

To: Matthew Budzik
Assistant Attorney General

From: Mark Schaefer
Director of Healthcare Innovation

Date: 03/31/2017

Re: Contract Approval Request

Attached for your Office's review and approval is a contract between the Office of the Healthcare Advocate ("Agency") and Northeast Medical Group, Inc. in the amount of \$493,636.

The contract contains the following items, as applicable:

1. Dated signature of the parties involved, at page 48.
2. Reference to the Agency's statutory authority to contract, at page 49.
3. If the contractor is a governmental entity from outside of Connecticut, reference to the contractor's statutory authority to contract, at page _____. N/A
4. Audit clause for State grants (§7-396a), at page 23. N/A
5. Whistleblower provision, if value of contract \geq \$5MM (§4-61dd), at page 36. N/A
6. Public records provision, if contract exceeds \$2.5MM (§1-218), at page _____. N/A
7. Provision making Connecticut law applicable and making the State of Connecticut the venue, at page 26. If omitted or changed, attached is Agency's memo with appropriate justification.
8. Provision allowing termination "in the best interests of the state" (for convenience), at page 31. If omitted or changed, attached is Agency's memo with appropriate justification.
9. Provision concerning tangible personal property (§12-411b), at page 25. N/A
10. Provision obligating contractor to indemnify and hold harmless the State, at page 25. If omitted or changed, attached is Agency's memo with appropriate justification.
11. Provision declaring the non-waiver of State's immunity, at page 26. If omitted or changed, attached is Agency's memo with appropriate justification.
12. Provision concerning State Ethics Commission's summary of ethics laws (§1-101qq), at page _____. N/A
13. Provision concerning audit and inspection of plants, places of business and records (§4e-29 and §4e-30), at page 21. Not applicable to contracts with political subdivisions. N/A
14. Provision concerning accountability, transparency and results based outcomes (§4e-14), at page 19.
15. Provision concerning campaign contribution restrictions if contract value \geq \$50K or if value of all of contractor's contracts \geq \$100K in calendar year (OPM Requirement), at page 52. N/A
16. Provision concerning protection of confidential information (administrative requirement), at page 27. If omitted or changed, attached is a written authorization from OPM. N/A
17. Payment schedule or statement of payment, at page 17.
18. Provision concerning Executive Order Nos. 3, 14, 16 and 17, at page 28. If omitted or changed, attached is a written authorization from the Governor's Office.
19. Nondiscrimination provisions (§4a-60 and §4a-60a), at page 50. If omitted or changed, attached is a written authorization from CHRO. Political subdivisions, quasi-publics and other government entities are statutorily exempt. N/A
20. Provision concerning HIPAA, at page 32. N/A

In addition, the following accompany the contract:

21. All exhibits and other attachments. N/A
22. Copy of original contract if the contract submitted is an amendment. N/A
23. Copies of all prior amendments to the original contract. N/A
24. For transactions to be recorded on land records (deeds, etc.) only, proof of authorization to enter into contracts. N/A (no document is being recorded)
- a. N/A (Contractor is an individual or sole proprietorship; i.e., not a legally organized entity);
If applicable, all of (b) – (e) are required:
- b. specifically states that the contractor entity itself may enter into contracts;
- c. specifically authorizes the signer to execute the contract on contractor entity's behalf;
- d. document containing the authorizations is dated less than 1 year ago; and
- e. incumbency certificate, or incumbency statement in officer's certificate, is dated within 30 days of contractor's contract execution.

For municipalities, only need town clerk's certificate indicating that the signer holds the stated office and has authority to sign contracts. Check here if applicable:

25. Waivers of the competitive procurement requirements. N/A
- a. DAS waiver if contract cost is <\$50K (§4a-58(b)). N/A
- b. Standardization Committee approval if contract cost is >\$50K (§4a-58(b)). N/A
- c. OPM waiver if the contract is a PSA and the cost is >\$20K (§§4-215 & 216). N/A
- d. State Contracting Standards Board waiver if contract cost is ≤\$10K and involves minor, nonrecurring or emergency purchase (§4e-21(c)). N/A
26. OPM approval if PSA or PSA amendment (refer to §§4-216 & 219). N/A
27. DAS written determination for contract extension (§4a-59a). N/A
28. DAS Personal Service Agreement Certificate if PSA for individual. N/A

I am duly authorized to confirm, and have verified, that:

29. Check **ONLY ONE** of the following 3 boxes, whichever is applicable, (Comptroller's requirement):
- a. This contract does not involve a change in name of the contractor or an assignment to a different contractor, **OR**
- b. This contract involves a change in the name of the contractor and the contractor's FEIN remains the same; **OR**
- c. This contract involves an assignment and assumption. A different contractor entity, with a new FEIN, will perform and the Agency and contractor have followed the assignment and assumption procedures set forth in the State Accounting Manual published by the State's Comptroller's Office.
30. If this contract is a privatization contract that is subject to §4e-16(a), then the Agency has received the business case approval from the State Contracting Standards Board. N/A

31. If this contract is a privatization contract that is not subject to §4e-16(a), but is subject to §4e-16(p), then the Agency has conducted the cost-effectiveness evaluation and has received the OPM verification required under §4e-16(p). N/A

I am duly authorized to confirm, and have verified, that the contractor and Agency have completed the following applicable forms fully in accordance with their terms and that the contractor has uploaded its forms to BizNet:

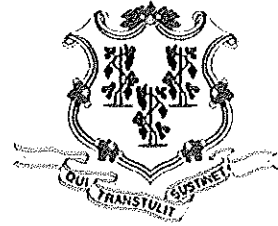
32. Contractor Nondiscrimination Certification. N/A
33. Iran Certification (§4e-16).
34. Gift and Campaign Contribution Certification (§4-252, §9-612 and Executive Order 1). Not required if contract is for a grant or loan. N/A
- a. initial certification, dated no later than date of contract signing (OPM Ethics Form 1). N/A
- b. 12-month anniversary update (OPM Ethics Form 1—a requirement if multi-year contract \geq \$50K. Also applies if $<$ \$50K, but the contract is an amendment and its value raises the total value of entire contract to \geq \$50K). N/A
35. Agency Certification if contract value is \geq \$50K (OPM Ethics Form 3) (§4-252). N/A
36. Consulting Agreement Affidavit dated PRIOR TO the date that the Agency executes the contract, or dated not later than the date that the Agency executes the contract if a sole source award. Applicable if contract value is \geq \$50K (OPM Ethics Form 5) (§4a-81). N/A
37. Affirmation of Receipt of State Ethics Laws Summary from contractor and subcontractors dated PRIOR TO date of contract signing, or dated not later than contract signing if sole source award. Applicable if contract cost is $>$ \$500,000 (§1-101qq) (OPM Ethics Form 6). N/A

In addition, I am duly authorized to confirm, and have verified, that the contract DOES NOT include any provisions which:

38. Incorporate into the contract additional terms and conditions that are found on a non-State website.
39. Permit the filing of liens against the State.
40. Obligate the State to indemnify or hold harmless the contractor.
41. Make the State subject to binding arbitration.
42. Waive or modify the implied warranties of fitness or merchantability. If waived or modified, attached is Agency's memo with appropriate justification.
43. Indicate that the contract has expired or terminated.

COMMENTS:

Revision of May 2015



Original Contract Number: 17SIM0002
Amendment Number:
Maximum Contract Value: \$493,636
CONTRACTOR Contact Person and Telephone:
Catherine Dangremond, 203-789-4169
Purchase of Service (POS): Effective Upon Execution

STATE OF CONNECTICUT
OFFICE OF THE HEALTHCARE ADVOCATE
STATE INNOVATION MODEL PROGRAM MANAGEMENT OFFICE
COMMUNITY & CLINICAL INTEGRATION PROGRAM (CCIP)
PARTICIPATING ENTITY CONTRACT

CONTRACT SUMMARY

This contract is entered into by and between The STATE of Connecticut Office of the Healthcare Advocate, STATE Innovation Model Program Management Office (hereinafter referred to as the "State" or "OHA"), located at 450 Capitol Avenue, Hartford, CT 06106 and Northeast Medical Group, Inc. located at 99 Hawley Lane, Stratford, CT 06614, with an FEIN Number of 06-1330992 (hereinafter referred to as the "Contractor").

The STATE and the CONTRACTOR agree to the following:

Term of Contract	Upon Signature through September 30, 2018
Statutory Authority	The STATE is authorized to enter into this contract pursuant to § 17a – 22a of the Connecticut General Statutes.
Set-Aside Status	CONTRACTOR <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside CONTRACTOR pursuant to § 32-9e of the Connecticut General Statutes.
Effective Date	This contract shall become effective only as of the date of signature by the States' authorized official(s) and, where applicable, the date of approval by the Attorney General. Upon execution, this contract shall be deemed effective for the entire Term specified above.

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A. GENERAL

A.1 Overview

A.1.1 This Purchase of Services Agreement (hereinafter referred to as "Agreement" or "Contract") 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 Northeast Medical Group, Inc., an Advanced Network having its principal offices at 99 Hawley Lane, Stratford, CT 06614 (hereinafter "Contractor"). The parties agree to the commitments and provisions specified in this Agreement.

B. CONTRACT PERIOD AND DEFINITIONS

B.1 Contract Period

This Agreement shall commence as of the date this Agreement is fully executed by the parties hereto and the duties of the STATE and the CONTRACTOR as set forth in Sections E and F of this Agreement shall be completed by June 15, 2018 and validated by September 15, 2018 (hereinafter "end date") unless amended.

B.2 Definitions

B.2.1 "**Agency**" means the Office of the Healthcare Advocate or its Agents

B.2.2 "**Community and Clinical Integration Program**" or "CCIP" shall mean the program established by the STATE to help providers achieve capabilities necessary to effectively support individuals with complex health care needs, identify and reduce health equity gaps, and 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.

B.2.3 "**Confidential Information**" means any data or information that the STATE or its representatives provide to the 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 documents prepared by the 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

B.2.4 "**Contractor**" means Northeast Medical Group, Inc. which shall act as the lead entity of the NEMG Advanced Network (NEMG-AN) on behalf of itself and its partner, Yale Internal Medicine Associates. For purposes of this Agreement, "NEMG-AN" shall be defined to mean those Contractor primary care practice sites that are PCMH certified and the Yale Internal Medicine Associates primary care practice site.

B.2.5 "**Advanced Network**" means independent practice associations, large medical groups, clinically integrated networks, or integrated delivery system organizations that have

entered into shared savings plan (SSP) arrangements with at least one payer. This definition includes entities designated as Accountable Care Organizations for the purpose of participating in Medicare's SSP.

- B.2.6 **"CCIP Participating Entity" or "Participating Entity"** means an organization that has entered into an agreement to receive CCIP technical assistance services.
- B.2.7 **"CCIP Standards"** means the program requirements established by the STATE, as amended from time to time, and includes associated elements, criteria, and details.
- B.2.8 **"CCIP Transformation Award" or "Transformation Award"** means the funding the CONTRACTOR has received from the STATE to support Participating Entities in meeting the CCIP Standards.
- B.2.9 **"CCIP Transformation Vendor" or "CCIP Vendor"** means the State's contractor responsible for providing technical assistance and learning collaborative support to CCIP Participating Entities on behalf of the State. The STATE has contracted with Qualidigm to serve as the STATE's CCIP Transformation Vendor.
- B.2.10 **"Community Health Collaborative"** means multi-sector groups currently existing in the CONTRACTOR's region or organized in the region by the CCIP Transformation vendor in which the CONTRACTOR will participate. Community Health Collaboratives will promote coordination between clinical and community organizations and the development of shared protocols for linking community resources with clinical service providers
- B.2.11 **"Connecticut STATE Innovation Model" or "CT SIM"** means the innovative health care payment and service delivery models outlined in the Center for Medicare & Medicaid Innovation (CMMI) approved Operational Plan for which CMMI is providing funding and technical assistance under a Cooperative Agreement with the STATE. The goal of CT SIM is to establish a whole person centered health care system that improves community health and eliminates health inequities; ensures superior access, quality, and care experience; empowers individuals to actively participate in their health and healthcare; and improves affordability by reducing healthcare costs.
- B.2.12 **"Federally Qualified Health Center"** means an entity that meets the definition of an FQHC in section 1905(l)(2)(B) of the Social Security Act and meets all requirements of the HRSA Health Center Program, including both organizations receiving grants under Section 330 of the Public Health Service Act and also FQHC Look-Alikes, which are organizations that meet all of the requirements of an FQHC but do not receive funding from the HRSA Health Center Program.
- B.2.13 **"Good standing"** means the status of a CONTRACTOR that continues to make reasonable effort to progress towards achieving CCIP standards and continues to engage in the CCIP initiative as evidenced by participation in scheduled meetings, webinars, transformation activities, technical assistance, and in data collection and reporting activities as assessed by the CCIP Transformation Vendor.
- B.2.14 **"Learning Collaborative"** means a community of CCIP Participating Entities established for the purpose of fostering continuous individual and group learning opportunities to

address care delivery gaps, sharing peer-to-peer expertise among participating practices, hosting site visits, serving as presenters on selected topics, exchanging tools (e.g., policies, workflows, forms, templates) and experiences among participating entities, and motivating each other to accomplish work between meetings of the community.

B.2.15 **“Person-Centered Medical Home Plus (PCMH+)”** means an upside-only shared savings initiative for Medicaid providers and beneficiaries established by the Department of Social Services. The goal of this program is to build on successful Intensive Care Management and PCMH initiatives to improve health and satisfaction outcomes for individuals currently served by FQHCs and Advanced Networks. The name of the program was changed from MQISSP to PCMH+ in 2016.

B.2.16 **“SIM Program Management Office” or “PMO”** means that office within the Office of the Healthcare Advocate (OHA) that is responsible for the administration of the Connecticut STATE Innovation Model initiative.

B.2.17 **“State”** means the Office of the Healthcare Advocate or its agents.

B.2.18 **“Technical Assistance”** means those services and supports to be provided during the contract period by the STATE for the purpose of assisting CCIP Participating Entities in achieving CCIP standards.

B.2.19 **“Transformation Plan”** Individualized plan customized to the needs, strengths, and priorities of the CCIP Participating Entity (PE). The Transformation Plan will include the PE’s vision and commitment to change, readiness assessment results, tasks and activities that the PE will undertake in support of practice transformation, tasks and activities the vendor will undertake, target populations, and a strategy for progress monitoring.

B.3 Acronyms

AN	Advanced Network
CCIP	Clinical & Community Integration Program
CHW	Community Health Worker
CMMI	Center for Medicare & Medicaid Innovations
CMS	Centers for Medicare and Medicaid Services
CT	Connecticut
DSS	Department of Social Services
FQHC	Federally Qualified Health Center
HIT	Health Information Technology
HRSA	Health Resources and Services Administration
ICM	Intensive Care Management
MQISSP	Medicaid Quality Improvement & Shared Savings Program (now PCMH+)
PCMH+	Person Centered Medical Home Plus
PCMH	Person Centered Medical Home
PMO	Program Management Office (SIM)
POS	Purchase of Services agreement
PY1	Performance Year 1
PY2	Performance Year 2
SIM	STATE Innovation Model

SSP Shared Savings Program

C. CANCELLATION PROVISION

This Agreement may be canceled by either party upon 60 days written notice delivered by certified mail. Cancellation may jeopardize the Contractor's participation in PCMH+.

D. 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: 99 Hawley Lane
Stratford, CT 06614

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

E. SCOPE OF WORK: COMMUNITY & CLINICAL INTEGRATION PROGRAM (CCIP)

E.1 Assign and Maintain Key Personnel and Leadership Team

E.1.1 The CONTRACTOR shall identify and deploy a committed leadership team that will steward the CCIP change process; assume accountability for CCIP activities, milestones, and improvement targets; and engage with the CCIP Transformation Vendor on an agreed-upon schedule as set forth in the Transformation Plan.

E.1.2 The CONTRACTOR shall designate a key person(s) who shall be accountable for the scope of work contained within this agreement and who shall serve as the CONTRACTOR'S single point of contact.

E.2 Develop and Implement a Transformation Plan

E.2.1 The CONTRACTOR shall develop and implement a Transformation Plan with the assistance and support of the CCIP vendor.

E.2.2 The Transformation Plan must be approved by the State. Substantial changes to the Transformation Plan must also be approved by the State.

E.2.3 The Transformation Plan shall include the vision and goals for transformation; the activities, interventions, milestones that the CONTRACTOR shall deploy to achieve CCIP standards; identified personnel and roles for the scope of work; and all other components outlined in **Attachment A. Description of CCIP Transformation Plans**. The CCIP Transformation Vendor Support will be available to provide support to the CONTRACTOR in the development of this plan.

E.2.4 The CONTRACTOR shall undertake the care delivery transformation process established in the Transformation Plan including, but not limited to, recruiting and engaging practices and care teams; providing clinical and quality improvement expertise; deploying transformation activities; and meeting milestones and targets.

E.3 Participate and Cooperate with Assessments

E.3.1 The CONTRACTOR shall participate in and cooperate with the CCIP vendor in the performance of an **initial readiness assessment** that includes a gap analysis. The CONTRACTOR will have the right to approve the results of this assessment, which will inform the development of the Transformation Plan. The gap analysis will enable the CCIP Transformation Vendor to do the following:

E.3.1.1 Determine which standards have already been met.

E.3.1.2 Document baseline performance on chosen clinical process and outcome measures.

E.3.1.3 Determine the resource and work flow intensity required by the CONTRACTOR in order to achieve the standards over the 15-month period.

- E.3.1.4 Assess 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.3.1.5 Assess whether the standards fully align with the needs of the CONTRACTOR and its patient populations.
- E.3.2 The CONTRACTOR shall participate in and cooperate with **Periodic Assessment(s)** to enable and inform continuous quality improvement and adjustments to the transformation process. The CCIP Transformation Vendor will share assessment results and other information about progress with the CONTRACTOR to allow for adjustments to the interventions and activities. The CCIP Transformation Vendor will work with the STATE and the CONTRACTOR to identify opportunities to aggregate and report data on the effectiveness of these interventions to promote the population health goals of Connecticut.
- E.3.3 The CONTRACTOR shall participate in and cooperate with the **Post-Assessment**, which includes a validation component to confirm which CCIP standards were met by the CONTRACTOR. The validation process shall include an on-site component to ensure that transformation related activities have been meaningfully adopted.
- E.3.4 The assessment activities will be used by the STATE and the CCIP Transformation Vendor to track the CONTRACTOR'S progress towards achieving CCIP standards and improving the quality of care. The assessment strategy will document initial capabilities and gaps as related to the CCIP standards, progress towards achieving the standards, and a summative assessment of which standards were ultimately achieved.
- E.3.5 The CONTRACTOR shall provide the CCIP Transformation Vendor with complete aggregate quality measure data, quantitative information regarding pace indicators (e.g., number of individuals with complex health needs referred to comprehensive care team), and information about the progress towards Transformation Plan milestones, in a timely way to assist the STATE in assessing:
 - E.3.5.1 Core and elective standards achieved and level of improvement.
 - E.3.5.2 Quantifiable improvements from baseline on a set of clinical process and outcome measures (e.g., readmissions, A1C testing or control, care experience) chosen with the agreement of the CONTRACTOR and documented in the Transformation Plan.
 - E.3.5.3 Progress on a set of quantitative pace indicators related to achieving CCIP standards. For example, the number of individuals with complex health needs who have been identified, referred, and received services from a comprehensive care team. The Transformation Vendor will establish a process with the CONTRACTOR to obtain this information.
 - E.3.5.4 Progress on milestones and activities identified in the Transformation Plan.

E.4 Participate in Technical Assistance Provided by the Transformation Vendor

E.4.1 The CONTRACTOR shall actively collaborate and cooperate with the CCIP Transformation Vendor(s) in the implementation of all CCIP-related technical assistance activities, which may include:

E.4.1.1 Webinars, conference calls, on-site visits, trainings, learning collaboratives, and

E.4.1.2 Use of content specific guidance and resources; specific tools, interventions, and resources related to comprehensive care management, health equity interventions, behavioral health integration and other content areas; evidence-based change management approaches and quality improvement interventions (e.g., Plan-Do-Study-Act, PDSA).

E.5 Participate in Community Health Collaboratives

E.5.1 The CONTRACTOR shall actively participate in Community Health Collaboratives that have been established in regions of the state that serve the Contractor's attributed populations. Active participation includes the following:

E.5.1.1 Assigning relevant staff to attend and actively participate in collaborative meetings.

E.5.1.2 Sharing information and data to the collaborative to support planning, problem solving, and evaluation.

E.5.1.3 Implementing shared protocols developed by the Community Health Collaboratives.

E.6 Program Participation and Achievement of the CCIP Standards

E.6.1 The CONTRACTOR shall remain in "good standing" throughout the period of this agreement. Good standing shall mean the CONTRACTOR continues to make reasonable efforts to achieve the CCIP standards and continues to engage in the CCIP technical assistance activities as set forth in this Section and the approved Transformation Plan.

E.6.2 The CONTRACTOR commits to achieving the CCIP core standards within 15 months of the CCIP start date unless an accommodation is provided in writing by the STATE in accordance with Section G, Accommodations.

E.6.3 Failure to remain in good standing may jeopardize continued funding under this agreement.

E.6.4 Failure to achieve the CCIP standards within 15 months or as otherwise agreed to by the STATE may jeopardize the CONTRACTOR'S ability to continue participation in the PCMH+ program.

F. SCOPE OF WORK: TRANSFORMATION AWARDS

F.1 General

F.1.1 The CONTRACTOR shall utilize the Transformation Award funds for the purpose of achieving CCIP standards across the Contractor's organization, as described within this Agreement.

F.1.2 The CONTRACTOR shall comply with all requests from the STATE related to reporting and other requirements set forth in the Cooperative Agreement Award to STATE of Connecticut for Model Testing Assistance.

F.1.3 The CONTRACTOR shall utilize the Transformation Award funds to support the following personnel:

F.1.3.1 CCIP Program Coordinator

F.1.3.2 Community Health Workers

F.1.3.3 APRN with a behavioral health background

F.1.3.4 Information Technology staff in Yale New Haven Health System's Epic EHR team

F.1.4 The CONTRACTOR shall utilize the transformation award funds to support transformation efforts for the 148 primary care providers, as detailed in their PCMH+ Agreement. NEMG-AN agrees to use their shared EHR, governance, administrative and clinical integration infrastructure to align remaining NEMG Primary Care Practices around the CCIP standards following initial efforts

F.1.5 The CONTRACTOR shall implement the CCIP standards at the practice level across the NEMG- AN. Accordingly, The CONTRACTOR shall ensure that all NEMG-AN patients benefit from the changes and enhancements made during this project, regardless of payor.

F.1.6 The provisions in this section represent only a subset of the requirements that must be met in order to achieve the CCIP standards. Nothing in this section shall be construed to limit the CONTRACTORS obligation to meet the CCIP standards in their entirety.

F.1.7 The CONTRACTOR shall begin its transformation efforts in 5-7 selected Greater Bridgeport practices for the first six months of the Program. The CONTRACTOR shall work with the PMO and the CCIP Vendor to plan and implement the rollout of the CCIP program in the remaining Greater Bridgeport and Greater New Haven practices beginning in month seven.

F.2 Proposed Use of Funds

F.2.1 The CONTRACTOR shall utilize the Transformation Award funds to undertake the following activities in support of the Comprehensive Care Management core standard:

F.2.1.1 The CONTRACTOR shall hire two Community Health Workers (CHWs) and a Senior CHW (SCHW) to expand the resources available to implement care plans

- for attributed patients to ensure requirements for each CCIP core standard are met.
- F.2.1.2 The CONTRACTOR shall develop and implement a standard definition for individuals with complex health needs that includes a quantitative, data-driven, EHR-powered algorithm.
 - F.2.1.3 The CONTRACTOR shall develop or adopt a comprehensive person-centered needs assessment in Epic to better understand personal, social, economic and other factors within and external to the health care environment contributing to a patient's health outcomes. This shall be completed in conjunction with ongoing analytics utilizing the Epic electronic health record (EHR) and, as available, claims data, to assess the health status of targeted individuals and track progress and challenges to progress over time.
 - F.2.1.4 The CONTRACTOR shall integrate use of the person-centered needs assessment within its existing comprehensive care team.
 - F.2.1.5 The CONTRACTOR shall assign a lead care coordinator to each complex patient to facilitate a comprehensive approach to care focused on each patient's unique needs.
 - F.2.1.6 The CONTRACTOR shall train and deploy CHWs to enhance its ability to reach its complex patients within the community and as they transition from one care setting to another. The CHWs shall encourage patients to self-manage chronic conditions through coaching and follow-up and promote Epic's MyChart application to facilitate communication with their care team.
 - F.2.1.7 The CONTRACTOR shall deliver technical assistance to engage all network providers in understanding and embracing CCIP core standards and practice changes that will be implemented to meet the Standards.
 - F.2.1.8 The CONTRACTOR shall use Epic's EHR across the entire network to enhance communication across care settings.
 - F.2.1.9 The CONTRACTOR shall collect outcome measures to identify success in achieving the Comprehensive Care Management Standard, including improved patient perceptions of health and well-being and improved patient perceptions of their care experience, using surveys such as Press Ganey and CG-CAHPS.
 - F.2.1.10 The CONTRACTOR shall use Epic to gather data about improved clinical outcomes focused on major health issues of the targeted population and improved utilization of health care resources.
- F.2.2 The CONTRACTOR shall utilize the Transformation Award funds to undertake the following activities in support of the Health Equity Improvement core standard:
- F.2.2.1 The CONTRACTOR shall analyze data in the Epic EHR and stratify it by parameters such as race and ethnicity to identify patients who are experiencing equity gaps, with an emphasis on asthma, hypertension, diabetes and PCMH+ related quality measures.
 - F.2.2.2 The CONTRACTOR's leadership team shall prioritize the inequities that need to be addressed and work with appropriate resources to design and conduct a pilot

project in five practices. The CONTRACTOR shall utilize the results of the pilot to plan for the scaling of successful interventions across the network.

- F.2.2.3 The CONTRACTOR shall use person-centered assessments and Epic analytics on an ongoing basis to identify potential disparities in care and initiate appropriate performance improvement projects.
 - F.2.2.4 The CCIP Program Coordinator (PC) shall work with the YNHHS's Chief Diversity Officer to conduct a workforce analysis to assess the network's ability to meet its population's linguistic and cultural needs and identify strategies to improve that ability through:
 - F.2.2.5 Use of its CHWs to directly assist patients in navigating to health care resources including needed social services and supports
 - F.2.2.6 Use of its CHWs educate individuals about their condition and empower them to better manage their own care
 - F.2.2.7 Where appropriate, CONTRACTOR may deploy Practice Transformation Team (PTT) resources to support quality improvement efforts.
 - F.2.2.8 The CONTRACTOR's leadership team in collaboration with the CCIP PC and appropriate practice staff, will support the development of tools and processes at the practice level to mitigate health inequities as they are identified, authorize implementation of these changes, and review data ongoing to ensure that the health inequity has been addressed.
 - F.2.2.9 The CONTRACTOR shall, as needed, develop a care plan to address inequities for each identified beneficiary. The plan may include assigning an individual to a CHW with appropriate cultural and linguistic background for support and education to overcome barriers to accessing appropriate care. The SCHW may work with the Health Leads team, to identify community resources needed to support the beneficiary in overcoming access or resource issues. Health Leads is a national organization that provides consulting, training, and tools to facilitate patient connections to community-based resources, and YNHHS is working with Health Leads to pilot a program within the NEMG network. The APRN may work directly with the individual or refer the person to other resources to address underlying behavioral health issues acting as barriers to receiving appropriate health care.
 - F.2.2.10 The CONTRACTOR shall monitor relevant data to assess the near-term and ongoing success of activities executed to reduce health inequities, in addition to assessing patient perceptions of improved health, health outcomes and health care experiences.
- F.2.3 The CONTRACTOR shall utilize the Transformation Award funds to undertake the following activities in support of the Behavioral Health Integration core standard:
- F.2.3.1 The CONTRACTOR shall hire a Behavioral Health APRN to lead efforts to strengthen BH care within NEMG-AN. The APRN shall undertake the following actions.
 - F.2.3.2 The APRN shall enhance assessment and handling of patients with previously unidentified BH needs by ensuring appropriate BH-focused elements are included in each primary care visit (e.g., PHQ, SBIRT).

- F.2.3.3 Based on a review of the assessment, the APRN shall provide direct BH care or otherwise identify and make referrals to BH resources needed by the targeted individuals.
- F.2.3.4 The APRN shall work with the assigned lead care coordinator to monitor and track referrals to BH resources for targeted beneficiaries to ensure patient follow-through and clear communication between the PCP and the BH provider.
- F.2.3.5 The APRN shall develop and conduct PCMH staff training, including with the SCHW and CHWs, to enhance understanding of BH issues, appropriate resources and available referrals.
- F.2.3.6 The APRN shall collaborate with appropriate resources to enhance network-wide BH education to enable staff to recognize BH issues and make appropriate referrals.
- F.2.3.7 The APRN shall liaise with other BH resources in the community to strengthen existing relationships, develop new connections, build a more comprehensive referral network and collaborate to identify and develop additional BH resources.
- F.2.3.8 The APRN shall identify and assess innovative tools that can be integrated into the practices to support improved BH care.
- F.2.3.9 The APRN shall take an active role in the CCIP learning collaborative to contribute to and gather ideas about how to identify BH care needs for patients earlier than is currently done and how to best meet those needs with appropriate internal or community-based resources.
- F.2.3.10 The CONTRACTOR shall utilize Epic analytics to ensure appropriate BH screenings are completed and documented, necessary referrals are made, and progress with the care plan is being monitored.
- F.2.3.11 The CONTRACTOR shall measure outcomes that include patient perceptions of BH; BH results on a 2-part screening process, utilizing the PHQ-2 and progressing to the PHQ-9 upon positive PHQ-2 screening; and, ultimately, outcomes that demonstrate more appropriate use of BH resources, which may be reflected in fewer ED visits or hospital stays for a BH issue and more frequent use of PCMH or other outpatient settings for BH.

F.3 Personnel Roles

F.3.1 The CCIP Program Coordinator shall:

- F.3.1.1 Ensure planned activities for the core CCIP standards and all PCMH+-related activities are executed in a timely manner, are modified as needed to reflect new knowledge or identify and overcome challenges, and are documented, analyzed and reported on as required.
- F.3.1.2 Report to the YNHHS Director of Population Health Management, who will oversee PCMH+ and CCIP.
- F.3.1.3 Lead development and secure approval for all of the policies, processes, protocols and procedures required within the CCIP core standards.

- F.3.1.4 Monitor activities and outcomes against the complete set of core CCIP standards and ensure the CONTRACTOR addresses and meets each core requirement.
- F.3.1.5 Liaise with the SIM PMO and technical assistance (TA) vendor to keep the CONTRACTOR engaged with and actively participating in the CCIP learning community.
- F.3.1.6 Monitor ongoing risk assessment and mitigation to remove barriers to achieving CCIP standards
- F.3.1.7 Coordinate and collaborate with the YNHHS Practice Transformation Team (PTT) as appropriate, to be developed in 2017 independent of CCIP funding, to foster adoption of best practices throughout the network through coaching and mentoring. The PTT will focus on hands-on, active engagement throughout practices to support training and education, culture change, and sustained improvement to achieve CCIP standards.
- F.3.1.8 Ensure clear communication among all stakeholders and participants
- F.3.1.9 Support unified and consistent oversight across all practices to enhance existing processes and introduce new ones, as needed, to meet the CCIP standards
- F.3.1.10 Ensure successful transition of CCIP core standard infrastructure, including policies, procedures, processes, and tools, to the CONTRACTOR's leadership

F.3.2 The Senior Community Health Worker shall:

- F.3.2.1 Oversee the activities of the CHW team
- F.3.2.2 Liaise with the Health Leads program which will be maintaining a current database of local community-based resources
- F.3.2.3 Coordinate CCIP CHW resources with Health Leads volunteer resources where appropriate to address social determinants of health for patients targeted by CCIP

F.3.3 Two Community Health Workers shall:

- F.3.3.1 Expand the resources available to implement care plans for attributed patients to ensure requirements for each CCIP core standard are met.
- F.3.3.2 Reflect the network communities
- F.3.3.3 Significantly supplement the scope and impact of the existing NEMG Patient Navigator to provide intense focus on patients in each of the CCIP sub-populations

F.3.4 The APRN shall:

- F.3.4.1 Provide additional resources for patients who have behavioral health challenges

F.3.5 The Epic IT Programmer shall enhance Epic's ability to identify, track, analyze, and report on:

F.3.5.1 Patients who meet criteria for inclusion in each of the 3 CCIP sub-populations

F.3.5.2 Outcomes resulting from CCIP initiatives

G. ACCOMMODATIONS

G.1 The **CONTRACTOR** may request accommodations with respect to meeting the CCIP standards. Such accommodations shall be subject to approval by the STATE (which approval shall not be unreasonably denied) and, if approved, incorporated into the Transformation Plan. Potential accommodations include the following:

G.1.1 Requirement Accommodation: The **CONTRACTOR** may request an exemption from or adjustment to a CCIP requirement that conflicts with, or would otherwise disrupt, their activities in relation to DSS programs such as PCMH or the CHNCT or Beacon Health Options ICM Program.

G.1.2 Hardship Accommodation: The **CONTRACTOR** may request an accommodation if the costs associated with meeting a requirement presents a commercially unreasonable (determined with consideration given to the **CONTRACTOR'S** financial strength and annual revenues) barrier.

G.1.3 Timetable Accommodation: The **CONTRACTOR** may request an additional 6-months to meet CCIP standards.

G.1.4 Alignment Accommodation: The **CONTRACTOR** may request an accommodation if a requirement does not fully align with the Contractor's care delivery model and the needs of its patient populations

G.1.5 The **CONTRACTOR** must provide sufficient detail and verification to justify each request.

H. TIMELINE

- H.1 The Parties agree that this agreement shall comport to the timetable contained in Table 1. These phases may be adjusted at the discretion of the State.
- H.2 The Transformation Period shall last for up to 15 months, with a possibility to extend for an additional 6 months.
- H.3 Transformation Awards shall only be available during the Transformation Period.

Table 1: Timeline of core activities

Phase	Requirements
Transformation Period (month 1-15) 4/1/2017 – 6/30/2018	<ul style="list-style-type: none"> • Complete readiness assessment and gap analysis • Develop Transformation Plans: commitment letters, personnel identification, identifying activities and milestones, documenting baseline quality measure data and targets, and other. • Deploy Transformation Plans, including specific activities and interventions to make progress towards achieving CCIP standards. • Cooperate with formative assessments, and use information to make changes to interventions • Quarterly narrative and data reporting • Ongoing participation in technical assistance and learning collaborative. • Ongoing participation in Community Health Collaborative
Post-Assessment Period (month 16-18) 7/1/2018 – 9/30/2018	<ul style="list-style-type: none"> • Cooperate with post-assessment and validation process

I. BUDGET, PAYMENT AND REPORTING PROVISIONS

I.1 Budget

I.1.1 The CONTRACTOR shall be responsible for completing the scope of work detailed in Sections E and F within the not to exceed amount. If the not to exceed amount is reached prior to completing the scope of work, the CONTRACTOR shall remain responsible for completing scope of work. The STATE shall not be responsible for additional expenses incurred.

I.1.2 The CONTRACTOR shall abide by the following budget (Table 2). Additional detail is located in Attachment C: Transformation Award Budget Narrative.

Table 2: Budget Summary

Budget Category	Total Budget
Personnel Total	\$398,991
Program Coordinator	\$62,774
APRN, Behavioral Health	\$122,113
Sr. Community Health Worker	\$73,268
Community Health Worker	\$58,890
Community Health Worker	\$58,890
IT Support	\$23,056
Fringe Total	\$94,645
Program Coordinator and IT Support= 30%	25,749
APRN, CHWs= 22%	68,896
GRAND TOTAL	\$ 493,636

I.2 Payment

I.2.1 The STATE shall assume no liability for payment for services under the terms of this Agreement until a) the CONTRACTOR is notified that the Agreement has been executed and approved by Attorney General of the STATE of Connecticut and b) the CONTRACTOR is notified by the PMO that the release of funds has been authorized by CMMI.

I.2.2 The STATE shall pay the CONTRACTOR a total sum not to exceed \$493,636 for services performed under this Agreement.

I.2.3 The CONTRACTOR shall bill in accordance with the Budget Narrative in Attachment C. The CONTRACTOR may re-allocate among budget categories with prior written approval of the PMO.

I.2.4 Detailed invoices shall be prepared and submitted monthly. Invoices shall, at a minimum, include the CONTRACTOR name, the Contract Number, the CONTRACTOR's Federal Employer Identification Number, the billing period, and an itemization of direct expenses by line item.

I.2.5 Invoices for Personnel and fringe shall include the name and title of the individual and the total cost of that individual's work during the billing period.

I.2.6 The CONTRACTOR shall submit within 30 days of the end of the project period all outstanding invoices as specified above. The STATE shall review and take action within 30 days.

I.3 Availability of Funds

I.3.1 Expenditures under this Agreement are contingent on the availability of federal funds and CMMI approval to release the funds for each Performance Year. Attachment C details how budget is allocated across the two performance years. SIM performances years are as follows:

I.3.1.1 Performance Year 1: September 28, 2016 – September 27, 2017

I.3.1.2 Performance Year 2: September 28, 2017 – September 27, 2018

I.3.2 Additional justification for costs described ATTACHMENT C may be required to secure a release of funds. The CONTRACTOR shall comply with any requests for additional justification.

I.4 Reporting

I.4.1 The CONTRACTOR shall submit quarterly progress reports to the STATE in a format approved by the STATE to track programmatic progress and use of funds. The quarterly progress reports shall document the Contractor's progress towards achieving the CCIP standards. CMMI requires a specified template and platform for reports which it has developed in collaboration with the PMO. The PMO will provide guidance to the CONTRACTOR in completing the required reporting.

I.4.2 The CONTRACTOR shall respond timely to any questions from the STATE in response to the Quarterly Progress Reports in order to enable the STATE to meet its reporting obligations under its Cooperative Agreement with CMMI.

I.4.3 The STATE is required to complete an Annual Report to CMMI as a condition of its Cooperative Agreement. The CONTRACTOR shall respond timely to any questions from the STATE in response to the Annual Reports in order to enable the STATE to meet its reporting obligations under its Cooperative Agreement with CMMI.

I.4.4 Quarterly reports shall be submitted based on the following schedule:

Table 3. Reporting Schedule

REPORTING PERIOD	REPORTS DUE TO PMO	REPORTS DUE TO CMMI
Quarterly Reports		
February 1, 2017 through April 30, 2017	May 15, 2017	May 30, 2017
May 1, 2017 through July 31, 2017	August 15, 2017	August 30, 2017
August 1, 2017 through October 31, 2017	November 15, 2017	November 30, 2017
November 1, 2017-January 31, 2018	February 15, 2018	March 1, 2018
February 1, 2018- April 30, 2018	May 15, 2018	May 30, 2018
May 1, 2018- July, 31, 2018	August 15, 2018	August 30, 2018

J. OTHER TERMS AND CONDITIONS

The CONTRACTOR shall comply with the following terms and conditions.

- A. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
1. "Bid" shall mean a bid submitted in response to a solicitation.
 2. "Breach" shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
 3. "Cancellation" shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
 4. "Claims" shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 5. "Client" shall mean a recipient of The CONTRACTOR's Services.
 6. "Contract" shall mean this agreement, as of its effective date, between The CONTRACTOR and the 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) CONTRACTOR represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (c) 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 for the furtherance of performance and deliverables under the Contract, as defined in this section, to the AGENCY on annual quarterly basis in the appropriate fiscal report as specified in Section 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) to the best of the CONTRACTOR's knowledge, 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 a certificate of insurance 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>

- (b) Each CONTRACTOR or CONTRACTOR Party shall implement and maintain a comprehensive data security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or STATE concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Personal Information;
 - (2) Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Personal Information, including but not limited to passwords; and
 - (5) Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.

- (c) The CONTRACTOR and CONTRACTOR Parties shall notify the AGENCY 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 material Personal Information which CONTRACTOR or CONTRACTOR Parties possess or control has been subject to a Personal Information Breach. If a material Personal Information Breach has occurred, The CONTRACTOR shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by The CONTRACTOR at its own cost and expense to all individuals affected by the Personal Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the STATE in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Personal Information Breach. The CONTRACTORS' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- (d) The CONTRACTOR shall incorporate the requirements of this Section in all subcontracts requiring each CONTRACTOR Party to safeguard Personal Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner CONTRACTOR's or CONTRACTOR Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of The CONTRACTOR as a Business Associate of the Department.
20. Workforce Analysis. The CONTRACTOR shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.
21. Litigation.
- (a) The CONTRACTOR shall require that all CONTRACTOR Parties, as appropriate, disclose to The CONTRACTOR, to the best of their knowledge, any Claims involving The CONTRACTOR Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
- (b) The CONTRACTOR shall provide written Notice to the AGENCY of any final decision by any tribunal or state or federal agency or court which is adverse to The CONTRACTOR or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against The CONTRACTOR or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.
22. Sovereign Immunity. The CONTRACTOR and CONTRACTOR Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the STATE of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the STATE or any of its officers and employees, which they may have had, now have or shall have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

D. Changes to the Contract, Termination, Cancellation and Expiration.

1. Contract Amendment.

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

2. CONTRACTOR Changes and Assignment.

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

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

3. Breach.

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

- (e) The action of the AGENCY shall be considered final. If at any step in this process The CONTRACTOR fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the AGENCY may proceed with Breach remedies as listed under this section.
4. Non-enforcement Not to Constitute Waiver. No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
5. Suspension. If the AGENCY determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the AGENCY may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The AGENCY shall notify The CONTRACTOR of the specific reasons for taking such action in writing within five (5) Days of immediate suspension. Within five (5) Days of receipt of this notice, The CONTRACTOR may request in writing a meeting with the AGENCY Head or designee. Any such meeting shall be held within five (5) Days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, The CONTRACTOR shall be given an opportunity to present information on why the AGENCY's actions should be reversed or modified. Within five (5) Days of such meeting, the AGENCY shall notify The CONTRACTOR in writing of his/her decision upholding, reversing or modifying the action of the AGENCY head or designee. This action of the AGENCY head or designee shall be considered final.
6. Ending the Contractual Relationship.
- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
- (b) The AGENCY may immediately terminate the Contract in whole or in part whenever the AGENCY makes a determination that such termination is in the best interest of the STATE. Notwithstanding Section D.2, the AGENCY may immediately terminate or cancel this Contract in the event that The CONTRACTOR or any subCONTRACTORS becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
- (c) The AGENCY shall notify The CONTRACTOR in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which The CONTRACTOR must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the AGENCY, The CONTRACTOR shall immediately discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the AGENCY all Records as defined in Section A.14, unless otherwise instructed by the AGENCY in writing, and take all actions that are necessary or appropriate, or that the AGENCY may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the AGENCY and The CONTRACTOR shall deliver them to the AGENCY no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after The CONTRACTOR receives a written request from the

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

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

7. Transition after Termination or Expiration of Contract.

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

E. Statutory and Regulatory Compliance.

- 1. Health Insurance Portability and Accountability Act of 1996. [INTENTIONALLY DELETED]
- 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, on reason and belief, 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 10 linked below:
http://www.ct.gov/seec/lib/seec/forms/contractor_reporting/seec_form_10_final.pdf



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."

ATTACHMENT A: Description of CCIP Transformation Plans

The CCIP Transformation Vendor will provide guidance and support to assist the CONTRACTOR in developing an individualized CCIP Transformation Plan. The plan shall reflect the needs, strengths, and priorities of the CONTRACTOR and should lead to the achievement of the CCIP standards by the end of the 15-month transformation period (with an option to extend by 6 months).

The Transformation Plan shall include, at a minimum, the following:

- Vision and Commitment to Change in the context of CCIP:
 - Document the Contractor's vision and goals.
 - Provide written commitments from Contractor's leadership to work with the CCIP Transformation Vendor and advance their capabilities to meet CCIP standards.
 - 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.
- Readiness Assessment results including the gap analysis, assets, priorities, and level of readiness of the CONTRACTOR and its practices.
- Tasks and activities that the CONTRACTOR will undertake in support of practice transformation including but not limited to:
 - Management and accountability;
 - Providing quality improvement expertise and support with regard to operational, financial and business process redesign;
 - Providing clinical guidance, expertise, and support within the organization and among affiliated practices to support dissemination;
 - Engaging the affiliated practices and providers and sustaining that engagement throughout the transformation period;
 - 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.
- Tasks and activities that the vendor will undertake with respect to technical assistance and support.
- Target populations including summary analysis of issues affecting the populations and the ecosystem in which an organization operates.
- Progress Monitoring:
 - Document the baseline and targets of chosen clinical process and outcome measures for each core and selected elective standard.
 - Document the milestones, deliverables, pace indicators and associated sequence and timeline, which will lead to the achievement of each core and selected elective standard.

If it is determined by the CCIP Transformation Vendor and the CONTRACTOR that it will not be possible to fulfill all core standards over the 15 months, the vendor and the CONTRACTOR may prioritize which standards will be implemented first. The CONTRACTOR will be required to submit a plan for meeting the remaining standards during an extension period not to exceed six months.

In addition to the above, the Transformation Plan should document any accommodations needed based on the gap analysis. The Transformation Plan must capture this request, justification, and alternative strategy to advance in that capability.

ATTACHMENT B: Transformation Award Project Management Timeline

The CONTRACTOR shall abide by the following project management timeline contained in Table 4.

Table 4: NEMG Transformation Award Project Management Timeline

	Year 2017												2018			
	Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Milestone 1: Project Start-Up and Monitoring																
1. Execute sub-award agreement with the SIM PMO																
2. Hire and onboard a CCIP Program Coordinator																
3. Hire and onboard a Behavioral Health APRN																
4. Hire and onboard a Senior CHW																
5. Hire and onboard 2 CHWs																
6. Hold a kick-off meeting with the SIM PMO and TA vendor																
7. Work with the TA vendor to conduct the gap analysis and analyze results																
8. Develop a detailed project plan and timeline based on project objectives and additional information provided by the SIM PMO and TA vendor																
9. Convene the MQISSP Governing Board to review the project plan, and ensure ongoing senior leadership support and program oversight																
10. Develop and implement an NEMG-AN communication plan to ensure that practice staff are kept informed of project status																
11. Provide quarterly and other required financial reports, including the A-133 audit, to the SIM PMO																
12. Provide bi-annual programmatic reports to the SIM PMO																
13. Participate in collaborative learning opportunities, additional data requests and desk reviews, as requested																
	Year 2017												2018			

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
24. Monitor and refine interventions using process improvement methodology in concert with the initial 5-7 Greater Bridgeport PCMHs and the SIM PMO and TA vendor																
25. Analyze the results of the initial rollout in Greater Bridgeport, and revise policies, procedures and interventions as needed																
26. Provide training/orientation to practice staff, and roll out policies, procedures and interventions in remaining Greater Bridgeport and Greater New Haven practices																
Milestone 4: Health Equity Improvement																
27. Complete a health equity analysis including a workforce analysis																
28. Review opportunities for improvement with the SIM PMO and vendor																
29. Develop an approach and plan for the pilot project																
30. Prepare 5 of the initial Greater Bridgeport practices to implement the health equity pilot project – work flow, training, supplies, etc.																
31. Implement the health equity pilot																
32. Monitor results of the pilot, and modify activities as required																
33. Develop policies and procedures that institutionalize the health equity analysis as part of ongoing operations																
34. Implement the policies and procedures to extend the pilot lessons learned to the broader Medicaid sub- population experiencing health inequities																
Year	2017															2018

ATTACHMENT C: Transformation Award Budget Narrative

A. Performance Year 1

1. Salaries and Wages

Most personnel are budgeted for fewer than 12 months in year 1: it will take time to complete start-up project activities and have policies, procedures and workflows in place to best use those personnel. IT support personnel will be used intensively at project start and then periodically during year 1 to update the Epic EHR to meet evolving CCIP documentation, analysis and reporting needs.

Table 5. Salaries and Wages Performance Year 1

Role	Name	% Effort	Annual Salary	Months	Cost
Program Coordinator	TBD	60%	\$ 83,200	12	\$49,920
APRN, Behavioral Health	TBD	100%	\$104,000	11	\$95,333
Sr. Community Health Worker	TBD	100%	\$ 62,400	11	\$57,200
Community Health Worker	TBD	100%	\$ 52,000	10.5	\$45,500
Community Health Worker	TBD	100%	\$ 52,000	10.5	\$45,500
IT Support	TBD	50%	\$100,610	5.5	\$23,056
Total Personnel					\$316,509

Program Coordinator, TBD. The CCIP Program Coordinator (PC) will be hired to ensure planned activities for the core CCIP standards and all MQISSP-focused activities are (a) executed in a timely manner, (b) modified as appropriate to reflect new knowledge or overcome challenges and (c) are documented, analyzed and reported on as required. The CCIP PC will develop and secure approval for all of the policies, processes, protocols and procedures required within the CCIP core standards. The CCIP PC will be responsible for monitoring activities and outcomes against the complete set of core CCIP standards and ensuring the NEMG-AN addresses and meets each core requirement. The CCIP PC will liaise with the SIM PMO and TA vendor to keep the NEMG-AN engaged with and actively participating in the CCIP learning community. The CCIP PC will also coordinate and collaborate with the YNHHS Practice Transformation Team to foster adoption of best practices throughout YNHHS through coaching and mentoring. The CCIP PC will report to the YNHHS Director of Population Health Management, who will oversee the MQISSP/CCIP program for the NEMG-AN.

APRN – Behavioral Health (APRN-BH), TBD. An APRN will be recruited at 100% effort in Year 1 as part of this project to support behavioral health integration with primary care at NEMG. This individual will have at least a Master's degree in nursing with Advanced Practice Registered Nurse licensure as a Family or Adult-focused Nurse Practitioner and 3-5 years previous experience with delivering behavioral healthcare. This individual will establish a behavioral health practice integrated with the NEMG-AN primary care practices to support the early identification and rapid access to necessary behavioral health treatment within the NEMG-AN PCMHs. The APRN will be hired and supervised for clinical purposes by NEMG and for administrative purposes for the CCIP project will have a matrixed reporting relationship to the YNHHS Director, Ambulatory Care Coordination.

Senior Community Health Worker (SCHW), TBD. We will hire one SCHW to oversee the activities of the CHW team, in addition to functioning as a CHW for 80% of his/her time. The SCHW will help to train and onboard new CHWs and will monitor performance through periodic observation and patient record audits. The SCHW will liaise with the Health Leads program being rolled out by YNHHS in Greater Bridgeport. The SCHW will coordinate CCIP CHW resources with Health Leads volunteer resources where appropriate to address social determinants of health for individuals targeted by CCIP. The SCHW will also provide feedback to Health Leads related to their maintenance of a current inventory of local community-based resources. The SCHW will report to the Director, Ambulatory Care Coordination.

Community Health Worker (CHW) (2.0 FTE), TBD. We will hire two Community Health Workers (CHWs) to expand the resources available to activate a care plan for each targeted CCIP sub-population – patients with complex needs, patients experiencing health inequities and patients with previously undetected behavioral health needs. The CHWs will be hired to reflect the cultural diversity of NEMG-AN communities and will significantly supplement the scope and impact of the existing NEMG Patient Navigator to provide more intense focus on complex patients in each of these CCIP sub-populations. The CHWs will report to the Director, Ambulatory Care Coordination.

IT Support (Epic), TBD. Budget has been allocated to support Epic IT staff in Year 1 to develop and implement the various IT tools that will be identified over the course of the first project year.

2. Fringe Benefits

Since NEMG is part of YNHHS, two of the staff listed above will be YNHHS employees (Program Coordinator and IT Support) while the remainder will be employed directly by NEMG (APRN, Sr. CHW, 2 CHWs). The YNHHS fringe benefit rate is 30% of salaries and wages. The fringe benefit rate consists of 7.65% Payroll Taxes, 2.00% Unemployment and 20.35% Health/Dental/Life Insurance. The NEMG fringe benefit rate is 22%. The fringe benefit rate consists of 7.65% Payroll Taxes, 2.00% Unemployment and 12.35% Health/Dental/Life Insurance.

Table 6. Fringe Performance Year 1

Role	Name	Salary Requested	Fringe Benefit Rate	Fringe Benefits Requested
Program Coordinator	TBD	\$49,920	30%	\$14,976
APRN, Behavioral Health	TBD	\$95,333	22%	\$20,973
Sr. Community Health Worker	TBD	\$57,200	22%	\$12,584
Community Health Worker (2.0 FTE)	TBD	\$91,000	22%	\$20,020
IT Support	TBD	\$23,056	30%	\$ 6,917
	Total	\$316,509		\$75,470

Total Fringe Year 1 = **\$75,470.**

3. Total Direct Costs

Total direct costs for Year 1 of the NEMG-AN CCIP project are **\$391,979.**

4. Total Indirect Costs

No indirect costs are requested.

5. Total Project Costs Year 1

Total project costs for Year 1 are calculated as the sum of the direct and indirect costs, **\$391,979**.

B. Performance Year 2

1. Salaries and Wages

The salary table shown here increases annual salary by 3%.

Table 7. Salaries and Wages Performance Year 2

Role	Name	% Effort	Annual Salary	Months	Cost
Program Coordinator	TBD	60%	\$ 85,696	3	\$12,854
APRN, Behavioral Health	TBD	100%	\$107,120	3	\$26,780
Sr. Community Health Worker	TBD	100%	\$ 64,272	3	\$16,068
Community Health Worker (2.0 FTE)	TBD	100%	\$ 53,560	3	\$26,780
Total Personnel					\$82,482

The total estimated salary costs for Year 2 of this project are **\$82,482**.

2. Fringe Benefits

The Program Coordinator will remain as a YNHHS employee while the remainder will be continue to be employed directly by NEMG (APRN, Sr. CHW, 2 CHWs). The YNHHS fringe benefit rate is 30% of salaries and wages. The fringe benefit rate consists of 7.65% Payroll Taxes, 2.00% Unemployment and 20.35% Health/Dental/Life Insurance. The NEMG fringe benefit rate is 22%. The fringe benefit rate consists of 7.65% Payroll Taxes, 2.00% Unemployment and 12.35% Health/Dental/Life Insurance.

Table 8. Fringe Performance Year 2

Role	Name	Salary Requested	Fringe Benefit Rate	Fringe Benefits Requested
Program Coordinator	TBD	\$12,854	30%	\$3,856
APRN, Behavioral Health	TBD	\$26,780	22%	\$5,892
Sr. Community Health Worker	TBD	\$16,068	22%	\$3,535
Community Health Worker (2.0 FTE)	TBD	\$26,780	22%	\$5,892
	Total	\$82,482		\$19,175

Total Fringe Year 2 = **\$19,175**.

3. Total Direct Costs

Total direct costs for Year 2 of the NEMG-AN CCIP project are \$101,657.

4. Indirect Costs

No indirect costs are requested.

5. Total Project Costs, Year 2

Total project costs for Year 2 are calculated as the sum of the direct and indirect costs, **\$101,657**.

C. Available Matching Support, Financial or In-Kind

Administrative leadership and oversight will be provided by the Director of Population Health Management and the Director of Ambulatory Care Coordination as part of their job responsibilities to initiate new programs and processes across Yale New Haven Health System.

ACCEPTANCES AND APPROVALS

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

CONTRACTOR

Prathibha Varkey

Contractor (Corporate/Legal Name of Contractor)

Prathibha Varkey

Authorized Official (Signature)

3/27/17

Date

President and CEO, Northeast Medical Group

Title

OFFICE OF THE HEALTHCARE ADVOCATE

Theodore M. Doolittle

THEODORE M. DOOLITTLE, HEALTHCARE ADVOCATE

3/31/17

Date

OFFICE OF THE ATTORNEY GENERAL

Joseph Rubin

ASST./ASSOC. ATTORNEY GENERAL

(Approved as to form & legal sufficiency) Joseph Rubin

4/12/17

Date



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.

Northeast Medical Group, Inc.
Contractor Name

Office of the Healthcare Advocate
Awarding State Agency

Theodore M. Doolittle
State Agency Official or Employee Signature

3/3/17
Date

Theodore M. Doolittle
Printed Name

Healthcare Advocate
Title

Sworn and subscribed before me on this 31st day of March, 2017.

[Signature]
Commissioner of the Superior Court
or Notary Public

[Signature]
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 Northeast Medical Group (NEMG), 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

Northeast Medical Group (NEMG) and that Northeast Medical Group (NEMG)
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.

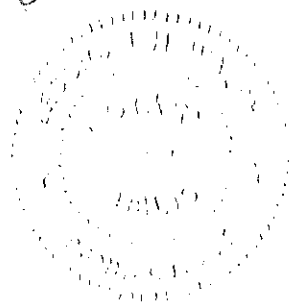
Baresha Jay
Authorized Signatory

Prathiba Varkay
Printed Name

Sworn and subscribed to before me on this 4 day of January 2017.

[Signature]
Commissioner of the Superior Court/ Notary Public

JESSICA L.H. WALSH
NOTARY PUBLIC
Commission Expires Aug. 31, 2021
JESSICA L.H. WALSH
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2021





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:

Table with columns: 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.

Northeast Medical Group, Inc. [Signature] 7-28-16

Printed Name of Bidder or Contractor, Signature of Principal or Key Personnel, Date, Printed Name (of above), Awarding State Agency

Sworn and subscribed before me on this 30th day of July, 2016.

[Signature] Commissioner of the Superior Court or Notary Public, My Commission Expires 3-31-18



**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>
7/27/16	Christopher O'Connor	Stafstrom 2016	100.00	
11/27/16	Christopher O'Connor	State Republican Campaign Committee	100.00	
9/23/16	Christopher O'Connor	Senate Democrats Victory PAC	100.00	

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

Northeast Medical Group (NEMG)
Printed Contractor Name
Bethune
Signature of Authorized Official

Prathibha Varkey
Printed Name of Authorized Official

Subscribed and acknowledged before me this 4 day of Jan, 2017

Jessica L.H. Walsh
Commissioner of the Superior Court (or Notary Public)

JESSICA L.H. WALSH

NOTARY PUBLIC

MY COMMISSION EXPIRES AUG. 31, 2021

My Commission Expires



Lupi, Jenna

From: Schaefer, Mark C
Sent: Monday, January 30, 2017 4:22 PM
To: Lupi, Jenna
Subject: FW: idv Final Disposition for Purchase of Service POS 2017_26386

Thanks Jenna

From: robert.dakers@ct.gov [mailto:robert.dakers@ct.gov]
Sent: Monday, January 30, 2017 1:10 PM
To: Schaefer, Mark C <Mark.Schaefer@ct.gov>
Cc: Dakers, Robert <Robert.Dakers@ct.gov>
Subject: Final Disposition for Purchase of Service POS 2017_26386

The Office of Policy and Management has Approved the following Purchase of Service POS

CCIP Transformation Awards (2017_26386)

Contractor: N/A
Effective Date: 2/1/2017 - 4/30/2018
Estimated Cost: \$2,000,000.00
Comments/Conditions: Approved RSD 1-30-17

Robert Dakers
Executive Financial Officer