

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. 16SIM0003

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 FISHSH - 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) 9/27/2019	(7) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input checked="" type="checkbox"/> NEITHER
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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 Community and Clinical Integration Program Contractor will provide technical assistance, learning collaborative, and community health collaborative support to healthcare providers. Services include, but are not limited to, deploying a comprehensive technical assistance strategy that will lead to the achievement of CCIP core standards in comprehensive care management, health equity interventions, and behavioral health integration, as well as any selected CCIP elective standard in oral health integration, comprehensive medication management, and E-consults. The strategy must promote peer learning and supports through a learning collaborative, as well as have a robust evaluation approach. Additionally, the contractor will convene or facilitate Community Health Collaboratives of clinical and community stakeholders to develop consensus coordination protocols.

(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 \$3,251,224 for services performed under this agreement in accordance with Section 7 (Cost and Schedule of Payments).

(11) OBLIGATED AMOUNT	\$3,251,224
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(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) PROJECT/GRANT	(19) CHARTFIELD 1	(20) CHARTFIELD 2	(21) BUDGET REFERENCE
\$3,251,224	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>[Signature]</i>	TITLE President and CEO	DATE Dec 5, 2016	
(24) AGENCY (AUTHORIZED OFFICIAL) <i>[Signature]</i>	TITLE Healthcare Advocate	DATE 12/16/16	
(25) OFFICE OF POLICY & MANAGEMENT / DEPARTMENT OF ADMINISTRATIVE SERVICES	TITLE	DATE	
(26) ATTORNEY GENERAL (APPROVED AS TO FORM) <i>[Signature]</i> *Upon execution	ASSOC. ATTY. GENERAL	DATE 12/15/16	

Thompson, Jeannina

From: Fontanella, Demian
Sent: Tuesday, November 29, 2016 4:17 PM
To: Schaefer, Mark C
Subject: Fw: Final Disposition for Non-Competitive PSA 2017_26332

From: robert.dakers@ct.gov
Sent: Tuesday, November 29, 2016 3:50 PM
To: Fontanella, Demian
Cc: Dakers, Robert
Subject: Final Disposition for Non-Competitive PSA 2017_26332

The Office of Policy and Management has Approved the following Non-Competitive PSA
Community and Clinical Integration Program Vendor (2017_26332)
Contractor: Connecticut Peer Review Organization, Inc. d.b.a.
Effective Date: 12/1/2016 - 9/27/2019
Estimated Cost: \$3,251,224.00
Comments/Conditions: Approved RSD 11-29-16

Robert Dakers
Executive Financial Officer

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 September 27, 2019** (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.

"Agile Learning Design" means any approach to content development that focuses on speed, flexibility and collaboration. The term evolved from the software development industry, in which electronic content development (e.g., e-learning) has similar characteristics to software development.

"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.

"Community and Clinical Integration Program" or "CCIP" shall mean the program established by the SIM PMO to ensure that providers have the capabilities necessary to effectively support individuals with complex health care needs, to identify and reduce health equity gaps, and to better identify and support individuals with behavioral health needs in addition to elective capabilities in the areas of medication management, oral health and e-consultation.

"CCIP Standards" shall refer to the standards approved by the Healthcare Innovation Steering Committee, as amended from time to time, and includes associated elements, criteria, and details.

"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.

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

"Participating entity" shall mean an Advanced Network that has entered into a contractual agreement with the State to participate in the CCIP Program.

“Program Management Office (PMO)” the office located within Office of the Healthcare Advocate for administrative purposes only and responsible for administer in the State Innovation Model Test Grant.

“State” means the Healthcare Advocate, or her authorized agents, employees or designees.

“Wave” shall mean a collection of Participating Entities that begin Contractor technical assistance at the same time, participate in shared technical assistance activities, and are peer participants in a learning collaborative.

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.

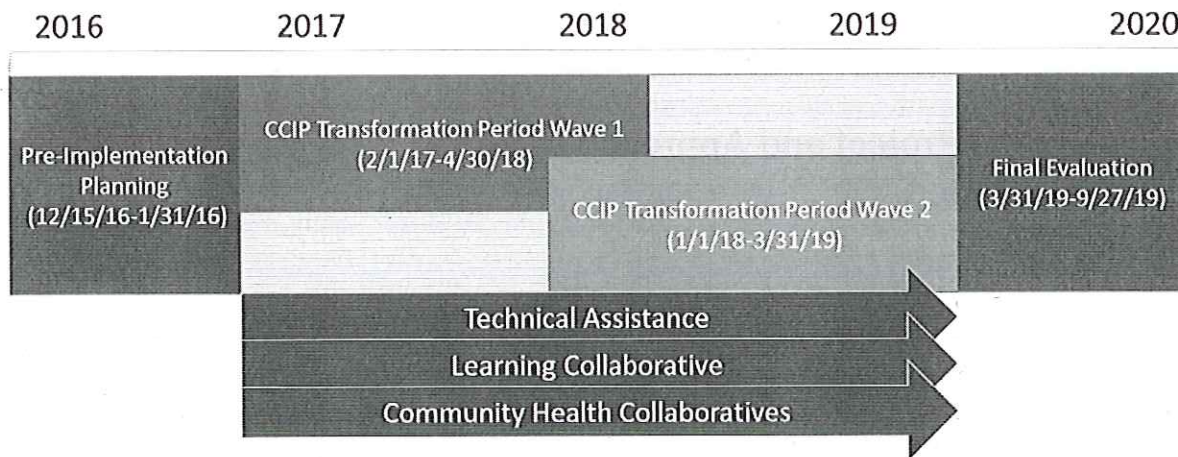
**SECTION 5
SPECIFICATION OF SERVICES**

A. Overall Project and Approach to Work

Overall Project

1. The Contractor shall serve as the key subject matter and implementation expert with respect to the technical assistance strategy, content and tools necessary to make the CCIP program a success. The SIM PMO shall provide guidance and review and approve all deliverables; however, it will rely on the Contractor's leadership, expertise, and experience, supplemented by input from SIM stakeholders, to develop and implement an effective approach.
2. The Department of Social Services shall select participants for the PCMH+ Program through a competitive application process. Only those entities that are selected for PCMH+ and that are not participating in the Transforming Clinical Practices Initiative (TCPI) will be permitted to participate in CCIP. These CCIP selected entities shall be hereafter referred to as "Participating Entities" (PEs).
3. The Contractor shall support up to 1,400 Primary Care Providers across up to 15 PEs over two waves.
4. The Contractor shall undertake services in the following five categories in order to support the PEs in improving and sustaining their health care delivery capabilities and level of community and clinical integration for the populations they serve, irrespective of payer source: Pre-implementation Planning (Section 5B), Transformation and Technical Assistance (Section 5C), Learning Collaborative (Section 5D), Community Health Collaboratives (Section 5E), and Final Evaluation (Section 5F).
5. The Contractor shall undertake these efforts based on the following timeline (Exhibit 1), with the possibility of a 6-month extension for either of the 15-month transformation periods. The Contractor shall remain responsible for completing a final evaluation in the case of an extension, however, the evaluation shall be contemporaneous with any CCIP transformation services that are provided under such extension.

Exhibit 1: Timeline and Core Scope of Work



Coordination and Alignment

1. The Contractor shall avoid duplication of effort with other transformation initiatives and, where possible, align and coordinate with other state initiatives and/or vendors including the DSS PCMH program, DSS Intensive Care Management program, Child Development Infoline, Connecticut-based Practice Transformation Networks (PTNs), the State's health information technology vendors or staff, and DPH Children and Youth with Special Health Care Needs Care Coordinator Centers.
2. The Contractor shall make best efforts to collaborate with the Community Health Network of CT PCMH Glide Path Program and the Health Information Technology Office.
3. The Contractor shall examine the approach and supporting materials that comprise the federal TCPI practice transformation effort and harmonize to the extent that it is beneficial to the technical assistance process. This shall include coordination with Community Health Center Association of Connecticut (CHCACT PTN), and UConn Health (Southern New England PTN) to promote harmonization and avoid duplication.

Project Management

1. The Contractor shall hold initial meetings with the SIM PMO to develop the Implementation Package and to plan a Kick-Off meeting for PEs.
2. The Contractor shall schedule and participate in regular project meetings with the SIM PMO for the entirety of the Contract period.
3. The Contractor shall create a distinct project management office with a CCIP Project Director, enabling a single point of contact for dispute-resolution related issues.
4. The Contractor shall designate a CCIP Project Manager who shall serve as a subject matter expert in practice transformation. The Project Manager shall:
 - a. Coordinate and manage all day-to-day activities associated with core and elective standard support provided by the Contractor.
 - b. Manage relationships with the Subcontractors.

- c. Ensure that all tasks and deliverables under the Contract are met.
 - d. Attend all project meetings as requested by the SIM PMO.
 - e. Respond to requests by the SIM PMO for status updates and ad hoc and interim reports.
5. The Contractor shall ensure that all members of the technical assistance team have expertise in each of the core and elective areas, technical assistance, learning collaboratives, and Community Health Collaborations.
6. The Contractor shall hold regular team meetings and ad hoc discussions with the Subcontractors.
7. The Contractor shall provide requested information to SIM committees in a timely and comprehensive manner. The Contractor shall, on the request of the SIM PMO, provide presentations on the progress of the CCIP initiative and their work with PEs to the Practice Transformation Task Force and Healthcare Innovation Steering Committee.
8. The Contractor shall provide required quarterly, annual and final (at the end of the contract period) reporting in a form and format approved by the SIM PMO. These reports shall include how funds were used, describe project or model progress, and describe any barriers, delays, and measurable outcomes. A final report shall summarize the outcomes of that period and key learnings (Detailed in Section 5F). PEs shall agree to cooperate with any State and Federal evaluations of the model and performance results and provide requested information in a timely way.

Progress Tracking

1. The Contractor shall monitor the progress of PEs and determine whether they are in Good Standing. "Good Standing" shall be defined as making progress towards achieving CCIP standards and continuing to engage in the CCIP initiative as evidenced by participation in scheduled meetings, webinars, transformation activities, and in data collection activities as assessed by the vendor.
2. The Contractor shall work with PEs that are not in Good Standing to develop a plan to return them to a level of full participation.
3. The Contractor shall assess achievement of the standards at the end of the transformation period by means of the post-assessment and on-site validation process (Detailed in Section 5C). The PMO shall use this information as the basis for CCIP Designation.

B. Pre-implementation Planning

1. The Contractor shall develop and maintain an Implementation Package that details its overall approach. All activities the Contractor intends to undertake to achieve the requirements in Sections 5C-5H of this Agreement shall be detailed in the Implementation Package. The Implementation Package shall include:
 - a. **Conceptual Model** for system redesign and description of change strategy and goals. The conceptual model shall be based on the Contractor's combined theoretical approach to change which includes: creating a sense of urgency, organizing guiding teams, creating a shared vision, centralizing communication, creating strategies to encourage providers to work within their full scope of practice, highlighting short-term wins, providing

continual performance feedback, incorporating social learning, and identifying best practices and successes to achieve the CCIP standards.

- b. The Contractor shall detail its change management approach in a manner that places some accountability for transformation on the network and its practices. The Contractor shall describe how it will ensure that each PE has the tools and support it needs to undertake care delivery improvements.
- c. The Contractor shall rely on evidence-based approaches to change management, quality improvement interventions (e.g., Plan-Do-Study-Act, PDSA); building organizational leadership and clinician buy-in and commitment; and learning diffusion.
- d. **Technical Assistance Activities:** The Contractor shall provide technical assistance to each PE over a 15-month period, which may be extended by six (6) months for a total of 21 months. The technical assistance approach shall be described in detail in the Implementation Package, and should include the following:
 - i. Standardized assessment tool (readiness, on-going, post) and process
 - ii. Transformation Planning tool and process
 - iii. Transformation Curriculum content
 - iv. Change tactics and activities that will be undertaken by the Participating Entities and the Contractor
 - v. Tools and interventions that the Contractor will deploy to facilitate the achievement of each standard. Description shall include detail about the type (on-site, webinar, conference call, meetings) and amount of training and technical assistance that will be provided, and the resources that the Contractor will make available to each Participating Entity
 - vi. Approach to engaging the Participating Entities' leadership and change management staff, as well as practices within the network
 - vii. Strategy for ensuring that the Participating Entity is equipped with the tools and strategies to lead the change management process within their organization in a way that is feasible and sustainable
 - viii. Approach to coordination with other transformation initiatives including the identification of other resources and supports that the Participating Entity can leverage in their work to transform
 - ix. Transformation sequence, timetable, and process
 - x. Plan for assessing progress against the standards, quantitative measures of clinical process and outcome, and on-site validation at the conclusion of the transformation period
- e. **Learning Collaborative** Strategy and Activities
- f. **Community Health Collaborative** Strategy and Activities, including an environmental scan, as described in Section E
- g. Project Management and Project Plan
- h. **Evaluation Plan** that details how the Contractor will undertake formative and summative evaluation activities to assess its own performance in each of the major initiatives.

2. The Contractor shall coordinate with the SIM PMO and DSS to propose and undertake adjustments to the Implementation Package for the second wave based on lessons learned and changes to the standards, if any. The Contractor shall work closely with the SIM PMO and DSS to prepare a revised Wave 2 package, which must be approved by the SIM PMO prior to implementation.
3. **Primary care payment model white paper and recommendation:** The Contractor shall prepare by April 30, 2017, a white paper and recommendation regarding primary care payment reform to support the achievement and sustainability of the CCIP standards by PEs. The recommendation must include:
 - a. A comprehensive review of the literature.
 - b. A summary and analysis of primary care payment models that have been implemented in other states/regions, with a description of the approach taken, financial model, challenges encountered, and opportunities.
 - c. Considerations that will impact the feasibility or success of deploying such a reform.
 - d. Stakeholder interviews and/or focus groups including payers, providers and consumers to inform the analysis and recommendations.
 - e. Straw model options for reform including but not limited to:
 - i. services included and not included in comprehensive bundles;
 - ii. practice team composition and activity scenarios (e.g., time spent by which personnel on which activities);
 - iii. Practice revenue models that support various team and activity scenarios;
 - iv. analysis of advantages and disadvantages of straw model options with respect to support for CCIP related capabilities.
 - f. Examination of practice readiness assessment models and examination of the level of readiness and interest among the PEs for such primary care payment reform, and the type of care delivery model/capabilities they can support including at least three practice case studies (including one pediatric practice) showing current practice/revenue model and revenue under straw model options.
 - g. Primary care payment reforms to be considered must include the comprehensive primary care payment, as part of the CMS CPC+ program, and other models identified by the Contractor or designated by the PMO.
 - h. Facilitation of three meetings of the Practice Transformation Taskforce or other designated SIM advisory body and two presentations to the Healthcare Innovation Steering Committee, with the aim of soliciting input and advice on the final recommendations. Such facilitation shall include all material preparation including the development of graphics-rich slide decks to promote understanding and discussion.
 - i. Final report and recommendations and presentation to the Healthcare Innovation Steering Committee.

C. Requirements for Technical Assistance Components

General Requirements

1. The Contractor shall deliver technical assistance and support tailored to the needs of each PE and directly related to the ability of the PE to achieve the CCIP standards.
 - a. The Contractor shall, at a minimum, hold one to two hour quarterly meetings with each PE.
 - b. Other modes of engagement include: synchronous (e.g., live scheduled webinars) and asynchronous (e.g., videos, podcasts, recorded webinars) training and office hours to share best practices. Will also include workflow redesign and staff training, tools, and resources.
 - c. Frequency and content will depend on the results of each PEs gap analysis.
 - d. The Contractor will respond to ad hoc e-mails and phone calls within one business day.
2. The change management methodology shall utilize the latest learning principles
3. The Contractor shall help each PE create a team of champions, often led by the chief clinical officer in the PE who articulates and enforces the vision.
4. The Contractor shall hold a kick-off meeting for the PEs with the leadership of the PEs to discuss the program and obtain buy-in and support.
5. The Contractor shall use established tools and processes to support each PEs individual transformation plan.
6. The Contractor shall also offer established policies and procedures from the Advanced Medical Home pilot, QIN-QIO network, and the TCPI and CMMI initiatives.

Assessment Strategy

1. The Contractor shall develop and deploy comprehensive assessments that will document initial capabilities and gaps while also providing the means to track PEs' progress towards achieving CCIP standards and clinical process and outcome targets. The assessment strategy shall utilize standardized assessment tools to capture:
 - a. Core and elective standards achieved and level of improvement. The Contractor shall develop an approach and criteria to determine how to evaluate progress against each CCIP core and elective standard. The assessment shall be sensitive to progress that reflects limitations in scope and scale, e.g., capabilities that have been achieved by only a subset of practices.
 - b. Quantifiable improvements from baseline on a set of clinical process and outcome measures chosen with the PE (e.g., readmissions, A1C testing or control, care experience). PEs shall be required to track and report quarterly on their chosen measures for each core standard and selected elective standards. These measures shall demonstrate the impact of the CCIP intervention on improving quality of care and care experience across the network. The Contractor shall work with the PEs to select appropriate measures and shall identify a strategy to collect and analyze aggregate results as part of the assessment process.

- c. Progress on a set of quantitative pace indicators related to achieving CCIP standards. The Contractor shall set up a process with the PE to obtain quantitative information on the pace of reform; for example, the number of individuals with complex health needs who have been identified, referred, and received services from a comprehensive care team.
 - d. Progress on milestones and activities identified in the Transformation Plan.
 2. The Contractor shall work with the PEs to develop a timeline for the administration and completion of assessments.
 3. The assessment strategy for each CCIP PE shall include an initial readiness assessment, periodic formative assessments, and a summative post-assessment with on-site validation.

Readiness Assessment

1. The initial readiness assessment shall include a gap analysis that, at a minimum:
 - a. Determines which standards have already been met
 - b. Documents baseline performance on chosen clinical process and outcome measures
 - c. Determines the resource and work flow intensity required by the PE in order to achieve the standards over the 15 month period.
 - d. Assesses the feasibility of fulfilling the core intervention standards over the 15-month support period based on the current state of the organization's capabilities and resources.
 - e. Assesses whether the standards fully align with the needs of the PE and its patient populations.
 - f. Assesses effectiveness of health information technologies, team-based care delivery models, current business models, and related financial and administrative practices.
 - g. Identifies the types of data that are available to each PE to employ risk stratification with their patients and PE capabilities in performing risk stratification.
 - h. Identifies community resources and stakeholders in their communities to address socioeconomic factors that affect their ability to achieve optimal clinical outcomes.
 - i. Assess required partnerships and community resources based on the needs, gaps, and available resources to promote the delivery of integrated person-centered care.
 - j. Assess effectiveness of health information technologies and related technologies for clinical and operational improvement, team-based care delivery models, current business models, and related financial and administrative practices.
2. The Contractor shall utilize the PCMH-A assessment tool to conduct the initial readiness assessment, with supplemental questions to assess any and all portions of the CCIP standards not otherwise addressed by the standard tool.
3. Aggregate data and other information gained from the readiness assessment shall inform the development of Transformation Plans and the curriculum for the learning collaboratives.
4. The Contractor shall begin the readiness assessments once the assessments have been approved by the PMO and agreements with PEs have been signed.

Periodic Formative Assessments

1. The Contractor shall develop a dashboard for each PE based on the outcome of the Readiness Assessment. The dashboard shall be used by the PE, Contractor, and SIM PMO to track progress against project milestones, to monitor progress on designated measures, and to allow for adjustments to interventions and activities. The dashboard shall allow PEs to access information about their status and progress at any time.
2. The Contractor shall engage in on-site validations quarterly with each PE to validate data submitted through the dashboard related to clinical outcomes, engagement in activities related to transformational plans, and all aspects of formative and summative evaluations. The periodic formative assessments shall enable continuous quality improvement by providing actionable information to the PE, the Contractor, and the SIM PMO.
3. The Contractor shall provide a summary of periodic formative assessments to each PE team and an explanation of any recommended changes.

Summative Post-Assessment with On-site Validation

1. The Contractor shall conduct a post-assessment including validation process with an on-site component to confirm whether and to what extent CCIP standards and associated capabilities were achieved by the PE.
2. The validation will include a review of data submitted related to clinical outcomes, engagement in specific activities, and all aspects of the formative and summative evaluations.
3. The on-site validations will occur quarterly for each PE throughout their transformation timeline. Progress will be recorded using the dashboard reporting tool.

Transformation Plan

1. The Contractor shall meet with the leadership of each PE to review program requirements, timelines and implementation process, and to identify other programs that they are participating in to align goals and reduce the level of burden.
2. The Contractor shall work with each PE to develop a Transformation Plan that is customized to their needs, strengths, and priorities. At a minimum, the Transformation Plan shall include the following:
 - a. Vision and Commitment to Change:
 - b. Document the PE's vision and goals based on the results of the readiness assessment.
 - c. Provide written commitments from PE's leadership to work with the Contractor and advance their capabilities to meet CCIP standards.
 - d. Identify the leadership team and other key personnel including titles, roles, and functions in relation to the change management process, qualifications, and time allocated to CCIP.
 - e. Readiness Assessment Results including the gap analysis, assets, priorities, and level of readiness of the PE and its practices.
 - f. Tasks and Activities that the PE will undertake in support of practice transformation including but not limited to:

- i. Management and accountability;
 - ii. Providing quality improvement expertise and support with regard to operational, financial and business process redesign;
 - iii. Providing clinical guidance, expertise, and support within the organization and among affiliated practices to support dissemination;
 - iv. Engaging the affiliated practices and providers and sustaining that engagement throughout the transformation period;
 - v. Preparing protocols for coordination with Intensive Care Management Programs administered by Beacon Health Options and Community Health Network of Connecticut, care coordination services provided by or with the facilitation of the Child Development info-line.
- g. Tasks and Activities that the Contractor will undertake with respect to technical assistance and support, including but not limited to:
 - i. On-site meetings, synchronous training, and asynchronous training
 - ii. Transformation Curriculum content
 - iii. Tools and interventions that the Contractor shall deploy to facilitate the achievement of each standard. Description must include detail about the type and amount of training and technical assistance that will be provided, and the resources that the Contractor shall make available to each PE. Tools may include simple and detailed process flows, project charters requiring buy-in from major stakeholders, Pareto analysis for focus on effort, and PDSA cycle for rapid cycle improvement.
- h. Approach to coordination with other transformation initiatives including the identification of other resources and supports that the PE can leverage in their transformation efforts.
- i. Plan for assisting PEs with risk stratification capabilities, if identified as a gap in the gap analysis
- j. Approach to engaging the PEs' leadership and change management staff, as well as practices within the network
- k. Strategy for ensuring that the PE is equipped with the tools and strategies to lead the change management process within their organization in a way that is feasible and sustainable
- l. Target Populations including summary analysis of issues affecting the populations and the ecosystem in which an organization operates.
- m. Progress Monitoring:
 - i. Document the baseline and targets of chosen clinical process and outcome measures for each core and selected elective standard.
 - ii. Document the milestones, deliverables, pace indicators and associated sequence and timeline, which will lead to the achievement of each core and selected elective standard.
- n. Transformation Sequence and Timetable

3. The Contractor shall develop a comprehensive yet transparent "roadmap" for each PE to provide a clear and focused guide for success.
4. The Contractor and the PE shall prioritize which standards will be implemented first should it be determined that it will not be possible to fulfill all core standards over the 15 months. The PE shall then submit a plan for meeting the remaining standards during an extension period not to exceed six months.
5. The Contractor shall document any accommodations needed based on the gap analysis. The Transformation Plan shall capture this request, justification, and alternative strategy to advance in that capability.
6. The Contractor shall also assist in improving workflow redesign exercises, using affinity mapping and lean process improvement.
7. The Contractor shall utilize an Agile Learning Design approach to assist in the development of the Transformation Plan, which will incorporate an iterative Q1 rapid cycle development methodology.
8. The Contractor shall review each PE's transformation plan progress on a monthly basis and assess the need for course corrections.

D. Learning Collaborative

1. The Contractor shall offer structured peer-to-peer learning support in the form of a Learning Collaborative.
2. The Contractor shall encourage PE participation in the Learning Collaborative in areas where the PE has demonstrated opportunities for improvement in support of their vision and based on CCIP goals.
3. The Contractor shall develop a strategy for bringing necessary subject matter expertise to the Learning Collaborative based on identified needs. The Learning Collaborative Approach, including how networks will be engaged, topics covered, and the types of expertise and resources that will be provided shall be detailed by the vendor in the Implementation Package.
4. The Contractor shall develop the Learning Collaborative Approach to include a range of strategies and differential learning opportunities. The Contractor shall utilize aggregated data from the needs assessments to inform curriculum development for the Learning Collaborative. Approaches may include:
 - a. In-person learning conferences on similar issues for a subset of practices across networks
 - b. Focus groups or affinity groups based on shared commonalities or barriers across the cohort
 - c. Synchronous and Asynchronous trainings utilizing a Learning Management System (LMS) described below
5. The Contractor shall create a centralized center to support communications and analysis, which will be a high-impact communications infrastructure, augmented using push technology components through a Learning Management System (LMS) platform.
6. The Contractor shall utilize the LMS platform to enable the Learning Collaborative. The LMS shall:

- a. Be leveraged from an existing structure through eHealthCT and configured and maintained for the CCIP PEs.
 - b. Allow PEs to configure tailor-made curriculum for ongoing education, based on materials obtained and developed by the learning collaborative.
 - c. Include webinars, PowerPoint and Prezi, voiceovers, podcasts, YouTube-style videos, TED-style videos, and chat sessions.
 - d. Enable peer-to-peer learning through provider-led webinars, moderated forum postings, frequently asked questions, trending posts, and scheduled virtual office-hours.
 - e. Enable the Contractor to: monitor usage to identify weaknesses in understanding, evaluate content, and identify and provide materials on trending topics of importance across PEs.
 - f. Utilize a Role Play feature which will allow users to act out scenarios for critique.
 - g. Highlight short-term wins and successes by indexing stories, which will be in the form of electronic media, short YouTube-style videos, TED-talk style addresses, and frequently asked questions (FAQs) so that users can easily find materials.
 - h. Allow for continual feedback on performance.
7. The Contractor shall evaluate the participation in the LMS platform to validate that learning has occurred and continuously make improvements to increase participation.
 8. The Contractor shall remain flexible and adjust Learning Collaborative content based on the needs of the PEs.

E. Community Health Collaboratives

1. The Contractor shall convene and/or facilitate Community Health Collaboratives for the purpose of developing:
 - a. Consensus protocols to better standardize the linkage to and provision of socio-economic services related to the health needs of patients and care transition coordination among community participants.
 - b. A sustainable plan for collaboration regarding protocol evaluation and improvement.
2. The Contractor shall conduct a scan to enable Community Health Collaborative Planning and Facilitation:
 - a. The PMO shall identify three or four target communities within which the Contractor shall convene and facilitate Community Health Collaboratives.
 - b. The Contractor shall undertake scan of existing health and healthcare related collaborative structures in areas where PEs operate. This scan shall determine whether and how the approach to establishing Community Health Collaboratives can mobilize existing partnerships and resources. This may include stakeholder groups focused on supporting more effective care transitions, reducing readmissions, or addressing social determinant risks. This scan may be undertaken in partnership with the Department of Public Health (DPH) and in collaboration with other state health government stakeholders.

3. The Contractor shall utilize the results of the environmental scan to engage potential participants in the Collaborative such as Local Mental Health Authorities, housing and food assistance providers, community pharmacies, members of the non-profit and faith communities, and other community assets and resources.
4. In the case where an acceptable collaborative already exists the Contractor may serve as a facilitator rather than convener. The Contractor shall work with the existing collaborative to support its efforts and ensure that PEs are actively engaged. In this case, the Contractor shall work with the convener to facilitate a process for establishing consensus protocols.
5. In the case where a collaborative structure does not exist in the target area, the Contractor shall convene such a collaborative. The Contractor shall work closely with the SIM PMO, and relevant local and state agencies, in convening the collaborative. The Contractor shall provide assistance in developing the necessary collaborative agreement and/or memorandum of understanding templates for use by stakeholders to facilitate collaboration.
6. The Contractor shall develop a strategy to encourage Advanced Networks and FQHCs that are operating in the target communities to participate in the collaboratives, whether or not they are participating in PCMH+ and CCIP.
7. The Contractor shall build on their previous work in building "Communities of Care" to anticipate and overcome challenges in effectively convening Community Health Collaboratives.
8. The Contractor shall facilitate and manage the Collaborative process for a period of at least one year, during which the protocols must be completed and implemented. The Contractor shall assist in the creation of a governance board, facilitation of regularly scheduled meetings, the development of a process to create standardized protocols, and the creation of forums to collect community feedback on potential issues and solutions. The Contractor shall assist the collaborative with developing a Continuous Quality Improvement (CQI) strategy to review, analyze and share collaborative-generated data and to use such data as the basis for adjustments to the protocols.
9. The Contractor shall work with the Collaborative to develop a sustainability plan that will include a lead entity identified through the planning process undertaken by the Collaborative.

F. Evaluation

Formative Evaluation

1. The Contractor shall develop a strategy to monitor and evaluate the impact of its technical assistance services.
2. Formative evaluation shall include:
 - a. PE satisfaction with support provided, such as the value provided by the technical assistance components and content, the burden associated with the technical assistance process and how the vendor adjusts to the unique needs of the PE.
 - b. Level of leadership and practice-level participation in technical assistance services (e.g., number of people participated in webinar, frequency of visits to interactive dashboard/website).

3. The Contractor shall aggregate the periodic formative evaluation data and use such data to a) improve performance and b) report to the SIM PMO on the effectiveness of the overall transformation approach.

Final Summative Evaluation

1. The Contractor shall analyze all available information and data to produce a final CCIP Evaluation Report.
2. The Evaluation Report shall include the following:
 - a. Synthesis of all assessment results across PEs.
 - b. Characteristics and processes of PEs that hindered or contributed to achieving CCIP standards and improving the quality of care.
 - c. Barriers PEs encountered and effective mitigation techniques.
 - d. CCIP standards that were particularly difficult to achieve and why.
 - e. Successes, barriers and challenges with respect to the Learning Collaborative and Community Health Collaboratives.
 - f. Lessons learned and recommendations for future care delivery transformation efforts.
 - g. Aggregation and synthesis of formative evaluation data reflecting satisfaction with Contractor services and overall performance.
 - h. Recommendations for state or municipal policy changes that could support advancements in care delivery.

G. Subcontractor Roles

1. Community e-Consult Network (CeCN) shall:
 - a. Provide applied telehealth integration expertise for the CCIP e-consult elective standard.
 - b. Provide technical assistance to PEs to integrate eConsults into referral processes:
 - c. Produce educational information and a detailed overview of the eConsult concept via webinar and in-person presentations.
 - d. Assist the Contractor in the administration of a detailed practice needs assessment, including a thorough evaluation of technological capacity, referral workflow, and specialty needs.
 - e. Conduct sessions with PEs to design new referral processes and train staff
 - f. Implement data reporting processes, quality assurance processes, billing, coding, and referral processes
 - g. Assist in the development of supplementary questions to the PCMH-A to assess PE needs specific to e-Consults.
2. UConn School of Dental Medicine (SODM) shall:
 - a. Provide expertise for the CCIP Oral Health Integration elective standard.

- b. Directly support the technical assistance and learning collaboratives for the Oral Health Integration elective standard.
 - c. Assist in the development of supplementary questions to the PCMH-A to assess PE needs specific to Oral Health Integration.
 3. Health & Equity, LLC shall:
 - a. Provide subject matter expertise for the CCIP Health Equity Improvement Core Standard.
 - b. Utilize their five-step model of change- Commitment, Assessment, Selection, Implementation, and Evaluation – to support the technical assistance and learning collaboratives for the Health Equity Improvement Core Standard.
 - c. Examine demographic data collected by PEs, including categories used and method of collection, and assist PEs in establishing processes to collect more descriptive demographic data in order to inform targeted health disparities interventions.
 - d. Assist in a workforce analysis to compare demographics of patients with the demographics of employees.
 - e. Assist in the development of supplementary questions to the PCMH-A to assess PE needs specific to Health Equity Improvement.
 4. eHealthConnecticut (eHCT) shall:
 - a. Provide subject matter expertise on technology related to interoperability and technology-related matters, including predictive modeling software and risk stratification software options and recommendations.
 - b. Provide support to the overall CCIP program with infrastructure and delivery of technical assistance through the use of the LMS.
 - c. Assist in the development of supplementary questions to the PCMH-A to assess PE needs specific to risk stratification.
 5. Advanced Behavioral Health, Inc. shall:
 - a. Provide primary subject matter expertise for the CCIP behavioral health integration core standard and assist with other CCIP core standards.
 - b. Provide the knowledge base to ensure that CCIP PEs have the capabilities to support individuals with complex health care needs, identify and reduce health equity gaps, better identify individuals with behavioral health needs, and will assist PEs to more effectively integrate behavioral health services in a primary care setting.
 - c. Plan education and engagement activities for the behavioral health integration core component, including opportunities for peer learning and supports through the Learning Collaborative.
 - d. Assist in the development of supplementary questions to the PCMH-A to assess PE needs specific to Behavioral Health Integration.
 6. Connecticut Pharmacists Association (CPA) shall:
 - a. Provide subject matter expertise for the CCIP comprehensive medication management (CMM) elective standard.

- b. Review processes and assist in identifying the PE populations that can most benefit from CMM.
- c. Develop protocols and support incorporation of CMM into PE best practices.
- d. Assist in the development of supplementary questions to the PCMH-A to assess PE needs specific to CMM.

H. Designated Technical Assistance Partners

1. The Contractor shall make best efforts to work with SIM PMO designated technical assistance partners regarding subject matter expertise and technical assistance strategy, and, at the discretion of the Contractor, the direction provision of technical assistance as a supplement to the Contractor's team.
2. The **Child Health and Development Institute (CHDI)** shall be the designated partner in support of pediatric care coordination including the use of the Child Development Infoline, and DPH Children and Youth with Special Health Care Needs Care Coordinator Centers. CHDI may:
 - a. Provide subject matter expertise for the CCIP Comprehensive Care Management standard and its application to pediatric practices.
 - b. Develop protocols related to care coordination including the use of the Child Development Infoline and DPH Children and Youth with Special Health Care Needs Care Coordinator Centers and their care coordination collaboratives.
 - c. Assist in the development of supplementary questions to the PCMH-A to assess PE needs specific to pediatric care coordination.
3. **UConn Health, Area Health Education Center** and its subcontractors shall be the designated partner in support of the integration of Community Health Workers as it pertains to the Comprehensive Care Management and Health Equity Standards, and overall use of CHWs. UConn Health may:
 - a. Provide subject matter expertise for the CCIP Comprehensive Care Management and Health Equity Standards as they pertain to the integration of Community Health Workers.
 - b. Review processes for, and assist in identifying the PE populations that can most benefit from the services of Community Health Workers.
 - c. Develop protocols and support incorporation of Community Health Workers into PE best practices.
 - d. Develop or provide access to training resources for Community Health Workers and other providers in the care team.
 - e. Assist in the development of supplementary questions to the PCMH-A to assess PE needs specific to the integration of Community Health Workers.
4. The SIM PMO shall be available as needed to facilitate the collaboration between the Contractor and the above designated technical assistance partners.
5. The Contractor shall provide feedback to the designated technical assistance partners on a quarterly basis on the effectiveness of the support provided and use PE assessments to guide the development of additional materials.

6. The Contractor shall retain accountability for all areas of CCIP technical assistance, including those areas for which the SIM PMO has designated technical assistance partners.

I. Project Timeline

1. The administration of the Contract shall be governed by the following timeline of activities, milestones, and completion dates.
2. Initiation and completion dates may be adjusted by written mutual agreement of the Contractor and the SIM PMO.

Transformation Period	Initiation	Completion	Lead
Wave 1	12/15/16	6/30/18	
Meet with PMO to create evaluation plan	12/15/16	12/30/16	
Modify and finalize implementation package, including current needs assessment, curriculum, plan for meeting with PE leaders, plan for TA and LCs (MILESTONE)	12/15/16	1/31/17	Consultant
Environ. scan for Community Health Collaboratives (CHCs) (when selected) (MILESTONE)	1/15/17	2/15/17	Bus. Analyst
Onboarding, conduct and analyze needs assessment for each PE and meet with leadership	1/30/17	2/29/17	
Create transformation plan with each PE (including evaluation plan)	2/1/17	3/31/17	
Implement comprehensive change management strategy, including TA, with each PE (MILESTONE)	2/1/17	4/30/18	Consultant, Project Coordinator
Create plan for provision of LCs (ongoing process)	1/1/17	1/31/17	
Conduct learning collaborative (includes office hours and FAQs) (MILESTONE)	3/1/17	4/30/18	Project Manager
Analyze environ. scan/ recruit stakeholders/ create plan with CHCs	1/30/17	2/29/17	
Convene and facilitate CHCs (MILESTONE)	4/1/17	4/30/18	Project Director
Post Assessment and Validation Process (MILESTONE)	4/1/18	6/30/18	Project Manager
Wave 2	1/1/18	3/31/19	
Meet with DSS and SIM PMO to propose adjustments for Wave 2 based on Wave 1 (MILESTONE)	10/1/17	11/30/17	Project Director
Modify implementation package, including current needs assessment, curriculum, plan for meeting with PE leaders, plan for TA and LCs	10/1/17	12/1/17	Consultant
Onboarding, conduct and analyze needs assessment for each PE and meet with leadership	12/1/17	1/15/18	
Create transformation plan with each PE (including	12/15/18	1/15/18	

eval. plan)			
Implement comprehensive change management strategy, including TA, with each PE (MILESTONE)	1/1/18	3/31/19	Consultant, Project Coordinator
Modify plan for provision of LCs	10/1/17	12/1/17	
Conduct learning collaborative (includes office hours, and FAQs) (MILESTONE)	1/1/18	3/31/19	Project Manager
Analyze environ. scan/ recruit stakeholders/ create plan with CHCs	12/15/17	1/30/17	
Convene and facilitate CHCs (MILESTONE)	1/1/18	3/31/19	Project Director
Post Assmt. and Validation Process (MILESTONE)	4/1/19	6/30/19	Project Manager
Summative evaluation and analysis (MILESTONE)	3/31/19	9/30/19	Project Manager
CCIP Post-Implementation Analysis report due (MILESTONE)	9/30/19	9/30/19	Project Manager

SECTION 7 COST AND SCHEDULE OF PAYMENTS

A. Payment Provisions

1. The Contractor shall bill according to the fee schedule shown in **Table 1**. The Contractor shall bill for each individual assigned to the engagement based on hours worked. Contractor and subcontractor personnel substitutions shall be permitted with advance written authorization of the SIM PMO and documentation supporting the position title and hourly rate.
2. The Contractor shall bill for each Subcontractor according to the fee schedule shown in Table 1. The Contractor shall bill for each individual assigned to the engagement based on hours worked.
3. The Contractor's standard hourly rates exclude expenses for travel and supplies. Travel and supply expenses will be billed at cost as detailed below. The rates included in Table 1 are the rates effective for the scope of work as detailed in Section 5, Specification of Services.
4. The State shall pay the Contractor a total sum not to exceed \$3,251,224 for services performed under this Agreement, including direct expenses incurred by the Contractor. The Contract maximum for the period ending 9/27/17 shall not exceed \$1,248,973, for the period ending 9/27/18 shall not exceed \$1,055,458, and for the period ending 9/27/19 shall not exceed \$946,793.
5. Expenses may not exceed 3% of the total amount of fees and expenses invoiced over the term of this Agreement. During the course of this Agreement the Contractor may increase or decrease the resources assigned from the projections listed in Table 1 in order to accomplish the scope of work within the total not to exceed amount.
6. The Contractor shall be responsible for completing the Scope of Work as detailed in Section 5 within the not to exceed amount. If the not to exceed amount is reached prior to the end of the contract term and completion of all deliverables, the Contractor shall remain responsible for completing the Scope of Work within the contract period. The State shall not be responsible for additional expenses incurred.
7. The Contractor shall be compensated for fees based upon work performed, documented, and accepted by the State.
8. The SIM PMO will evaluate the Contractor's success in achieving the negotiated targets and milestones contained in this contract. The SIM PMO reserves the right to eliminate the Wave 2 scope and funding if the Contractor's performance is unsatisfactory.
9. Expenditures under this contract are contingent on the availability of federal funds.

B. Invoicing

1. Detailed invoices shall be prepared and submitted monthly or upon completion of the specified services. Invoices shall, at a minimum, include:
 - a. Contractor name
 - b. Contract Number

- c. Contractor's Federal Employer Identification Number
 - d. Billing period
 - e. Itemization of direct expenses by line item
2. The Contractor shall invoice for the following:
 - a. Total professional fees, less a 10% withhold, and
 - b. Direct expenses for the billing period.
3. Invoices for deliverables shall include identification of the deliverables; if printed material, a copy of the deliverable; and the date that the deliverable was provided to the State.
4. Invoices for services for each individual shall include:
 - a. Name and title
 - b. Dates worked
 - c. Number of hours for the month
 - d. Contracted hourly rate
 - e. Total cost for the work during the billing period
5. Invoices shall be accompanied by a narrative summarizing work performed by the Contractor and Subcontractors during the month invoiced as it pertains to the contract scope.
6. Invoices for expenses shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation or if no documentation is available, a detailed accounting of the computation used to determine the reimbursable cost for all expenses, as evidence of the actual cost of such expenses. Such expenses may include, but are not limited to:
 - a. **Travel expenses** shall be billed at GSA approved rates. The Contractor shall provide receipts or, in the case of mileage reimbursement, documentation of travel destination, distance travelled, and dates of travel. The Contractor shall provide receipts or, in the case of mileage reimbursement, documentation of travel destination, distance traveled, and dates of travel.
 - b. **Office expenses** such as, phone calls, copying, postage and package delivery incurred in connection with the service pertaining to this Agreement.
7. The State shall reimburse the Contractor for all approved expenses within 30 days of submission of the invoice with acceptable documentation.
8. The Contractor shall submit within 30 days of the end of the project period all outstanding deliverables as specified above. The State shall review and take action within 30 days of receipt of a deliverable or the deliverable shall be considered accepted as submitted.
9. 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, the release of funds has been authorized by CMMI and approved by OPM and the Attorney General of the State.

Withhold

1. The 10% withhold shall be paid in two parts:
 - a. On a quarterly basis, the Contractor shall invoice for 5% of the withhold for the quarter.
 - b. Upon completion of the Scope of Work as detailed in Section 5, the State shall determine that all deliverables have been sufficiently met for release of the balance of the withhold.
2. The State shall pay the Contractor the Quarterly Withhold payment and the Final Withhold payment within 30 days of the Contractor's satisfactory demonstration of the completion of work for the applicable period as specified in Section 5 Specification of Services.

Table 1. Contractor and Subcontractor Projected Hours and Rates

Contractor/ Subcontractor	Position Title	PY1 Hourly Rate	PY2 Hourly Rate	PY3 Hourly Rate	PY1 Hou rs	PY2 Hours	PY3 Hours	PY1 Budget	PY2 Budget	PY3 Budget	Total
Qualidigm											
Elwell, Anne	Project Director	\$ 194.00	\$199.82	\$ 205.81	650	520	520	126,100	103,906	107,021	337,028
	Health System Project SME	\$ 194.00			85			16,490			16,490
Keivey-Albert, Michele	Project Manager	\$ 137.00	\$141.11	\$ 145.34	820	812	800	112,340	114,581	116,272	343,193
	Health System Project Manager	\$ 137.00			20			2,740			2,740
Rose Stamilio	Outreach Coordinator	\$ 107.00	\$110.21	\$ 113.52	620	940	940	66,340	103,597	106,709	276,646
Dancause, Abigail	Outreach Coordinator	\$ 77.00	\$ 79.31	\$ 81.69	988	894	894	76,076	70,903	73,031	220,010
Edlund, Erika	Project Assistant	\$ 55.00	\$ 56.65	\$ 58.35	988	1288	1288	54,340	72,965	75,155	202,460
	Health System Project Assistant	\$ 55.00			67			3,685			3,685
Shih-Yieh Ho	Data Analyst	\$ 141.00	\$145.23	\$ 149.59	60	60	48	8,460	8,714	7,180	24,354
Timothy Elwell	Health System Project Consultant	\$ 287.00			88			25,256			25,256
Janine Hewitt	Health System Project Admin	\$ 61.00			10			610			610
Julia Grabowski	Health System Project Coordinator	\$ 110.00			40			4,400			4,400
Subtotal Consultant Fees- Health Systems Project								53,181			53,181
Subtotal Consultant Professional Fees								496,837	474,667	485,368	1,456,872
SUBCONTRACTORS											
Health Equity, LLC											

Catherine Wagner	Health Equity SME Consultant	125.85	125.85	125.85	940	780	620	118,299	98,163	78,027	294,489
Advanced Behavioral Health											
Sam Moy, PhD	Project Director	122.75	122.75	122.75	130	96	96	15,976	11,838	11,838	39,652
Deborah O'Coin	Project Manager	98.38	98.38	98.38	71	53	53	6,997	5,185	5,185	17,366
Travis Barker	Outreach Coordinator	62.28	62.28	62.28	185	137	137	11,545	8,555	8,555	28,654
Amy Miller	Outreach Coordinator	61.44	61.44	61.44	144	107	107	8,863	6,567	6,567	21,997
Integration Specialist	Integration Specialist	57.83	57.83	57.83	126 0	934	934	72,884	54,006	54,006	180,896
UCONN School of Dentistry											
Roderick McNeil, DDS	Oral Health SME Consultant	151.02	151.02	151.02	600	567	233	90,612	85,628	35,188	211,428
CeCN											
Daren Anderson, MD	Project Director	151.47	151.47	151.47	88	90	92	13,308	13,629	13,958	40,895
Amy Taylor	Project Manager	117.05	117.05	117.05	316	324	332	37,019	37,912	38,826	113,756
Patti Feeney	Quality Improvement Trainer	73.55	73.55	73.55	143	147	150	10,538	10,792	11,052	32,383
Jose Vilagra	Quality Improvement Specialist	78.03	78.03	78.03	88	90	92	6,854	7,019	7,188	21,061
CT Pharmacist Association											
Marghie Giuliano, RPh	Project Manager	125.85	125.85	125.85	206	194	80	25,888	24,464	10,053	60,405
Project Coordinator	Project Coordinator	110.74	110.74	110.74	273	258	106	30,201	28,540	11,728	70,469
Outreach coordinator	Outreach Coordinator	100.68	100.68	100.68	343	324	133	34,514	32,616	13,403	80,533
eHealthCT											
Steve Ruth	LMS SME	151.02	151.02	151.02	231	204	204	34,950	30,860	30,860	96,671

HIT Specialist	HIT SME	151.02	151.02	151.02	709	626	626	107,009	94,487	94,487	295,982
Health Systems Consultants											
Payer Expert 1	Payer Expert 1	175			150			26,250			26,250
Payer Expert 2	Payer Expert 2	175			270			47,250			47,250
Payer Expert 3	Payer Expert 3	150			120			18,000			18,000
Subtotal of Health Systems Subcontractors								91,500			91,500
Subtotal Subcontractor Professional Fees								716,956	550,261	430,920	1,698,138
Total Professional Fees						-	-	1,213,793	1,024,928	916,288	3,155,010

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 8 OTHER TERMS & 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/doi/cwp/view.asp?a=1245&q=253968><http://www.ct.gov/doi/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:

9. (1) A security policy for employees related to the storage, access and transportation of data containing Personal Information;
 10. (2) Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
 11. (3) A process for reviewing policies and security measures at least annually;
 12. (4) Creating secure access controls to Personal Information, including but not limited to passwords; and
 13. (5) Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.
14. (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.

15. (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.
 16. (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.
17. (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.
18. (1) The CONTRACTOR shall comply with requests for documentation deemed to be appropriate by the AGENCY in considering whether to consent to such assignment.
19. (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.
- 20. (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.
- 21. (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.
- 22. (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.

23. 7. Transition after Termination or Expiration of Contract.

24. (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.
25. (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.
26. (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.
27. (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.
28. (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

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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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

Page 2 of 2

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

I, Timothy M. Elwell agree to accept the Mandatory Terms and Conditions and all other terms and conditions as set forth in the CCIP Transformation Vendor Request for Proposals.



Signature

President/ CEO

Title

8-16-2016

Date



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:**

_____ Consultant's Name and Title		_____ Name of Firm (if applicable)
_____ Start Date	_____ End Date	_____ Cost
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.

Alba Chaudhri [Signature] 8-16-2016
 Printed Name of Bidder or Contractor Signature of Principal or Key Personnel Date

Timothy M. Keenan _____
 Printed Name (of above) Awarding State Agency

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

Marisa A. Donza
 Commissioner of the Superior Court
 or Notary Public
March 31, 2020
 My Commission Expires

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>

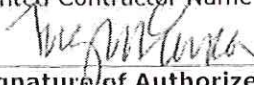
Lawful Campaign Contributions to Candidates for the General Assembly:

<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

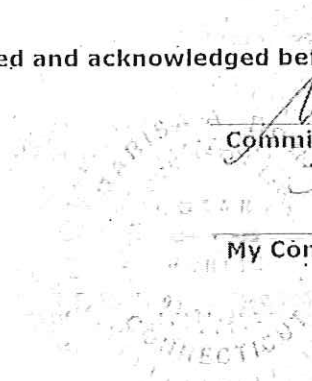
Timothy M. Elwell, PhD, MBA

Printed Name of Authorized Official

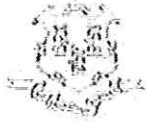
Subscribed and acknowledged before me this 16 day of August, 2016

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

March 31, 2020
My Commission Expires



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



STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

<i>Timothy M. Elwell</i>	August 16, 2016		
Signature	Date		
Timothy M. Elwell	President/ CEO		
Printed Name	Title		
Connecticut Peer Review Organization, Inc. d/b/a/ Qualidigm			
Firm or Corporation (if applicable)			
1290 Silas Deane Highway, Ste. 4A	Wethersfield	CT	06109
Street Address	City	State	Zip

Awarding State Agency



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: Connecticut Peer Review Organization, Inc. d/b/a Qualidigm

INSTRUCTIONS:

CHECK ONE: [X] Initial Certification. [] Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- [X] Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
[] Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
2) "Respondent" means the person whose name is set forth at the beginning of this form; and
3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- [] Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
[] Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this ___ day of ___, 20__.

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 President / CEO of Connecticut Peer Review Org., Inc. 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 Connecticut Peer Review Org., Inc. and that Connecticut Peer Review Org., Inc.
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. Brown
Printed Name

Sworn and subscribed to before me on this 6 day of December 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
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