NO. <input checked="" type="checkbox"/> NEITHER

CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELED BY THE STATE BUSINESS UNIT, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT)	(8) REQUIRED NO. OF DAYS WRITTEN NOTICE 30
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(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

The Advanced Medical Home Program Contractor will assist in the recruitment of and provide practice transformation services to 150 practices. Recruitment activities will include but is not limited to office identification, screening, obtaining commitments, needs assessments, and creation of office-specific transformation plans. Transformation strategies will include implementing an interactive learning collaborative, practice facilitation visits, in-office technical assistance, and implementation of QI interventions in practices. The strategies may also include formative evaluations throughout the project as well as a summative evaluation at the end of the transformation phase.

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

The state shall pay the contractor a total sum not to exceed \$1,448,408 for services performed under this agreement in accordance with Section 7 (Cost and Schedule of Payments).

(11) OBLIGATED AMOUNT **\$1,448,408**

(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) PROJECT/ GRANT	(19) CHARTFIELD 1	(20) CHARTFIELD 2	(21) BUDGET REFERENCE
\$1,448,408	12060	MCO39420	22727	00000	51230	MCO_nonproj			2015

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS		(22) STATUTORY AUTHORITY	
(23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) <i>Jonathan H. Clark</i>	TITLE President and CEO	DATE Dec 7, 2016	
(24) AGENCY (AUTHORIZED OFFICIAL) <i>[Signature]</i>	TITLE Healthcare Advocate	DATE 12/9/16	
(25) OFFICE OF POLICY & MANAGEMENT/DEPARTMENT OF ADMINISTRATIVE SERVICES	TITLE	DATE	
(26) ATTORNEY GENERAL (APPROVED AS TO FORM) <i>[Signature]</i> *Upon execution Joseph Rubin	ASSOC. ATTY. GENERAL	DATE 12/14/16	

ATTACHMENT A

SECTION 1

This Agreement (hereinafter referred to as "Agreement") is entered into between the State of Connecticut (hereinafter "State") acting through the Office of the Healthcare Advocate (hereinafter "OHA") pursuant to Connecticut General Statutes §§ 4-8, 4-65a and 4-66, and Connecticut Peer Review Organization, Inc. d.b.a. Qualidigm, a company having its principal offices at 1290 Silas Deane Highway, Suite 4A, Wethersfield, CT 06109 (hereinafter "Contractor"). The parties agree that the services specified below shall be provided by Contractor in strict compliance with the provisions of this Agreement.

SECTION 2 CONTRACT PERIOD AND DEFINITIONS

This Agreement shall commence as of the date this Agreement is fully executed by the parties hereto and the duties of the Contractor as set forth in Section 5 of this Agreement shall be completed by the Contractor by the end of the contract period, which shall be no later than March 31, 2018 (hereinafter "end date").

"Advanced Network" shall mean an independent practice association, large medical group, clinically integrated network, or integrated delivery system organization that has entered into a shared savings program (SSP) arrangement with at least one payer.

"Confidential Information" shall mean any data or information that the State or its representatives provide to Contractor including without limitation, any information furnished orally, or in writing, or gathered by inspection and regardless of whether specifically identified as "confidential," together with analyses, studies, forecasts or other documents prepared by Contractor that contain or otherwise reflect such information. Confidential Information shall also include any competitively sensitive material that is not generally known to the public.

"AMH evaluation" means that information that is gathered for the purpose of evaluating the AMH program including both formative and summative activities. This information must be present in the Contractor's periodic and summative reports.

"Assessment" means that information gathered by the Contractor for the purpose of informing the development of a technical assistance plan or progress on the plan.

"Cohort" shall mean a collection of practices that begin Contractor technical assistance at the same time, participate in shared technical assistance activities, and are peer participants in a learning collaborative.

"Completers" shall mean practices that achieve the Completion Criteria set forth in Section 6.

"Participating Practice" means a primary care practice that has entered into a Transformation Services Agreement (TSA) with the SIM PMO for the Advanced Medical Home Program.

"Practice in good standing" shall mean a participating practice that continues to engage in the AMH Program as evidenced by participation in scheduled meetings and webinars and in data collection activities as assessed by the Contractor.

"Primary care practice" or "practice" means a group of primary care providers, including physicians, APRNs, and physician assistants, all or nearly all of whom render services at one or more shared locations, and who provide enough primary care to meet the minimum requirements for 2017 NCQA PCMH recognition.

"State" - Wherever the term 'State' is used in this Agreement, it shall include the Healthcare Advocate, or her authorized agents, employees or designees.

"TA feedback" means information gathered by the Contractor for internal purposes, in order to periodically assess and improve on technical assistance provided to practices.

SECTION 3 CANCELLATION PROVISION

This Agreement may be canceled at will by either party upon 60 days written notice delivered by certified mail.

SECTION 4 NOTICE

Unless otherwise expressly provided to the contrary, any other notice provided under this Agreement shall be in writing and may be delivered personally or by certified mail in the manner set forth in this section. All notices shall be effective if delivered personally or by certified mail to the following addresses:

State: State of Connecticut
Office of the Healthcare Advocate
P.O. Box 1543
Hartford, CT 06144
Attention: Mark Schaefer, Director, Healthcare Innovation

Contractor: Connecticut Peer Review Organization, Inc. d.b.a. Qualidigm
1290 Silas Deane Highway, Suite 4A,
Wethersfield, CT 06109
Attention: Timothy M. Elwell, PhD, MBA, President/CEO

The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

SECTION 5 SPECIFICATION OF SERVICES

A. Provider Outreach, Recruitment, and Onboarding

1. The State shall undertake a request for applications process to solicit and select a cohort of physician practices for participation in the Advanced Medical Home (AMH) Program.
2. The Contractor shall support practice recruitment efforts of the PMO. Such assistance may include the following:
 - a. When requested by the PMO, the Contractor shall contact the offices by telephone to: describe the project, highlight incentives such as alignment with financial incentives of most payers, opportunity to learn with and from peers, improve quality of care and health outcomes for patients, and screen for participation including technologic infrastructure and readiness for change.
 - b. Participate in the development of marketing and promotional materials that highlight the benefits of participation, including: 1) better outcomes for patients; 2) better quality care, increased office efficiencies; 3) the potential for increased reimbursement related to value-based payment opportunities; and 4) testimonials from the AMH Pilot.
 - c. Outreach to and recruit potential Advanced Networks and independent primary care practices.
 - d. Meet with Advanced Network representatives, their lead physicians, and/or their office managers to describe the program, answer questions, and build buy-in for the program.
 - e. Support PMO AMH Program recruiting events as requested by the PMO.

3. In partnership with OHA, the Contractor shall seek to obtain commitments from a cohort of offices at the start of the pilot project, the size of which will be established through discussion between PMO and contractor. Cohorts of reasonable size shall be added to the overall project up to 150 practices.
4. In partnership with OHA, the Contractor shall support a recruitment and engagement process that includes the following:
 - a. Commitment of an inter-professional office team to work on the project. The team shall consist of a designated lead physician and the office manager or other designated staff and potentially other staff members as part of the team with a commitment to spending four to five hours per week throughout the 15-month Transformation Phase and to interact with the Contractor Project Team on an agreed-upon schedule.
 - b. Coordination with Community Health Network of Connecticut (CHNCT) and/or the Department of Social Services to enable participation in the DSS PCMH Glide Path program for the purposing of obtaining enhanced fees for those practices that elect to do so, and according to protocols mutually agreed upon by the Contractor, the Department of Social Services, CHNCT and OHA.
 - c. Completion of a brief staff engagement survey developed by the Contractor Project Team to gauge the impact of the intervention on staff engagement over the course of the project. This survey will be administered at (1) baseline (prior to Transformation Phase) and, (2) two months post submission of NCQA PCMH Recognition materials.
 - d. Completion of an in-person office Needs Assessment with the assistance of the Contractor. This Needs Assessment will capture information related to: reasons for project participation; hours of operation and preferred times to meet with Contractor staff; baseline use of EHR or registry functionalities; previous experience with practice-based quality improvement interventions; and anticipated barriers and facilitating factors.
 - e. Completion of interviews with patients and staff and observation of work and patient flow to establish a baseline understanding of practice strengths and opportunities related to the criteria for NCQA PCMH, AMH recognition and their readiness for participation in the Quality Payment Program.
 - f. Completion of a Patient-Centered Medical Home-Assessment (PCMH-A) at baseline. The PCMH-A is a publically available and valid tool for measuring "medical homeness." The virtual tool is sensitive to changes over 6-month increments of time and is a mechanism for tracking progress toward transformation. The PCMH-A shall serve as part of an initial Needs Assessment and as a critical aspect of the evaluation strategy. Further, the PCMH-A has significant value as an educational tool, as it describes key aspects of transformation and incremental steps toward achieving each aspect. The results of the PCMH-A shall be shared with the Participating Practices and the PMO in a timely manner.
 - g. Creation of an office-specific Transformation Plan that addresses PCMH Standards, AMH must pass elements and critical factors and the criteria required to succeed in the Quality Payment Program will be done in collaboration with the office. The plan will include specific action steps with a timeline, milestones, and designated clinical, patient and practice satisfaction and procedural measures. This plan will include a schedule of planned interactions with the Contractor. The Contractor shall share the Office Specific Plans and progress toward milestones in the plan with the PMO and the Participating Practices at the beginning of the program, and at regular intervals throughout the transformation period.
 - h. Agreement to assist the practices in the submission of an application to NCQA for PCMH 2017 Recognition.

- i. Agreement to participate in an on-site validation assessment at the conclusion of the Transformation Phase. This assessment visit shall mirror the on-site assessment performed at project baseline, celebrating successes and identifying actionable next steps for maintaining the gains achieved and further advancing the transformation effort. This information shall inform the design of the finalized statewide approach to practice transformation.

B. Program Focus

1. The Contractor shall conduct practice transformation interventions for the purpose of assisting practices in the achievement of:
 - a. 2017 NCQA PCMH recognition;
 - b. Additional requirements corresponding to the Advanced Medical Home designation including additional Must-Pass elements and Critical Factors identified in Appendix A, subject to review and amendment by the Healthcare Innovation Steering Committee.
 - c. Requirements and improved capabilities to succeed in the Quality Payment Program (Medicare Access and CHIP Reauthorization Act of 2015, MACRA). This includes preparing practices to succeed in the Merit-based Incentive Payment System (MIPS) track, and/or prepare practices to become ready and eligible for the Advanced Alternative Payment Models (AAPM) track. The Contractor shall adapt its approach to emphasize the capabilities identified in Appendix B, Areas of Emphasis, subject to amendment mutually agreed upon by the by the Healthcare Innovation Steering Committee and the Contractor.
2. The Contractor shall further adapt its approach to align with SIM priority areas:
 1. Individuals with complex health needs;
 2. Diabetes prevention and control;
 3. Hypertension prevention and control;
 4. Asthma; and
 5. Depression.

C. Change Facilitation and Management

1. The Contractor shall undertake an intervention strategy that is multifaceted consisting of an interactive learning collaborative, on-site practice facilitation visits by Contractor personnel, and implementation of a variety of evidence-based QI interventions.
2. The Contractor shall develop customized templates for policies and procedures and checklists to reduce reporting burden on practices.

Interactive Learning Collaborative

3. The Contractor shall develop and implement an interactive learning collaborative to foster continuous peer-to-peer learning through webinars, workshops, an online collaboration site, and phone support.
 - a. The learning collaborative shall reflect the most recent evidence and expert opinion about the role of educational meetings in quality improvement and comport with the features identified in Appendix C, subject to amendment by the Healthcare Innovation Steering Committee.
4. The Contractor shall develop and implement an online Learning Management System (LMS) that will be used to facilitate technical assistance activities to include the following:
 - b. Peer to peer communications and collaboratives,

- c. Live scheduled webinars and recorded webinars,
 - d. Videos and podcasts,
 - e. Training modules,
 - f. Technical assistance content assessment that will enable immediate feedback to users,
 - g. Tracking and reporting of practice usage of technical assistance,
 - h. Highlight successes by indexing stories,
 - i. Documentation of best practices and successes to encourage practices to incorporate changes into their workflows.
5. The Contractor shall develop and implement a dashboard that will allow practices to view their progress against established transformation plan milestones and progress compared to peers.
- j. The dashboard shall include timely information that allows the PMO to track the status and progress of individual Participating Practices.
 - k. The Contractor shall grant the PMO access to the dashboard to review individual practice progress.
 - l. The Contractor shall update the dashboard monthly.
6. The learning collaborative shall consist of the following sessions and activities:
- Face-to-face (in-person) Meetings*
- m. In-person Group Education Meetings
- The Contractor shall group cohort practices of similar characteristics and pace, leveraging peer-to-peer learning and sharing to effectively achieve AMH Program goals. Prior to the Transformation Phase, the Contractor shall convene all participating office team members in a community of practices to share important educational information and to promote peer-to-peer learning. The Contractor shall solicit formative feedback about all sessions in the learning collaborative.
- The Contractor shall conduct individual in-person Kick-Off Meetings. The Contractor shall include in the project Kick-Off Meeting a discussion of the initial PCMH-A results, baseline clinical performance and survey data, review of the NCQA PCMH Recognition process.
- The Contractor shall share relevant information regarding other Participating Practices implementation and change strategies, milestones, and plans.
- n. Virtual Group Education Meetings and Technical Assistance
- The Contractor shall use an interactive webinar series and other means to provide virtual technical assistance to the practices as they prepare for NCQA 2017 PCMH Recognition, AMH designation, and the Quality Payment Program. Such virtual technical assistance shall reflect the most recent evidence and expert opinion on the use of educational meetings to prepare primary care practices for PCMH recognition.
- The Contractor shall offer the following components to prepare practices for NCQA PCMH Recognition:
- i. A binder of materials consisting of webinar slides, NCQA PCMH materials, sample policies and procedures, templates, a patient survey, and project management work plans.
 - ii. Up to 12 live webinar sessions addressing the NCQA 2017 PCMH standards, the NCQA PCMH Recognition application and submission process, the Areas

of Emphasis, the Quality Payment Program requirements and strategies to succeed, and the Planetree approach to practice culture change. Some potential topics include: behavioral health; health literacy; oral health; shared decision-making tools and protocols; embedding compassion and empathic behaviors into care delivery; and strategies for identifying patient preferences.
12 open-line support calls

- iii. Ad hoc phone calls and email correspondence
- iv. A final electronic telephone review of materials required for NCQA Recognition prior to practice submission
- o. The Contractor shall assist Advance Networks to identify and meet goals for their practices under the Quality Payment Program. The Contractor shall employ the following methods into the transformation process to enable practices to meet the requirements of the Quality Payment Program:

Develop and conduct webinars to promote alignment with Quality Payment Program requirements;

- i. Include relevant Quality Payment Program requirements in each office-specific transformation and timeline;
 - ii. Work with practices on care coordination techniques and on identifying high risk patients to reduce hospital admissions, re-admissions and ER visits;
 - iii. Introduce new resources such as Choosing Wisely that encourages appropriate use of medical procedures, test and medications; and
 - iv. Leverage LEAN Six Sigma processes and methods in the overall transformation approach which focuses on streamlining workflows and promoting efficiency throughout the organization.
- p. The Contractor shall store all slides, written materials, and recorded sessions on a project-specific website mutually agreed upon by the State and the Contractor, which shall be available to participating offices. The secure site shall serve as a central clearinghouse for the educational materials described, and will facilitate inter-organizational learning by providing a platform for sharing best practices, troubleshooting common challenges, exchanging ideas and accessing additional support and guidance from the Contractor.

In-Office Technical Assistance

- 7. The Contractor shall conduct on-site practice facilitation that complements the face-to-face meetings and webinars of the learning collaborative.
- 8. The Contractor shall meet with primary care office teams on-site six times during the project.
- 9. The Contractor shall conduct the visits consistent with the most recent evidence and expert opinion on practice facilitation as a QI strategy.

Quality Improvement Interventions

- 10. The Contractor shall provide training and technical assistance to support implementation of the following evidence-based quality improvement interventions:
 - q. performance measurement and feedback of patient care, survey, and office process data;
 - r. team care;
 - s. standing orders;
 - t. clinician reminders;
 - u. patient reminders;

- v. patient self-management education; and
- w. use of shared decision aids via an electronic platform at the point of care or remotely.

11. Visits 1 and 2

During these first 2 office visits, the Contractor shall validate the baseline needs assessment and conduct observation of workflow and patient interactions.

12. Visit 3

Contractor shall review baseline office clinical performance, office and patient survey data, findings from the baseline patient and staff interviews, PCMH-A data, observations from the needs assessment with the team and together. This data collection shall be used to develop an office-specific Transformation Plan. This will be delivered to the practice at this Visit 3. Over the ensuing months, the Contractor shall assess progress and provide support to the office team by phone and e-mail. These interactions shall allow for the celebration of identified early wins for each office.

13. Visit 4

Contractor and office personnel shall review follow-up clinical performance, patient and provider survey, and progress implementing the Transformation Plan. The Contractor shall invite the office team to discuss progress and challenges, and Contractor personnel shall recommend potential solutions. Together, next steps shall be identified for the office and Contractor teams. Identified early wins shall be recognized and celebrated.

14. Visit 5 and 6

During the final office visits, Contractor and office personnel shall review follow-up clinical performance, patient and provider survey, and progress implementing the Transformation plan. The practice team shall discuss successes and lessons learned, and Contractor personnel shall recommend follow-up activities post Transformation Phase.

D. Evaluation

1. The Contractor shall conduct baseline, formative, and summative evaluation activities that assess the following indicators, as also indicated in Exhibit 1. The Contractor and PMO shall determine specific criteria in advance on which the Contractor's performance of contract requirements shall be measured and the format and data included in the final report to the PMO.
 - a. Initial and final level of competencies, including common gaps and competencies across practices, networks, amount improvement on competencies, indication of which standards had the most/least gains;
 - b. Participant/team satisfaction with and participation in Contractor training and technical assistance, including webinars;
 - c. Quality improvement measures selected by practices;
 - d. Feelings of burn-out; outlook regarding transformation, EHR use, and PCMHs; and ease of referring patients for behavioral health;
 - e. Practices that achieved NCQA 2017 recognition;
 - f. Practices that achieved AMH designation (raw data will be provided by OHA);
 - g. Staff/provider satisfaction.
2. The evaluation activities shall use the measurement tools, data sources, methods, and interval frequencies as indicated in Exhibit 1.

3. The purpose of formative evaluation activities shall be to improve the intervention efforts in real-time. Practices will receive a summary of ongoing formative evaluations of the Contractor team and an explanation of any changes in approach that are made.
4. The Contractor shall conduct an on-site validation after the transformation services have concluded to ensure that transformation of care delivery has occurred
5. The Contractor shall provide quarterly reports to the PMO in a form and format approved by the PMO that describe the status of practices in regards to progress towards meeting the standards and the formative and summative evaluation criteria. The reports shall include dates of when in-person technical assistance to the Participating Practices occurred. The Contractor shall also produce a final report, to be submitted before three months after the end of transformation services to the practices. The final report will contain the results of the baseline, formative, summative, and on-site validation evaluation activities that are part of the AMH evaluation (as indicated in Exhibit 1 below). The Contractor shall use simple descriptive statistics to assess implementation and/or changes to the intervention plan, barriers encountered, and changes in structure, process, or intermediate outcomes within and across the offices.

Exhibit 1: Contractor Assessment and Evaluation Activities

Metric/Indicator	Measurement tool	Description	Method	Interval/ Frequency	Purpose			
					AMH Evaluation	Assessment	TA feedback	Qualitative or Quantitative
Initial and final level of competencies.								
Common gaps and competencies across practices, networks.	Patient-Centered Medical Home Assessment (PCMH-A)	Used to help sites understand their current level of 'Medical homeness' and identify opportunities for improvement.	survey	baseline		X		QL
Amount improvement on competencies - standards that showed the most/least gains		Used to assess leadership, culture and demographics of a practice. Will also capture: reasons for project participation; hours of operation and preferred times to meet with Contractor staff; baseline use of EHR or registry functionalities; previous experience with practice-based quality improvement interventions; and anticipated barriers and facilitating factors. In addition, interviews with patients and staff and observation of work and patient flow will help to establish a baseline of practice strengths and opportunities related to meeting goals of the program. Used to develop an office specific plan	survey	baseline		X		QL
Initial level of competency. Common gaps and competencies across practices, networks	Qualidigm Needs Assessment							
Satisfaction with intervention (Internal use)	Quarterly Leadership Survey	Phone survey interview with practice leadership to improve the TA intervention efforts in real-time, addressing face-to-face and webinar-based education and technical assistance, clinical performance data, patient and provider survey data, and PCMH-A data	phone interview survey	Quarterly		X	X	QL and QN

Qualidigm

E. Coordination, Collaboration, and Communication

1. In partnership with OHA, the Contractor shall coordinate with the Community Health Network of Connecticut (CHNCT) and/or the Department of Social Services to enable participation in the DSS PCMH Glide Path program for the purpose of obtaining enhanced fees for those practices that elect to do so, and according to protocols mutually agreed upon by the Contractor, the Department of Social Services, CHNCT and OHA. Coordination includes phone calls occurring at least monthly if needed, sharing information about practice status to CHNCT, and assisting practices with meeting the requirements and submitting the required information for the DSS PCMH Glide Path program.
2. The Contractor shall provide presentations to the Practice Transformation Taskforce and/or SIM Steering Committee when requested by the PMO to update them on the status of participants in the program, a recap of interventions provided, and lessons learned.
3. The Contractor shall ensure a collaborative and efficient partnership between the Contractor, the subcontractors, and OHA, and shall provide regular project updates through bi-weekly, project-wide calls.

F. Subcontractor Roles

1. Planetree shall:
 - a. Provide onsite observation visits for each office to obtain information related to patient satisfaction
 - b. Produce enhancements to the webinars and materials created for the AMH pilot based on provider and patient feedback as well as develop new materials and webinars as necessary
 - c. Conduct staff surveys to identify level of staff satisfaction and identify opportunities for improvement
 - d. Provide feedback of observation visits and staff satisfaction surveys to each office to drive change
 - e. The Contractor shall share results of Planetree surveys with all members of the Participating Practices' care teams.
2. Health Equity LLC shall:
 - a. Participate in the development of the enhanced office Needs Assessment to identify gaps in care related to cultural competency and delivery of equitable health services
 - b. Develop webinars, materials and training modules for Learning Collaboratives focused on health equity and cultural competence
 - c. Provide TA to offices that require assistance with implementation of practices and processes related to improving care related to health equity
3. Advanced Behavioral Health
 - a. Participate in the development of the enhanced office Needs Assessment to identify gaps in care related to the integration of behavioral health services
 - b. Develop webinars, materials and training modules for Learning Collaboratives focused on the integration of behavioral health into primary care
 - c. Provide TA to offices that require assistance with implementation of practices and processes related to improving care related behavioral health integration
4. Connecticut Pharmacists Association (CPA) shall:
 - a. Participate in the development of the enhanced office Needs Assessment to identify gaps in care related to medication management
 - b. Develop webinars, materials and training modules for Learning Collaboratives focused on the integration of medication management into primary care

- c. Provide TA to offices that require assistance with implementation of practices and processes related to improving care related to medication management
5. eHealthConnecticut (eHCT) shall:
 - a. Refine and customize their Learning Management System (LMS) to support the learning activities of AMH participating offices
 - b. Ensure that activities and materials are easily accessed by users to promote learning that is geared toward the busy practitioner
 - c. Provide TA to all users in a timely manner
 - d. Be responsible for keeping the information current on the LMS site

F. Timeline and Project Plan

1. The transformation strategy of the Contractor shall comport to the high-level timetable, project phases, and key tasks and timelines contained in Exhibit 2, 3, and 4 respectively and as detailed in the provisions that follow.
2. The Contractor must receive the written approval from the State for changes in management staff. These changes must not negatively impact the State, or adversely affect the ability of the Contractor to meet any requirement or deliverable set forth in this contract.

Exhibit 2: High-level Timeline with Milestones

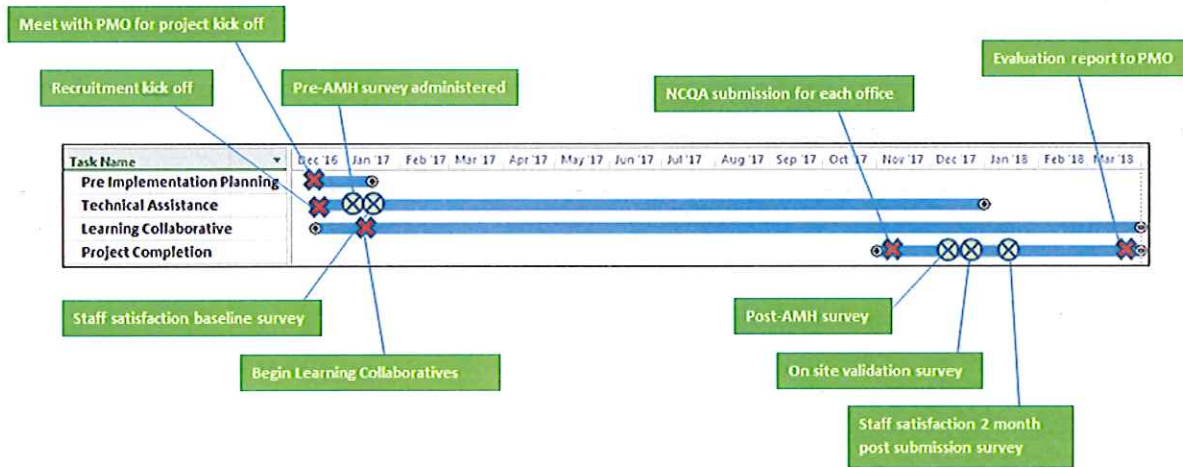


Exhibit 3: Program Phases

Phase	Activities
Onboarding (months 1-3)	<ul style="list-style-type: none"> • Office identification, screening, obtaining commitments • Needs assessment, and creation of office-specific transformation plans • Baseline staff engagement survey
Transformation (months 4-12)	<ul style="list-style-type: none"> • Interactive learning collaborative, webinars, practice facilitation visits, "in-office" technical assistance, and implementation of QI interventions in practices • Formative evaluation of interventions and practice implementation of QI interventions • Submission of NCQA PCMH/AMH Recognition application
Evaluation (months 13-16)	<ul style="list-style-type: none"> • On-site validation observation • Summative evaluation of program

Exhibit 4: Contractor Key Tasks and Timeline

Task Name	Start	Finish
Phase 1: Pre Implementation Planning	12/15/16	1/15/17
Meet with PMO to create evaluation plan and meeting schedule	12/15/16	1/15/17
Establish monthly meeting schedule with CHN	12/15/16	1/15/17
Work with PMO and NCQA on draft 2017 standards	12/15/16	1/15/17
Review and modify plan for TA and Learning Collaboratives	12/15/16	1/15/17
Phase 2: Technical Assistance	12/15/16	12/31/17
PMO Recruitment Kick-Off Meeting	12/15/16	12/31/16
Onboarding activities, conduct and analyze needs assessment for each office	12/15/16	2/28/17
Conduct and analyze pre-AMH survey (each office)	1/1/17	1/30/17
Meet with leadership from each office and provide needs assessment feedback	1/1/17	2/28/17
Create transformation plan with each office (including evaluation plan)	1/1/17	2/28/17
Site visits to each office	1/15/17	12/31/17
Planetree observation visits (1 per office)	1/1/17	4/30/17
Planetree staff satisfaction baseline survey administered	1/1/17	3/31/17
Phase 3: Learning Collaborative	12/15/16	3/31/18
Develop LMS and dashboard reports	12/15/16	1/31/17
Source, develop and load content on LMS (ongoing)	12/15/16	3/31/18
Review and modify plan for provision of learning collaboratives (ongoing process)	1/1/17	3/31/18
Conduct learning collaborative (includes office hours, and FAQs)	1/1/17	12/31/17
Phase 4: Project Completion	11/1/17	3/31/18
NCQA submission (each office)	11/1/17	12/31/17
Post-AMH survey	12/1/17	12/31/17
Planetree staff satisfaction 2-month post NCQA submission survey administered	1/1/18	2/28/18
Onsite validation survey	12/1/17	2/28/18
Evaluation report to PMO	1/1/18	3/31/18

SECTION 6
CONFIDENTIAL/ PROPRIETARY INFORMATION

1. Freedom of Information: The Contractor should be aware that all materials associated with this project in the possession of OHA are subject to the terms of the Freedom of Information Act, and the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), and all rules, regulations and interpretations resulting there from. In the event that OHA is subject to a Freedom of Information Act request encompassing materials provided by the Contractor, OHA shall notify the Contractor prior to the release of such materials. The Contractor has already agreed in its response to the solicitation that price and cost information contained in this Agreement do not meet exemption requirements. Those materials that the Contractor believes to be proprietary must be specifically identified as such, in addition to providing explanation and rationale required above. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the bidder that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute. Between the Contractor and the State, the final administrative authority to release or exempt any or all material so identified rests with the State. In the event that the State is brought before the Freedom of Information Commission for withholding information deemed proprietary by the Contractor, Contractor agrees to defend its position at the FOIC and pay for any and all costs incurred by the State of Connecticut in the defense of its position.

2. Ownership: The State shall be the sole and exclusive owner of all right, title and interest to any materials related to branding or marketing the AMH Pilot. Notwithstanding the aforementioned exception, unless otherwise agreed to in writing, the Parties agree that Contractor shall be the sole and exclusive owner of all right, title and interest to any intellectual property rights in any deliverables under this Agreement developed as a result of the performance of the Services, and the State agrees that such deliverables are not "works made for hire" as defined in the United States Copyright Act; provided that Contractor hereby grants to the State a fully-paid, royalty-free license to use and reproduce such deliverables for its own purposes. Contractor shall retain exclusive ownership of any pre-existing materials identified at the outset of the contract as owned by Contractor and incorporated or used in the deliverables. The State shall be the sole and exclusive owner of all right, title and interest to any and all data collected as part of the AMH pilot and hereby grants to the Contractor a fully-paid, royalty-free license to use and reproduce such data for its own purposes. All data shall be returned to the State in a manner prescribed by the State at the conclusion of this contract.

SECTION 7 COST AND SCHEDULE OF PAYMENTS

1. Payment Provisions
 - a. Contract maximum: As compensation for performing the Services outlined in Section 5, notwithstanding any additional services that may be negotiated by Contractor and the State, the State shall pay Qualidigm a contract maximum amount not to exceed \$1,448,408.
 - b. Per practice fee: The maximum all-inclusive per practice fee for a practice that successfully completes the conditions outlined in Part 2 of this section shall be \$9,656.
 - c. Withhold: There shall be a withhold equal to 15% of the per practice fee multiplied by the number of Participating Practices. The withhold shall be paid, in whole or in part, upon completion of conditions outlined in Part 2 of this Section, Completion Requirements.
 - d. Payments: Payment for services shall be made in installments in accordance with the formula set forth in the Payment Table.
2. Completion Requirements
 - a. The Contractor shall conduct intervention strategies in accordance with Section 5, to enable practices to achieve 2017 NCQA PCMH Recognition and AMH Designation including additional must pass elements and critical factors by December 31, 2017.
 - b. The practices recruited shall be responsible for completing all necessary steps recommended by the Contractor within the timeframes set by the Contractor. In the event that a practice does not adhere to the recommended intervention strategies or timeframe, the Contractor may cease to provide interventions for the practice.
 - c. Completion of the Program for purposes of determining final Withhold payment to the Contractor shall be defined as a practice achieving CT AMH Designation, which includes achieving 2017 NCQA PCMH Recognition and achieving the additional must pass elements and critical factors under the AMH Program ("Completion Criteria") by December 31, 2017. A practice that satisfies the Completion Criteria shall be referred to as a Completer. The December 31 deadline does not apply to practices that have not executed their TSAs by February 28, 2017.
 - d. The final payment to the Contractor shall be the return of the withhold, which shall be equal to the withhold amount per practice multiplied by the number of Completers.
 - e. The Contractor shall submit within 30 days of the end of the project period all outstanding deliverables as specified above in Section 5 Statement of Work. The State shall review and take action within 30 days of receipt of a deliverable or the deliverable shall be considered accepted as submitted.
 - f. The State shall assume no liability for payment for services under the terms of this Agreement until the Contractor is notified that the Agreement has been accepted by the contracting agency, and approved by OPM and the Attorney General of the State.
 - g. The State shall reimburse the Contractor for all approved invoices within 30 days of submission.
 - h. The State shall pay the Contractor the Final Payment ("Withhold") within 30 days of the Contractor's satisfactory demonstration of the number of Completers and approval and acceptance of the deliverables specified in Section 5 Statement of Work.
 - i. The Contractor may group Participating Practices into cohorts, depending on when they enroll in the program. All practices that are enrolled before February 28, 2017 must be in Cohort 1 and must achieve NCQA PCMH recognition by the completion date of December 31, 2017, as

indicated in 2c above. The below payment table shall be applied for each cohort. The "Go Live" date for each additional cohort shall begin at a date mutually agreeable to the PMO and the Contractor. Completers for additional cohorts shall be defined, for the purpose of the return of the withhold, as in 2c above, except that the completion date shall be 11 months from the last day of the month during which all TSAs in that cohort have been executed. The completion date shall not be after the contract end date unless amended.

Payment Table

Calculation of Periodic Payment Amounts		
	Due Date	Formula
A	Go live	50% * per practice cost * Participating Practices, less withhold
B	3 months	16.6% * per practice cost * Participating Practices in good standing
C	6 months	16.7% * per practice cost * Participating Practices in good standing
D	9 months	16.7% * per practice cost * Participating Practices in good standing
E	Contract end date	(withhold / Participating Practices) * completers

Go-live date = first of the month within which the Contractor conducts the introductory meeting per cohort.

The per-practice cost is \$9,656.

SECTION 8 OTHER 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 AGENCY 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 AGENCY; (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 AGENCY 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 shall 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 intellectual disability); and C.G.S. § 17b-407 (relative to elderly persons).

4. Background Checks. The AGENCY 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 AGENCY and its agents in connection with such background checks

C. CONTRACTOR Obligations.

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

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

3. Organizational Information, Conflict of Interest, IRS Form 990. During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, The CONTRACTOR shall upon the AGENCY's request provide copies of the following documents within ten (10) Days after receipt of the request:

- (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
- (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the AGENCY deems appropriate with respect to the organization and affiliation of The CONTRACTOR and related entities.

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

4. Federal Funds.

- (a) The CONTRACTOR shall comply with requirements relating to the receipt or use of federal funds. The AGENCY shall specify all such requirements in Part 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 AGENCY 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 AGENCY 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 AGENCY 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 shall 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 shall 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 Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), The CONTRACTOR must comply with all terms and conditions of this Section of the Contract. If The CONTRACTOR is not a Business Associate under HIPAA, this Section of the Contract does not apply to The CONTRACTOR for this Contract.

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

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

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

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

(f) The CONTRACTOR and the AGENCY agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(g) Definitions

(1) "Breach" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(1)).

(2) "Business Associate" shall mean The CONTRACTOR.

(3) "Covered Entity" shall mean the AGENCY of the State of Connecticut named on page 1 of this Contract.

(4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

(5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).

(6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

(7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

(8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

(9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

(12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

(13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

(14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.

(15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

(1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

(2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.

(3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

(5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

(6) Business Associate agrees to insure that any agent, including a SUBCONTRACTOR, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.

(7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

(8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.

(9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection (h)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any

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

(12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.

(13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.

(14) In the event that an individual requests that the Business Associate

(A) restrict disclosures of PHI;

(B) provide an accounting of disclosures of the individual's PHI; or

(C) provide a copy of the individual's PHI in an electronic health record, 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, 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 shall 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 shall 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 shall 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:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "CONTRACTOR" and "CONTRACTOR" include any successors or assigns of The CONTRACTOR or CONTRACTOR;
- iv. "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.
- v. "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "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 shall not be sufficient to comply with such requirements;
- vii. "Marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "Mental disability" means one or more intellectual 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;
- ix. "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
- x. "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 shall 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, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such CONTRACTOR that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and The CONTRACTOR further agrees to take affirmative action to 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, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless

it is shown by The CONTRACTOR that such disability prevents performance of the work involved; (2) The CONTRACTOR agrees, in all solicitations or advertisements for employees placed by or on behalf of The CONTRACTOR, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) The CONTRACTOR agrees to provide each labor union or representative of workers with which The CONTRACTOR has a collective bargaining Agreement or other contract or understanding and each vendor with which The CONTRACTOR has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of The CONTRACTOR's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The CONTRACTOR agrees to comply with each provision of this Section and 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 shall 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 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 shall 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 shall 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/seec. Click on the link to "Lobbyist/Contractor Limitations."

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11
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DEFINITIONS

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

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

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

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

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

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

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

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

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

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

ATTACHMENT B: PROCUREMENT AND CONTRACTUAL AGREEMENTS SIGNATORY ACCEPTANCE

Statement of Acceptance

The terms and conditions contained in this Request for Applications constitute a basis for this procurement. These terms and conditions, as well as others so labeled elsewhere in this document are mandatory for the resultant contract. The Office of the Healthcare Advocate is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

Acceptance Statement

On behalf of Qualidigm

I, Timothy M. Elwell agree to accept the mandatory terms and conditions and all other terms and conditions as set forth in the Advanced Medical Home Practice Transformation Services Request for Proposals.



Signature

9-16-2016

Date

President/CEO

Title



**STATE OF CONNECTICUT
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE
AUTHORIZED TO EXECUTE CONTRACT**

Certification to accompany a State contract, having a value of \$50,000 or more, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Connecticut Peer Review Organization, Inc. dba Qualidigm

Contractor Name

Office of the Healthcare Advocate

Awarding State Agency

State Agency Official or Employee Signature

Demian Fontanella

Printed Name

12/7/16

Date

Acting Healthcare Advocate

Title

Sworn and subscribed before me on this 7th day of December, 2016.

Commissioner of the Superior Court
or Notary Public

My Commission Expires



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am the President and CEO of Qualidigm, an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of Connecticut.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of
Qualidigm and that Qualidigm
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

[Signature]
Authorized Signatory

Timothy M. Elwell
Printed Name

Sworn and subscribed to before me on this 16 day of September 2016.

[Signature]
Commissioner of the Superior Court / Notary Public

3.31.20
Commission Expiration Date

MARISA A. DONZA
Notary Public-Connecticut
My Commission Expires
March 31, 2020



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
 Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Connecticut Peer Review Organization,
Inc. d/b/a Qualidigm
Printed Contractor Name



Signature of Authorized Official

Timothy M. Elwell, PhD, MBA

Printed Name of Authorized Official

Subscribed and acknowledged before me this 10 day of 9, 2016

Marisa A. Donza
Commissioner of the Superior Court (or Notary Public)

MARCH 31, 2020
My Commission Expires





STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Form with fields for Consultant's Name and Title, Name of Firm, Start Date, End Date, Cost, and Description of Services Provided.

Is the consultant a former State employee or former public official? [] YES [] NO

If YES: Name of Former State Agency, Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

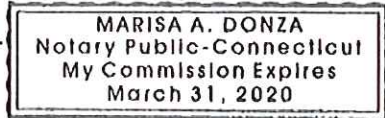
Printed Name of Bidder or Contractor: d/b/a Qualidigm, Signature of Principal or Key Personnel, Date: 9-16-2016

Printed Name (of above): Timothy M. Elwell, Awarding State Agency

Sworn and subscribed before me on this 16 day of September, 2016.

Signature of Commissioner of the Superior Court or Notary Public: Marisa A. Donza

My Commission Expires 3.31.2020



Lupi, Jenna

From: Dakers, Robert
Sent: Tuesday, August 09, 2016 4:17 PM
To: Schaefer, Mark C
Subject: FW: Final Disposition for Personal Service Agreement PSA 2017_24910

Mark, FYI

From: robert.dakers@ct.gov [mailto:robert.dakers@ct.gov]
Sent: Tuesday, August 09, 2016 4:16 PM
To: Demian.Fontaella@ct.gov
Cc: Dakers, Robert
Subject: Final Disposition for Personal Service Agreement PSA 2017_24910

The Office of Policy and Management has Approved the following Personal Service Agreement PSA

Advanced Medical Home Transformation Vendor (2017_24910)

Contractor: N/A
Effective Date: 10/15/2016 - 3/31/2018
Estimated Cost: \$1,800,000.00
Comments/Conditions: Approved 8-8-16 RSD

Robert Dakers
Executive Financial Officer