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Maximum Contract Value: \$499,750
CONTRACTOR Contact Person and Telephone:
Jeanne O'Brien, 617-921-3637, Michael Hunt, 203-275-0201
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 St. Vincent's Medical Center located at 2800 Main Street, Bridgeport, CT 06606, with an FEIN Number of 06-0646886/ 072147259 (hereinafter referred to as the "Contractor").

The STATE and the CONTRACTOR agree to the following:

Term of Contract	Upon execution through August 15, 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 St. Vincent's Medical Center, an Advanced Network having its principal offices at 2800 Main Street, Bridgeport, CT 06606 (hereinafter "CONTRACTOR"). The parties agree to the commitments and provisions specified in this Agreement.

A.1.2 St. Vincent's Medical Center (SVMC) shall act as the lead entity of the Value Care Alliance, LLC (VCA) on behalf of partner hospitals including: Griffin Hospital (GH), Western Connecticut Health Network (WCHN), and Middlesex Hospital (MH) (collectively, GH, WCHN, MH, and the Contractor, the "VCA Members"). Reference is made to the CONTRACTOR'S Proposal for CCIP Transformation Award dated October 31, 2016, which describes the basis on which, under the Contractor's administration, the VCA Members will provide services under the terms of 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 May 15, 2018 and validated by August 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 St. Vincent's Medical Center (SVMC) acting as the lead entity of the Value Care Alliance (VCA) on behalf of partner hospitals including: Griffin Hospital (GH), Western Connecticut Health Network (WCHN), and Middlesex Hospital (MH).
- 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.2.13 **“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.2.14 **“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.2.15 **“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.2.16 **“State”** means the Office of the Healthcare Advocate or its agents.
- B.2.17 **“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.2.18 **“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: Michael Hunt
St. Vincent's Medical Center
2800 Main Street
Bridgeport, CT 06606

With a copy to

Jeanne O'Brien
Value Care Alliance, LLC
130 Division Street
Derby, CT 06418

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, working with the VCA, 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 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.

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. The Contractor will notify the State of any substantial changes, which will be approved or denied by the State within 30 days of receipt of such notice.

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 an **Initial readiness assessment** that includes a gap analysis. This assessment 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 the CONTRACTOR's 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.3.1.6 Determine the feasibility of information collection.
- E.3.2 The CONTRACTOR shall participate in and cooperate with **Periodic Assessment(s)**, which will be performed on a timetable and at such locations as shall be reasonably agreed upon by the CONTRACTOR and the CCIP Transformation Vendor, which will enable and inform continuous quality improvement and adjustments to the transformation process. The Periodic Assessments will not unreasonably interfere with the daily operations of the CONTRACTOR or any VCA Member, or such Member's physician practices. The CCIP Transformation Vendor will share assessment results and other information about progress with the CONTRACTOR to allow for adjustments to the interventions, activities and Transformation Plan. 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. The CONTRACTOR and the CCIP Transformation Vendor will mutually agree upon the locations of the Post-Assessment, which shall be sufficient to support inferences about the capabilities of the CONTRACTOR's network and those of the partner hospitals. The Post Assessments will not unreasonably interfere with the daily operations of the CONTRACTOR or any VCA Member, or such Member's physician practices.
- 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 such 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, as the parties may mutually agree upon and in such format as the CONTRACTOR may feasibly provide such information. Such information and data will be provided 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, which will be established at the time of the implementation of the Transformation Plan, on a set of clinical process and outcome measures (e.g., readmissions, A1C testing or control, care experience) chosen with 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, which process will set forth the frequency during which such information must be provided.

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 use reasonable efforts to 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 on such schedule as may be agreed upon by the CONTRACTOR and the CCIP Transformation Vendor.

E.5.1.2 Sharing information and data, in a legally compliant fashion, 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 If the State or the Transformation Vendor detects that the CONTRACTOR may no longer be in good standing, the Transformation Vendor or the State will use best efforts to notify the Contractor in writing as soon as possible. The State will give the Contractor an opportunity to respond to such findings and to take corrective action to remain in good standing.
- E.6.3 If the State or the Transformation Vendor determine that any individual VCA Member is no longer in good standing, the State or the Transformation Vendor will send the Contractor such findings in writing. The State will give the Contractor an opportunity to respond to such findings and to take corrective action. Depending on the nature, extent, and/or severity of such determination
- E.6.4 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.6.5 Failure to remain in good standing may jeopardize continued funding under this agreement.
- E.6.6 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 reasonable 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 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.1.4 The CONTRACTOR shall utilize the Transformation Award funds to support the following purposes:
- F.1.4.1 Personnel including a Behavioral Health Social Worker, Community Health Workers, and an Administrative Assistant
 - F.1.4.2 Data/Analytics
 - F.1.4.3 Travel and Equipment
 - F.1.4.4 Educational Materials
- F.1.5 The CONTRACTOR shall utilize the Transformation Award funds to support the following activities related to meeting the Comprehensive Care Management core standard:
- F.1.5.1 Development and implementation of a standard definition of patients with complex needs
 - F.1.5.2 Development of a comprehensive person-centered needs assessment
 - F.1.5.3 Training, and deployment of Community Health Workers (CHWs), or such additional qualified staff as may be agreed upon as an additional resource to meet the goals and requirements of the Comprehensive Care Management core standard
- F.1.6 The CONTRACTOR shall utilize the Transformation Award funds to support the following activities related to meeting the Health Equity core standard:
- F.1.6.1 Design and completion of a health equity pilot project
- F.1.7 The CONTRACTOR shall utilize the Transformation Award funds to support the following activities related to meeting the Behavioral Health Integration core standard:

F.1.7.1 Implementation of appropriate behavioral health (BH) screening within the primary care visit

F.1.7.2 Referrals to BH specialists, as needed, with ongoing follow-up with patient and the BH specialist by the primary care practice

F.2 Proposed Use of Funds

F.2.1 The CONTRACTOR shall create a **community-medical care coordination model** bridging medical services and community services to improve patient health, reduce the total cost of care by reducing inappropriate acute care (primarily emergency department utilization), and enhancing access to care by minimizing social barriers.

F.2.1.1 The CONTRACTOR shall undertake the following to meet program goals:

F.2.1.2 Social determinants of health needs assessments

F.2.1.3 Referrals to community services

F.2.1.4 Follow-up engagements by trained CHWs and BHSW

F.2.2 The CONTRACTOR shall leverage and enhance existing hospital-community partnerships by extending such relationships through CCIP.

F.2.3 The CONTRACTOR shall develop a coordinated dissemination strategy whereby key community contacts are made aware of the initiatives and asked to partner with the VCA in developing and executing a comprehensive and streamlined referral system for identified members experiencing one or more social need and barriers to clinical care.

F.2.4 Key community contacts may include, but are not limited to: soup kitchens; food pantries/access to healthy foods; housing supports; utility supports; transportation options; employment services; court diversion services; substance abuse treatment facilities and community case management; psychiatric treatment facilities and community case management; peer supports; and chronic disease management services.

F.2.5 The CONTRACTOR shall develop a CHW model to determine the ratio of beneficiaries to a navigator model.

F.2.6 The CHW and BHSW dyad shall facilitate treatment plan completeness, overcome medication management barriers, engage the patient through direct education, and improve communication between providers and patients. Specific CHW and BHSW obligations are described in section F3.

F.2.7 The Contractor's analytics team shall assist with patient tracking, identifying readmissions, and documenting reasons for return, based on Contractor's capabilities. The Contractor will utilize analytic capabilities through Arcadia Analytics for the identified attributed population in these key areas:

F.2.7.1 Care management through the Care Management Module

- F.2.7.2 Patient outreach and engagement
- F.2.7.3 Clinical data aggregation
- F.2.7.4 Risk modeling and stratification
- F.2.7.5 Reporting and decision making
- F.2.7.6 Supporting decisions at the point of care
- F.2.7.7 Integrating EHR and care management platforms

F.2.8 The Contractor shall utilize PatientPing to connect providers through real-time admission and discharge notifications which include guidelines from the care team.

F.3 Personnel Roles

F.3.1 The CHWs shall be trained to identify social, cultural and health literacy factors that could compromise healthcare management, experience, and outcomes and shall have the following responsibilities:

- F.3.1.1 Standardize elements of the care processes to be more culturally and linguistically appropriate
- F.3.1.2 Support medical staff-developed care plans
- F.3.1.3 Work closely with existing care coordinators, navigators, Health Promotion Advocates (who are within the Community Care Team models), and social workers for joint coordinated comprehensive case management
- F.3.1.4 Assess all community resources/agencies available to individuals with social determinant risks. The CHWs shall use 211, a statewide community resource guide, as a resource
- F.3.1.5 Collaborate with community resources, and if necessary, align the patient to behavioral services
- F.3.1.6 Develop and implement an assessment tool to identify patients at-risk for behavioral health and socioeconomic barriers
- F.3.1.7 Create a list of resources (housing, transportation, food insecurity, utility support, social supports, behavioral health services, psych and substance abuse, senior services, etc.) for the patient
- F.3.1.8 Influence and develop enhanced models of patient tracking and hand-off communication to support community agencies
- F.3.1.9 Perform home visits for the highest risk patients

F.3.2 The Behavioral Health Social Worker (BHSW) shall:

- F.3.2.1 Coordinate the Contractor's internal referrals to effectively utilize acute services and improve community behavioral health referrals.
 - F.3.2.2 Improve the process to transition care (especially if drug or alcohol treatment is needed)
 - F.3.2.3 Improve the patient-provider relationship through consistent outreach and coordination
 - F.3.2.4 Help de-escalate behavioral health exacerbations
 - F.3.2.5 Supervise the three Community Health Workers
 - F.3.2.6 Serve as the single-point-person for Medicaid readmission.
- F.3.3 The Administrative Assistant shall support all staff in meeting coordination, scheduling, analytics and other administrative needs.
- F.3.4 The Contractor's analytic team shall use reasonable efforts to provide improved data analysis through system-wide evaluation. Adaptations to current ambulatory care planning will be implemented to limit readmission and improve care access.
- F.3.5 All personnel shall be under the leadership of the PCMH+ Oversight Committee, which includes physician oversight.

G. ACCOMMODATIONS

G.1.1 The CONTRACTOR may request accommodations with respect to meeting the CCIP standards. Such accommodations shall be subject to approval by the STATE and, if approved, incorporated into the Transformation Plan. Potential accommodations include the following:

G.1.1.1 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.1.1.2 Hardship Accommodation: The CONTRACTOR may request an accommodation if the costs associated with meeting a requirement presents an insurmountable barrier.

G.1.1.3 Timetable Accommodation: The CONTRACTOR may request an additional 6-months to meet CCIP standards.

G.1.1.4 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.1.2 The CONTRACTOR must provide sufficient detail and verification to justify each request.

H. CCIP INITIATIVE PHASES

H.1.1 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 following the provision of at least 30 days advanced written notice to the Contractor, who will be given an opportunity to object to such change.

H.1.2 The Transformation Period shall last for up to 15 months, with a possibility to extend for an additional 6 months.

H.1.3 Transformation Awards shall only be available during the Transformation Period.

Table 1: Project Phases and Core Activities

Phase	Requirements
Transformation Period (month 1-15) 2/15/2017 – 5/15/2018	<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) 5/15/2018 – 8/15/2018	<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 budget set forth below. 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**), subject to contract amendment, not to exceed the total. Additional detail is located in **Attachment C: Transformation Award Budget Narrative**.

Table 2. Budget Summary

Budget Category	Total Budget
Personnel Total	\$274,375
Behavioral Health Social Worker	\$75,000
Community Health Worker (1)	\$46,875
Community Health Worker (2)	\$46,875
Community Health Worker (3)	\$46,875
VCA Director of Population Health	\$11,875
Administrative Assistant	\$46,875
Fringe Total (Fringe Rate = 25%, does not include VCA Director of Population Health)	\$65,625
Equipment Total	\$16,000
Laptops	\$10,000
Cell Phones	\$6,000
Supplies Total	\$20,000
General Office Supplies	\$1,500
Educational Pamphlets	\$3,000
Educational Videos	\$15,000
Business Cards	\$500
Other Total	\$123,750
Arcadia Data Analytics	\$45,000
PatientPing	\$45,000
Travel	\$33,750
Grand Total	\$ 499,750

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 \$499,750 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 The CONTRACTOR may submit an invoice for an advance payment in the amount of \$75,000 upon execution of this Agreement by all parties and the STATE shall make payment on such invoice within 15 days of receipt.
- I.2.5 Detailed invoices shall be prepared based on actual expenses incurred and submitted monthly. Payment will be made by the STATE within 30 days of receipt of any invoice. 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.2.5.1 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.2.5.2 Invoices for Equipment and Supplies shall include a detailed description of the item purchased, the number, unit price, total cost, and explanation of use.
- I.2.5.3 Invoices for costs associated with analytic capabilities shall include a description of the item or service purchased, cost breakdown, and explanation of use for the purpose of achieving the CCIP standards.
- 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.2.7 The advance provided for in subsection I.2.4 shall be applied to the final invoice. Any unspent funds upon termination of this Agreement shall be returned to the STATE within 30 days after the date of termination.

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

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 through July 31, 2018	August 15, 2018	August 30, 2018

J. OTHER TERMS & CONDITIONS

The CONTRACTOR shall comply with the following terms and conditions.

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

12. "Personal Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Personal Information shall also include any information regarding clients that the Department classifies as "confidential" or "restricted." Personal Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 13. "Personal Information Breach" shall mean an instance where an unauthorized person or entity accesses Personal Information in any manner, including but not limited to the following occurrences: (1) any Personal Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Personal Information that is not encrypted or protected without prior written authorization from the AGENCY; (3) the unauthorized acquisition of encrypted or protected Personal Information together with the confidential process or key that is capable of compromising the integrity of the Personal Information; or (4) if there is a substantial risk of identity theft or fraud to the client, The CONTRACTOR, the AGENCY or STATE.
 14. "Records" shall mean all working papers and such other information and materials as may have been accumulated and/or produced by The CONTRACTOR in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 15. "Services" shall mean the performance of Services as stated in Part I of this Contract.
 16. "STATE" shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
 17. "Termination" shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.
- B. Client-Related Safeguards.
1. Inspection of Work Performed.
 - (a) The AGENCY or its authorized representative shall at all times have the right to enter into The CONTRACTOR or CONTRACTOR Parties' premises, or such other places where duties under the Contract are being performed, to inspect, to monitor or to evaluate the work being performed in accordance with Conn. Gen. Stat. § 4e-29 to ensure compliance with this Contract. The CONTRACTOR and all SUBCONTRACTORS must provide all reasonable facilities and assistance to AGENCY representatives. All inspections and evaluations shall be performed in such a manner as shall not unduly delay work. The CONTRACTOR shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this Section shall be made available to The CONTRACTOR.
 - (b) The CONTRACTOR must incorporate this section verbatim into any Contract it enters into with any SUBCONTRACTOR providing services under this Contract.

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

C. **CONTRACTOR Obligations.**

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

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

4. Federal Funds.

- (a) The CONTRACTOR shall comply with requirements relating to the receipt or use of federal funds. The AGENCY shall specify all such requirements in Part I of this Contract.
- (b) The CONTRACTOR acknowledges that the AGENCY has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - (1) CONTRACTOR acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. CONTRACTOR shall provide said policy to SUBCONTRACTORS and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the AGENCY, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
 - (2) This section applies if, under this Contract, The CONTRACTOR or CONTRACTOR Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the AGENCY.
- (c) CONTRACTOR represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) CONTRACTOR shall not, for purposes of performing the Contract with the AGENCY, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List). CONTRACTOR shall immediately notify the AGENCY should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The AGENCY may cancel or terminate this Contract immediately if at any point The CONTRACTOR, SUBCONTRACTOR or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

5. Audit Requirements.

- (a) The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made. The CONTRACTOR shall provide for an annual financial audit acceptable to the AGENCY for any expenditure of state-awarded funds made by The CONTRACTOR. Such audit shall include management letters and audit recommendations. The CONTRACTOR shall comply with federal and state single audit standards as applicable.
- (b) The CONTRACTOR shall make all of its and The CONTRACTOR Parties' Records available at all reasonable hours for audit and inspection by the STATE, including, but not limited to, the AGENCY, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The STATE may request an audit or inspection at any time during the Contract term and for three (3) years after

- Termination, Cancellation or Expiration of the Contract. The CONTRACTOR shall cooperate fully with the STATE and its agents in connection with an audit or inspection. Following any audit or inspection, the STATE may conduct and The CONTRACTOR shall cooperate with an exit conference.
- (c) For purposes of this subsection as it relates to state grants, the word "CONTRACTOR" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230.
 - (d) The CONTRACTOR must incorporate this section verbatim into any Contract it enters into with any SUBCONTRACTOR providing services under this Contract.
6. Related Party Transactions. The CONTRACTOR shall report all related party transactions, as defined in this section, to the AGENCY on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a CONTRACTOR or CONTRACTOR Party and a related party include, but are not limited to:
- (a) Real estate sales or leases;
 - (b) leases for equipment, vehicles or household furnishings;
 - (c) Mortgages, loans and working capital loans; and
 - (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by The CONTRACTOR or CONTRACTOR Party.
7. Suspension or Debarment. In addition to the representations and requirements set forth in Section D.4:
- (a) The CONTRACTOR certifies for itself and CONTRACTOR Parties involved in the administration of federal or state funds that they:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
 - (4) Have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
 - (b) Any change in the above status shall be immediately reported to the AGENCY.
8. Liaison. Each Party shall designate a liaison to facilitate a cooperative working relationship between The CONTRACTOR and the AGENCY in the performance and administration of this Contract.
9. Subcontracts. Each CONTRACTOR Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no CONTRACTOR Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this

Contract. No CONTRACTOR Party shall acquire any direct right of payment from the AGENCY by virtue of this section or any other section of this Contract. The use of CONTRACTOR Parties shall not relieve The CONTRACTOR of any responsibility or liability under this Contract. The CONTRACTOR shall make available copies of all subcontracts to the AGENCY upon request.

10. Independent Capacity of CONTRACTOR. The CONTRACTOR and CONTRACTOR Parties shall act in an independent capacity and not as officers or employees of the State of Connecticut or of the AGENCY.
11. Indemnification.
 - (a) The CONTRACTOR shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
 - (1) claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of The CONTRACTOR or CONTRACTOR Parties; and
 - (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The CONTRACTOR shall use counsel reasonably acceptable to the AGENCY in carrying out its indemnification and hold harmless obligations under this Contract. The CONTRACTOR's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.
 - (b) The CONTRACTOR shall reimburse the STATE for any and all damages to the real or personal property of the STATE caused by the Acts of The CONTRACTOR or any CONTRACTOR Parties. The AGENCY shall give The CONTRACTOR reasonable notice of any such Claims.
 - (c) The CONTRACTOR's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where The CONTRACTOR is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the AGENCY is alleged or is found to have contributed to the Acts giving rise to the Claims.
 - (d) The CONTRACTOR shall carry and maintain at all times during the term of the Contract, and during the time that any sections survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The CONTRACTOR shall name the STATE as an additional insured on the policy and shall provide a copy of the policy to the AGENCY prior to the effective date of the Contract. The CONTRACTOR shall not begin performance until the delivery of the policy to the AGENCY.
 - (e) The rights provided in this section for the benefit of the STATE shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
 - (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.
12. Insurance. Before commencing performance, the AGENCY may require The CONTRACTOR to obtain and maintain specified insurance coverage. In the absence of specific AGENCY requirements,

The CONTRACTOR shall obtain and maintain the following insurance coverage, at its own cost and expense for the duration of the Contract:

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

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

- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the STATE, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The CONTRACTOR waives any objection which it may now have or shall have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the AGENCY Head or his/her designee whose decision shall be final, subject to any rights The CONTRACTOR may have pursuant to state law. In appealing a dispute to the AGENCY Head pursuant to this section, The CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, The CONTRACTOR and the AGENCY shall proceed diligently with the performance of the Contract.
- (c) The CONTRACTOR agrees that the sole and exclusive means for the presentation of any claim against the STATE arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the STATE) and The CONTRACTOR further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

14. Compliance with Law and Policy, Facility Standards and Licensing. CONTRACTOR shall comply with all:

- (a) pertinent local, state and federal laws and regulations as well as AGENCY policies and procedures applicable to CONTRACTOR's programs as specified in this Contract. The AGENCY shall notify The CONTRACTOR of any applicable new or revised laws, regulations, policies or procedures which the AGENCY has responsibility to promulgate or enforce; and
 - (b) applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, The CONTRACTOR is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.
15. Representations and Warranties. CONTRACTOR shall:
- (a) perform fully under the Contract;
 - (b) pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
 - (c) adhere to all contractual sections ensuring the confidentiality of all Records that The CONTRACTOR has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.
16. Reports. The CONTRACTOR shall provide the AGENCY with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The CONTRACTOR shall provide the AGENCY with such reports as the AGENCY requests as required by this Contract.
17. Delinquent Reports. The CONTRACTOR shall submit required reports by the designated due dates as identified in this Contract. After notice to The CONTRACTOR and an opportunity for a meeting with an AGENCY representative, the AGENCY reserves the right to withhold payments for services performed under this Contract if the AGENCY has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services The CONTRACTOR has entered into with the AGENCY. This section shall survive any Termination of the Contract or the Expiration of its term.
18. Record Keeping and Access. The CONTRACTOR shall maintain books, Records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract. These Records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the STATE or, where applicable, federal agencies. The CONTRACTOR shall retain all such Records concerning this Contract for a period of three (3) years after the completion and submission to the STATE of The CONTRACTOR's annual financial audit.
19. Protection of Personal Information.
- (a) CONTRACTOR and CONTRACTOR Parties, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

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

- (b) Each CONTRACTOR or CONTRACTOR Party shall implement and maintain a comprehensive data security program for the protection of Personal Information. The safeguards contained in such

program shall be consistent with and comply with the safeguards for protection of Personal Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or STATE concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Personal Information;
 - (2) Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Personal Information, including but not limited to passwords; and
 - (5) Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The CONTRACTOR and CONTRACTOR Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which CONTRACTOR or CONTRACTOR Parties possess or control has been subject to a Personal Information Breach. If a Personal Information Breach has occurred, The CONTRACTOR shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by The CONTRACTOR at its own cost and expense to all individuals affected by the Personal Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the STATE in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Personal Information Breach. The CONTRACTORS' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- (d) The CONTRACTOR shall incorporate the requirements of this Section in all subcontracts requiring each CONTRACTOR Party to safeguard Personal Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner CONTRACTOR's or CONTRACTOR Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of The CONTRACTOR as a Business Associate of the Department.
20. Workforce Analysis. The CONTRACTOR shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.
21. Litigation.
- (a) The CONTRACTOR shall require that all CONTRACTOR Parties, as appropriate, disclose to The CONTRACTOR, to the best of their knowledge, any Claims involving The CONTRACTOR Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

- (b) The CONTRACTOR shall provide written Notice to the AGENCY of any final decision by any tribunal or state or federal agency or court which is adverse to The CONTRACTOR or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against The CONTRACTOR or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.
22. Sovereign Immunity. The CONTRACTOR and CONTRACTOR Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the STATE of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the STATE or any of its officers and employees, which they may have had, now have or shall have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.
- D. Changes to the Contract, Termination, Cancellation and Expiration.
1. Contract Amendment.
- (a) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the OAG.
- (b) The AGENCY may amend this Contract to reduce the contracted amount of compensation if:
- (1) the total amount budgeted by the STATE for the operation of the AGENCY or Services provided under the program is reduced or made unavailable in any way; or
- (2) federal funding reduction results in reallocation of funds within the AGENCY.
- (c) If the AGENCY decides to reduce the compensation, the AGENCY shall send written Notice to The CONTRACTOR. Within twenty (20) Days of The CONTRACTOR's receipt of the Notice, The CONTRACTOR and the AGENCY shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the AGENCY may terminate the Contract effective no earlier than sixty (60) Days from the date that The CONTRACTOR receives written notification of Termination and the date that work under this Contract shall cease.
2. CONTRACTOR Changes and Assignment.
- (a) The CONTRACTOR shall notify the AGENCY in writing:
- (1) at least ninety (90) days prior to the effective date of any fundamental changes in The CONTRACTOR's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
- (2) no later than ten (10) days from the effective date of any change in:
- (A) its certificate of incorporation or other organizational document;
- (B) more than a controlling interest in the ownership of The CONTRACTOR; or
- (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve The CONTRACTOR of any responsibility for the accuracy and completeness of the performance. The AGENCY, after receiving written Notice from The CONTRACTOR of any such change, may require such contracts, releases and other instruments

evidencing, to the AGENCY's satisfaction, that any individuals retiring or otherwise separating from The CONTRACTOR have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The CONTRACTOR shall deliver such documents to the AGENCY in accordance with the terms of the AGENCY's written request. The AGENCY may also require, and The CONTRACTOR shall deliver, a financial statement showing that solvency of The CONTRACTOR is maintained. The death of any CONTRACTOR Party, as applicable, shall not release The CONTRACTOR from the obligation to perform under the Contract; the surviving CONTRACTOR Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

- (c) Assignment. The CONTRACTOR shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the AGENCY.
- (1) The CONTRACTOR shall comply with requests for documentation deemed to be appropriate by the AGENCY in considering whether to consent to such assignment.
- (2) The AGENCY shall notify The CONTRACTOR of its decision no later than forty-five (45) Days from the date the AGENCY receives all requested documentation.
- (3) The AGENCY may void any assignment made without the AGENCY's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the AGENCY for a Breach shall be without prejudice to the AGENCY's or the STATE's rights or possible claims against The CONTRACTOR.

3. Breach.

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

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

- (c) The AGENCY shall notify The CONTRACTOR in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which The CONTRACTOR must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the AGENCY, The CONTRACTOR shall immediately discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the AGENCY all Records as defined in Section A.14, unless otherwise instructed by the AGENCY in writing, and take all actions that are necessary or appropriate, or that the AGENCY may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the AGENCY and The CONTRACTOR shall deliver them to the AGENCY no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after The CONTRACTOR receives a written request from the AGENCY for the specified records whichever is less. The CONTRACTOR shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
 - (d) The AGENCY may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
 - (e) The CONTRACTOR shall deliver to the AGENCY any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the AGENCY. The CONTRACTOR shall return to the AGENCY any funds not expended in accordance with the terms and conditions of the Contract and, if The CONTRACTOR fails to do so upon demand, the AGENCY may recoup said funds from any future payments owing under this Contract or any other contract between the STATE and The CONTRACTOR. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.
7. Transition after Termination or Expiration of Contract.
- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, The CONTRACTOR shall do and perform all things which the AGENCY determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
 - (b) If this Contract is terminated, cancelled or not renewed, The CONTRACTOR shall return to the AGENCY any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the AGENCY in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the AGENCY specifies a shorter time frame in the letter of instructions, The CONTRACTOR shall affect the returns to the AGENCY no later than sixty (60) days from the date that The CONTRACTOR receives Notice.

E. Statutory and Regulatory Compliance.

1. Health Insurance Portability and Accountability Act of 1996.
 - (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), The CONTRACTOR must comply with all terms and conditions of this Section of the Contract. If The CONTRACTOR is not a Business Associate under HIPAA, this Section of the Contract does not apply to The CONTRACTOR for this Contract.
 - (b) The CONTRACTOR is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
 - (c) The State of Connecticut Agency named on page 1 of this Contract ("AGENCY") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
 - (d) The CONTRACTOR, on behalf of the AGENCY, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and
 - (e) The CONTRACTOR is a "business associate" of the AGENCY, as that term is defined in 45 C.F.R. § 160.103; and
 - (f) The CONTRACTOR and the AGENCY agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
 - (1) "Breach" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(1)).
 - (2) "Business Associate" shall mean The CONTRACTOR.
 - (3) "Covered Entity" shall mean the AGENCY of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subCONTRACTOR, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection (h)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual request that the Business Associate
- (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the individual's PHI; or
 - (C) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within five (5) business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without
- (A) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
 - (B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.
- (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b)) and this Section of the Contract.
 - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402(g) of HITECH (42 U.S.C. § 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - (C) The Business Associate, the Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.

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

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

- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (m) Miscellaneous Sections.
- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
 - (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104 191.
 - (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
 - (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
 - (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
 - (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract shall be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, CONTRACTORS or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
 - (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subCONTRACTORS, of any obligation of Business Associate and its agents, including subCONTRACTORS, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
2. Americans with Disabilities Act. The CONTRACTOR shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("Act") to the extent applicable, during the term of the Contract. The AGENCY may cancel or terminate this Contract if The CONTRACTOR fails to comply with the Act. The CONTRACTOR represents that it is familiar with the terms of this Act and that it is in compliance with the law. The CONTRACTOR warrants that it shall hold the STATE harmless from any liability which may be imposed upon the

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

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

rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the STATE, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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

- (d) The CONTRACTOR shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
 - (e) The CONTRACTOR shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the STATE and such provisions shall be binding on a subCONTRACTOR, vendor or manufacturer unless exempted by regulations or orders of the Commission. The CONTRACTOR shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such CONTRACTOR becomes involved in, or is threatened with, litigation with a subCONTRACTOR vendor as a result of such direction by the Commission, The CONTRACTOR may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the STATE and the STATE may so enter.
 - (f) The CONTRACTOR agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
 - (g) (1) The CONTRACTOR agrees and warrants that in the performance of the Contract such CONTRACTOR shall not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) The CONTRACTOR agrees to provide each labor union or representative of workers with which such CONTRACTOR has a collective bargaining Agreement or other contract or understanding and each vendor with which such CONTRACTOR has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of The CONTRACTOR's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) The CONTRACTOR agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) The CONTRACTOR agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of The CONTRACTOR which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
 - (h) The CONTRACTOR shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the STATE and such provisions shall be binding on a subCONTRACTOR, vendor or manufacturer unless exempted by regulations or orders of the Commission. The CONTRACTOR shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such CONTRACTOR becomes involved in, or is threatened with, litigation with a SUBCONTRACTOR or vendor as a result of such direction by the Commission, The CONTRACTOR may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the STATE and the STATE may so enter.
6. Freedom of Information.
- (a) CONTRACTOR acknowledges that the AGENCY must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the

STATE upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).

- (b) Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and The CONTRACTOR is a "person" performing a "governmental function", as those terms are defined in C.G.S. §§ 1-200(4) and (11), the AGENCY is entitled to receive a copy of the Records and files related to The CONTRACTOR's performance of the governmental function, which may be disclosed by the AGENCY pursuant to the FOIA.
7. Whistleblowing. This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of The CONTRACTOR takes or threatens to take any personnel action against any employee of The CONTRACTOR in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, The CONTRACTOR shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The STATE may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state CONTRACTOR, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state CONTRACTORS in a conspicuous place which is readily available for viewing by the employees of The CONTRACTOR.
8. Executive Orders. This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. This Contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. All of these Executive orders are incorporated into and made a part of the Contract as if they had been fully set forth in it. At The CONTRACTOR's request, the AGENCY shall provide a copy of these Orders to The CONTRACTOR.
9. Campaign Contribution Restrictions. For all State contracts as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's ("SEEC") notice advising state CONTRACTORS of state campaign contribution and solicitation prohibitions, and shall inform its principals of the contents of the notice. See SEEC Form 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."



CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

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DEFINITIONS

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 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 Figure 2.

Figure 2: SVMC Transformation Award Project Management Timeline

Description (Key milestones/activities)	Responsible Party	Status	2016					2017					2018							
			O	N	D	J	F	M	A	M	Jun	Jul	A	S	O	N	D	J	F	M
A Pre-Implementation:																				
1 Receive CCIP grant award	Dr. Hunt/Jeanne	Pending									Start									
B CCIP Project Plan/implementation:																				
1 Receive list of attributed members*	Dr. Hunt/Jeanne/Tyler	In progress									Start									End
2 Work with CCIP transformational vendors to develop a quality improvement plan to improve the three (3) core standards	Dr. Hunt/Jeanne/Vendor or Dr. Hunt/Jeanne/Alon a/Vendor	NA									Start									End
3 Initiate CCIP project implementation phase	Dr. Hunt/Jeanne/Alon a/Vendor	NA								Start										End
C Foundational:																				
1 Identify and develop multidisciplinary CCIP management team	Dr. Hunt/Jeanne	In progress								Start										End
2 Identify the needs of the population	Jeanne/Georgia/B HSW/CHWs	In progress								Start										
3 Identify CCIP implementation budget	Dr. Hunt/Jeanne/Alon a/Vendor	NA								Start										End
4 Identify and secure work space, equipment, and office supplies (business cards, computers-internet, phones, etc.)*	Jeanne/Georgia/Alon a/Vendor	In progress								Start										End
5 Coordination of data analytic tools (Arcadia, PatientPing, EMR, etc.)	Doug/Tyler	In progress								Start						End				
6 Develop internal training plan for BHSW and CHW (education on analytic tools, etc.)	Jeanne/Alon/Georgia	In progress								Start						End				
7 Develop and implement an assessment tool to identify at risk patients for behavioral & socioeconomic barriers*	Georgia/Doug	In progress								Start						End				
D Core 1: Comprehensive care management																				
1 Advise, interview, and hire one (1) BHSW and three (3) CHWs*	Jeanne/Georgia/Alon a/Vendor	In progress								Start										End
2 Educate/train CHWs (if applicable, grant certification)	Georgia	NA															Start			End
3 Educate and train BHSW on analytic tools, and CCIP policies and standards	Georgia	NA															Start			End
4 CHWs to discretely catalog all community resources/agencies*	BHSW/CHW	NA															Start			End

5	Develop and implement an assessment tool to identify the social determinations of health of at risk patients (behavioral & socioeconomic barriers)*	Georgia/BHSW/C HWs	NA			Start	End
6	Develop enhanced models of patient tracking & hand-off communication to support community agencies to serve the members	Georgia/BHSW/C HWs	NA			Start	End
7	Under guidance of the BHSW, CHWs to develop a new dimension to the member care plan	Georgia/BHSW/C HWs	NA			Start	End
8	Patient quality improves and costs decrease (increase community care referrals and reduction in acute care utilization)	Georgia/BHSW/C HWs/Committee	NA			Start	End
E	Core 2: Health Equity Improvement						
1	Develop and implement an assessment tool to identify the social determinations of health of at risk patients (behavioral & socioeconomic barriers, i.e. eliminate disparities)*	Georgia/BHSW/C HWs	NA			Start	End
2	BHSW and CHWs to determine the language preference of the attributed population*	BHSW/CHWs	NA			Start	End
3	CHWs to research the "no show" office rate and develop a plan to manage the rate	CHWs	NA			Start	End
4	CHWs to develop a referral process to engage community resources	CHWs	NA			Start	End
5	CHWs develop a plan aligned with PCMH PCPs and care coordination services	CHWs	NA			Start	End
6	CHWs to identify high pharmacy rate and develop a plan to curb high utilization	CHWs	NA			Start	End
F	Core 3: Behavioral Health Integration						
1	Develop and implement an assessment tool to identify at risk patients for behavioral & socioeconomic barriers (i.e. increase provider capacity for care)*	Dr. Michael/BHSW	NA			Start	End
2	Request CCIP transformational vendor to facilitate national learnings & minimize assessment development time	Dr. Michael/BHSW	NA			Start	End
3	Support community resource referral, develop/improve process for the transition of care	Dr. Michael/BHSW	NA			Start	End
4	BHSW and CHWs manage health via education (videos, pamphlets, etc.)	Dr. Michael/BHSW	NA			Start	End
5	Train office staff on management of members (provide scripts, etc.)	Dr. Michael/BHSW	NA			Start	End

* Indicates Milestone

ATTACHMENT C: Transformation Award Budget Narrative

1. Overall Budget Calculation for PY1

Budget Category	Total Budget 1/1/2017- 3/31/2018	Budget Considerations for Budget PY1	Budget 1/1/2017-9/27/2017
Personnel	\$274,375	\$274,375@60%=\$164,625	\$164,625
Fringe 23.1%	\$65,625	\$65,625@60%=\$39,375	\$39,375
Equipment			
Laptops	\$10,000	\$10,000 will be expended PY1	\$10,000
Cell Phones	\$6,000	\$6,000@60%= \$3,600	\$3,600
Supplies	\$20,000	\$19,400	\$19,400
General Office Supplies	\$1,500	\$1,500@60%= \$900	\$900
Educational Pamphlets	\$3,000	Educational Pamphlets,	\$3,000
Educational Videos	\$15,000	Videos, and Business Cards	\$15,000
Business Cards	\$500	will all be developed in PY1	\$500
Indirect 10%	n/a	n/a	n/a
Contracts	n/a	n/a	n/a
Other	\$123,750	PMPM costs for data analytics and travel costs- \$123,750@60%= \$74,250	\$74,250
Total	\$ 499,750		\$311,250

2. Salaries and Wages

The proposal outlines the requirement for four staff positions,. The Behavioral Health Social Worker will have a supervisory role for the three Community Health Workers. The salaries have been defined based on extensive market research and are outlined below. Job descriptions are included below the table.

Position Title and Name	Annual	Time	Months	Amount Requested
Behavioral Health Social Worker	\$60,000	100%	15 months	\$75,000
Community Health Worker (1)	\$37,500	100%	15 months	\$46,875
Community Health Worker (2)	\$37,500	100%	15 months	\$46,875
Community Health Worker (3)	\$37,500	100%	15 months	\$46,875
VCA Director of Population Health (leased)	\$95,000	10%	15 months	\$11,875

Assistant	\$37,500	100%	15 months	\$46,875
				\$274,375

Job Description: Behavioral Health Social Worker (BHSW)

General Job Statement:

Behavioral Health Social Worker will support individuals with mental health problems within the hospitals, community, and residential units. Their goal is to assess the person with mental illness and improve his life. They either work as a part of generic team, or integrated into multidisciplinary community health team.

Requirements:

- Bachelor's degree in psychology, social work or sociology from an accredited institution
- Master's degree in the fields related to social work is an added advantage
- Knowledge of mental health laws and regulations
- Ability to maintain friendly public relations
- Ability to deal with stress and effectively manage time
- Ability to take initiatives and decisions for the betterment of the individuals and their families
- Should have strong writing and critical thinking skills
- Bilingual/bicultural (Spanish) encouraged to apply

Key Responsibilities:

- Assessing client's levels of risk, and carrying out their needs assessments
- Interviewing clients, reviewing records, and conferring with other professionals for the evaluation of physical or mental condition of client
- Implementing group and individual therapy sessions and arranging breaks for health care providers, as necessary
- Planning and conducting programs to improve health, to prevent substance abuse, and to combat social problems
- Counseling and helping family members to aid them in supporting, understanding, and dealing with the client
- Modifying treatment plans in accordance with changes in the client status
- Collaborating with physicians, counselors, and nurses to develop, plan and manage treatment
- Referring patient, family, or client to other agencies for treatment to help in recovery from physical or mental illness
- Monitoring, evaluating, and recording client progress with that of treatment goals

Job Description: Community Health Worker (CHW)

General Job Statement:

Community Health Workers will primarily be working out in the community with specific target populations. CHWs will work closely with medical providers, primary care teams, and other agencies to improve patient care and outcomes.

Requirements:

- Any combination of 3 years' health/social services experience and/or education
- Verifiable good driving record and reliable transportation
- Background check and fingerprinting
- Bilingual/bicultural (Spanish) encouraged to apply

Key Responsibilities:

- Convey the purposes and services of a program to the user population and the impact that program or service would have
- Help patients develop health management plans and goals
- Follow-up with health management/care plans with both patients and providers
- Coach patients in effective management of their chronic health conditions and self-care
- Assist patient in understanding care plans and instructions
- Document activities, service plans, and results in an effective manner while strictly adhering to the policies and procedures in place
- Work collaboratively and effectively within a team
- Establish positive, supportive relationships with participants and provide feedback
- Help clients in utilizing resources, including scheduling appointments, and assisting with completion of applications for programs for which they may be eligible
- Assist clients in accessing health related services, including but not limited to: obtaining a medical home, providing instruction on appropriate use of the medical home, overcoming barriers to obtaining needed medical care and social services
- Facilitate communication and coordinate services between providers
- Motivate patients to be active, engaged participants in their health
- Effectively work with people (staff, clients, doctors, agencies, etc.) from diverse backgrounds in reducing cultural and socio-economic barriers between clients and institutions
- Build and maintain positive working relationships with the clients, providers, nurse case managers, agency representatives, supervisors and office staff
- Continuously expand knowledge and understanding of community resources, services and programs provided; human relations and the procedures used in dealing with the public as part of a service or program; volunteer resources and the practices associated with using volunteers, operations, functions, policies and procedures associated with the department or program area, procedures and resources available to handle new, unusual or different situations
- Identify and apply appropriate role definition and skilled boundaries
- Other duties as assigned

Job Description: Director of Population Health (leased)

The VCA currently employs a Director of Population Health. If awarded the CCIP grant, the Director of Population Health would spend 10% of her time supporting the CCIP initiatives for the VCA. Responsibilities will include ensuring consistent processes are implemented across the VCA network. The role will include strategy, onboarding, operations and development of a sustainability plan. The Director of Population Health will also be responsible for the onboarding and education of the three Community Health Workers, Behavioral Health Social Worker and Assistant.

The amount requested for this position is inclusive of any fringe and equipment expenses as they will be absorbed by the VCA through the full-time employment arrangement.

Job Description: Administrative Assistant

The Administrative Assistant (AA) will support the BHSW and CHWs in a multitude of capacities. The AA will be responsible for the overall coordination of the program. He/she will schedule and coordinate the agenda and minutes for internal meetings. Similarly, when meetings are needed with community program representatives, the AA will coordinate the meeting, arrange meeting space and prepare materials. The AA will be responsible for preparing and printing materials requested by the BHSW and CHWs as they are out in the field. The AA will also be skilled in downloading data and analytic reports from Arcadia and PatientPing. The AA will download the reports, organize as appropriate for the staff members, and disseminate on a regular basis. The AA will have the overall responsibility of program management.

3. Fringe Benefits

Fringe benefits will be provided to all five positions but are not provided for the leased Director of Population Health. The fringe benefit rate of 25% is applied to each full-time position as outlined below.

Position Title and Name	Annual	Fringe Rate	Months	Amount Requested
Behavioral Health Social Worker	\$60,000	25%	15 months	\$18,750
Community Health Worker (1)	\$37,500	25%	15 months	\$11,719
Community Health Worker (2)	\$37,500	25%	15 months	\$11,719
Community Health Worker (3)	\$37,500	25%	15 months	\$11,719
VCA Director of Population Health (leased)	n/a - leased resource from VCA			
Assistant	\$37,500	25%	15 months	\$11,719
				\$65,625

4. Consultant Costs

Our proposal does not include the use of consultants.

5. Equipment

Each Community Health Worker, Behavioral Health Social Worker, and the Administrative Assistant will require a laptop computer. The computers will be fully loaded with Microsoft Office which will enable them document program activities, complete progress reports, track time and complete other daily tasks. It is anticipated they may also require a Referral Management Tool. The costs such tools are not included in the budget as they are expected to be minimal due to existing contracts within the VCA member hospitals which will be leveraged.

Each position will also require a cellular phone with a "hotspot" connection to ensure the workers are able to connect to the internet when they are in the field. The cellular phones will be provided to the employees along with a Policy and Procedure document mandating the phones be used for business purposes only.

The equipment costs are outlined below.

Item	Number	Unit Cost	Months	Amount Requested
Laptop Computer (loaded)	5	\$2,000		\$10,000
Cellular Phone (with wifi hotspot)	4	\$100/ mo	15 months	\$6,000
				\$16,000

6. Supplies

General office supplies will be used by staff members to carry out daily activities of the program. The education pamphlets and videos will be purchased from an external vendor and used to illustrate and promote safe and healthy activities. In addition to paid educational materials, the staff will leverage appropriate free content (e.g. YouTube videos) to enhance program materials. Marketing and educational collateral will be developed in multiple languages as defined in the initial phases of the program. At this time, it is anticipated they will be developed in four languages: English, Spanish, Portuguese and Italian. VCA member hospitals have translation services that will be leveraged at no cost to the program. VCA will work with community resources to accommodate patients who are hearing impaired. Business cards will be generated for each staff member so they can share with patients and encourage regular, appropriate communication.

The supply cost is outlined below.

Item	Number	Unit Cost	Months	Amount Requested
General Office Supplies	5 sets	\$20 /mo	15 months	\$1,500
Educational Pamphlets	3,000	\$1		\$3,000
Educational Videos				\$15,000
Business Cards	5 sets	\$100 / set		\$500
				\$20,000

7. Other

Achieving better health outcomes and providing better care at a lower cost will be enabled through data, reporting, and the resulting coordination of care interventions. Accurate, timely and actionable data is needed to do this. The VCA has a long-standing relationship with Arcadia Healthcare Solutions and has together developed a robust tool – the Arcadia Analytics web portal.

The Arcadia Analytics platform is an end-to-end data aggregation, analytics, and population health management platform. Arcadia Analytics is designed to help health systems aggregate and normalize data from disparate EHR and claims sources, process that data to identify and link patient records into person records, warehouse the aggregated dataset for direct query access, process the dataset to calculate hundreds of quality and operational measures, and generate numerous reports for consumption by system administrators, quality leaders, business intelligence analysts, and care team members through the Arcadia Analytics self-service web portal. The technology modules that comprise the platform are as follows:

1. **Arcadia Data Connect:** ETL platform capable of processing large, disparate datasets in near real-time. Best-in-class integration platform and years of EHR and claims data experience.

Vendor-agnostic, Arcadia has reference mappings to 30+ EHRs, 20+ national and local payer feeds, and real-time data quality monitoring.

2. **Master Patient Index:** Arcadia's proprietary MPI matches patients and members across data sources for a fully longitudinal patient view. Supports multiple disparate data sources and is tuned on a per-install basis with results of 99% specificity, 93% sensitivity.
3. **Arcadia Data Warehouse:** Store rich claims and clinical datasets in a simplified model that can be easily accessed and queried. Claims & clinical data marts with a simplified, analytics-focused data structure. Direct, database-level access for ad-hoc analytics and integrations with common BI tools.
4. **Measure Calculation Engine:** Arcadia's measure engine allows for rapid measure customization and development and performs calculations on millions of patients in a matter of seconds. Hundreds of measures and reports out-of-the-box, including ACO, MU, PCMH, CQM, HEDIS, PQRS, and others.
5. **Arcadia Analytics Portal:** Arcadia's modern, secure, user-friendly web application with role-based access to enable meaningful adoption across the organization. Built on a modern framework leveraging Angular.js and D3 for data visualization, the Arcadia Analytics portal has a number of pre-built reports, measures, and apps to enable performance management, cost and utilization management, flexible registry creation and sharing, care management, and patient outreach.

Additional information on Arcadia Analytics will be provided upon request. In short, the tool will be leveraged for the attributed population in these key areas:

- Care management through the Care Management Module
- Patient outreach and engagement
- Clinical data aggregation
- Risk modeling and stratification
- Reporting and decision making
- Supporting decisions at the point of care
- Integrating EHR and care management platforms

The VCA also has an established relationship with PatientPing. PatientPing has a relationship with Connecticut Hospital Association (CHA) to receive real time ADT feeds on inpatient admissions, observations, emergency room and ambulatory facilities. PatientPing connects providers through real-time admission and discharge notifications, and aims to help providers transform the way care is delivered. Care coordinators, hospital social workers, case managers, primary care physicians, practice managers, or any other provider receives real-time notifications ("Pings") when patients are admitted or discharged from any ER, hospital, SNF, LTACH, home health agency, or any other facility anywhere. Furthermore, admitting facilities receive guidelines from the care team upon admission and discharge. The guidelines are seen by admissions coordinators at hospitals, SNFs, home health agencies, and other admitting providers and contain the patient's full care team with contact information, instructions on how to work with care team, and history of hospital and other facility visits. The documented impact of the program includes:

- Reduced Readmissions
- Reduced Hospital and SNF length of stay
- Reduced Home health recertification rates
- Reduced ER/Observations to inpatient conversions

- Post-acute care (LTACH, IRF, SNF, HHA) case mix optimization

The VCA PatientPing Work Flow is attached. Additional information on PatientPing will be provided upon request.

The program will utilize the resources available through Arcadia Analytics and PatientPing at a PMPM cost.

The last component of "other" costs is related to travel reimbursement for the four staff members. We are estimating each staff member to drive an average of 50 miles per day (~25 in urban settings and up to ~75 in rural settings). Our 15-month request is based on 50 miles per day, 5 days a week, for 50 weeks a year (at the government reimbursement rate of \$.54/mile).

A summary of the costs is included in the table below.

Item	Attributed Estimate	PMPM Cost*	Months	Amount Requested
Arcadia - Data Analytics	20,000	\$0.15	15 months	\$45,000
PatientPing - Service	20,000	\$0.15	15 months	\$45,000
	Number	Per Mile Cost	# of Miles per Day	Amount Requested
Travel	4	\$0.52	50	\$33,750
*PMPM Costs to be Negotiated				\$123,750

8. Total Direct Costs

The total direct costs for the 15-month period as outlined in sections A-F above are as follows:

Budget Category	1/1/2017-3/31/2018
Personnel	\$274,375
Fringe	\$65,625
Equipment	\$16,000
Supplies	\$20,000
Contracts (Consulting and Training)	n/a
Other	\$123,750
Total	\$499,750

9. Indirect Costs

There are no indirect costs.

ACCEPTANCES AND APPROVALS

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

CONTRACTOR

ST VINCENT'S MEDICAL CENTER

Contractor (Corporate/Legal Name of Contractor)

Simon C. Casson

Authorized Official (Signature)

2/14/17

Date

CEO

Title

OFFICE OF THE HEALTHCARE ADVOCATE

Theodore M. Doolittle

THEODORE M. DOOLITTLE, HEALTHCARE ADVOCATE

2/16/17

Date

OFFICE OF THE ATTORNEY GENERAL

Joseph Rubin

Joseph Rubin

~~ASST./ASSOC.~~ ATTORNEY GENERAL
(Approved as to form) & legal sufficiency

3/10/17

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.

St. Vincent's Medical Center

Contractor Name

Office of the Healthcare Advocate

Awarding State Agency

State Agency Official or Employee Signature

Printed Name

Date

Title

Sworn and subscribed before me on this 16 day of Feb, 2017.

Signature of Commissioner of the Superior Court or Notary Public, with handwritten number #928123

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 CEO / PRESIDENT of ST. VINCENTS MEDICAL CENTER, 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

ST VINCENTS HEALTH PARTNERS and that VALUE CARE ALLIANCE
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.

Vincent C. Caponi
Authorized Signatory

Vincent C. Caponi
Printed Name

Sworn and subscribed to before me on this 3 day of August 2016.

Dolores Miele
Commissioner of the Superior Court/ Notary Public

May 31, 2021
Commission Expiration Date



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

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.

St Vincent's Medical Center, Signature of Vince Caponi, Date July 29, 2016

Vince Caponi, CEO, Printed Name (of above), Awarding State Agency

Sworn and subscribed before me on this 26 day of July, 2016.

Signature of Notary Public, Commissioner of the Superior Court or Notary Public, My Commission Expires May 31 2021



STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name

Vincent C. Caponi
Printed Name of Authorized Official

Vincent C. Caponi

Signature of Authorized Official

Subscribed and acknowledged before me this 3 day of August, 2016.

Dolores Miele

Commissioner of the Superior Court (or Notary Public)

May 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