



**PSA**

**ORIGINAL CONTRACT:** 18DSS1202GQ  
**MAX CONTRACT \$** 393,750.00  
**DSS CONTACT PERSON:** Robert Zavoski  
**CONTACT TELEPHONE:** (860)424-5583

STATE OF CONNECTICUT  
 PERSONAL SERVICE AGREEMENT  
 ("PSA", "Contract" and/or "contract")  
 Effective June 1, 2018

**The State of Connecticut  
 Department**

**Department of Social Services**

**Street:** 55 Farmington Avenue

**City:** Hartford **State:** CT **Zip:** 06105

**Tel#:** (800) 842-1508 ("Agency" and/or "Department"), hereby enters into a Contract with:

**Contractor's Name:** Community Health Network of Connecticut, Inc.

**Street:** 11 Fairfield Blvd

**City:** Wallingford **State:** CT **Zip:** 06492

**Tel#:** (203) 940-4091 **FEIN/SS#:** 061429341

**DUNS #** 947103628

("Contractor"), for the provision of services outlined in Part I and for the compliance with Part II. The Agency and the Contractor shall collectively be referred to as "Parties". The Contractor shall comply with the terms and conditions set forth in this Contract as follows:

<b>Contract Term</b>	This Contract is in effect from 01/01/2019 through 06/30/2021
<b>Statutory Authority</b>	The Agency is authorized to enter into this Contract pursuant to § 4-8, 17b-3 of the Connecticut General Statutes ("C.G.S.").
<b>Set-Aside Status</b>	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
<b>Effective Date</b>	This Contract shall become effective only as of the date of signature by the Agency's authorized official(s) and, where applicable, the date of approval by the Office of the Attorney General ("OAG"). Upon such execution, this Contract shall be deemed effective for the entire term specified above.
<b>Contract Amendment</b>	Part I of this Contract may be amended only by means of a written instrument signed by the Agency, the Contractor, and, if required, the OAG. Part II of this Contract may be amended only in consultation with, and with the approval of, the OAG and the State of Connecticut, Office of Policy and Management ("OPM").

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively called "Notices") shall be deemed to have been effected at such time as the Notice is hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

<b>If to the Agency:</b>	State of Connecticut, Department of Social Services 55 Farmington Avenue Hartford, CT 06105  Attention: <u>Diana Speranza</u>	<b>If to the Contractor:</b>	Community Health Network of Connecticut, Inc. 11 Fairfield Blvd Wallingford, CT 06492  Attention: <u>Sylvia Kelly</u>
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A party may modify the addressee or address for Notices by providing fourteen (14) days' prior written Notice to the other party. No formal amendment is required.

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## **PART I. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, PROGRAM-SPECIFIC AND AGENCY-SPECIFIC SECTIONS**

The Contractor shall provide the following specific administrative support services for the Department, and its partners, and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget. No sections in this Part I shall be interpreted to negate supersede or contradict any section of Part II. In the event of any such inconsistency between Part I and Part II, the sections of Part II shall control.

### **Introduction**

The Center for Evidence-Based Policy of the Oregon Health & Science University (OHSU) conducts collaborative projects aimed at producing evidence-based research products for use by state Medicaid agencies and policymakers. The State of Connecticut Department of Social Services (hereinafter referred to as the “Department”) is interested in participating in two of these projects: (1) Drug Effectiveness Review Project (DERP), and (2) Medicaid Evidence-Based Decisions Project (MED V). The Department has identified Community Health Network of Connecticut (hereinafter referred to as the “Contractor”), to be the appropriate partner to enter into an agreement with OHSU due to its current role as an Administrative Services Organization (ASO) to the Department.

**A. TERM:** This term of this Contract shall be as follows:

1. DERP project activities will be effective from January 1, 2019 to June 30, 2021.
2. MED V project activities will be effective from January 1, 2019 to December 31, 2019.

### **B. CONTRACTOR RESPONSIBILITIES**

1. The Contractor shall enter into an agreement with OHSU upon Department’s approval of the DERP and MED V project agreement terms as specified in APPENDIX A and APPENDIX B respectively. The Contractor shall seek Department’s approval prior to initiating amendments and/or termination of the DERP and MED V agreement with OHSU.
2. The Contractor shall:
  - a. review OHSU invoices with the Department, and
  - b. upon approval of invoices by the Department, make payments to OHSU as per the terms of the DERP and MED V agreements.
3. The Contractor shall provide, mutually agreed upon, administrative support to further the purpose of the DERP and MED V projects.
4. The Contractor shall cooperate in ensuring that the Department has full access to the collaborative and materials provided by OHSU.

### **C. DEPARTMENT RESPONSIBILITIES**

1. The Department shall review and approve the agreement terms for the (1) Intergovernmental Agreement for Evidence-Based Policy Research with regards to the Drug Effectiveness Review Project (DERP) and (2) Medicaid Evidence-Based Decisions Project (MED V) prior to the Contractor signing these agreements with OHSU.
2. The Department shall have full access to the collaborative and materials.
3. The Department shall assign a DSS representative who shall:
  - a. serve in the governing committees of the DERP and MED V projects,
  - b. attend the monthly governance committee calls and participate in decisions related to governance,
  - c. participate in the orientation sessions and attend conferences,
  - d. participate in selection of topics to be studied.
  - e. participate in determining key questions for research,
  - f. assist with soliciting clinical advisors and experts to review reports and provide clinical input as necessary.

- g. participate in the design, implementation, and updates of project processes.
- h. participate in the design and implementation of research dissemination processes.
- i. provide feedback regarding draft reports and a response to the final report.
- j. participate in the selection and development of Individual Topic Requests (ITR).
- k. identify local decision making bodies to received completed project products, and
- l. in coordination with project leadership, represent the projects in forums designed to explore issues associated with benefit design, coverage decisions, and related topics of the Governance Committee of each respective project.

**D. CONTRACTOR PAYMENT SCHEDULE**

Contractor shall invoice the Department for project fees payable to OHSU within one week of receipt of invoice from OHSU. Contractor shall also include the invoice received from OHSU for Department’s review.

Department shall make payments for approved invoices within 30 days of receipt.

**E. LIASONS**

Both Parties agree to have specifically named liaisons at all times. These representatives of the Parties will be the first contacts regarding any questions or problems that may arise during implementation and operation of the Agreement.

For Department:

Dr. Robert Zavoski  
Medical Director  
Department of Social Services  
55 Farmington Avenue  
Hartford, CT 06105  
(860) 424-5583

For Contractor:

Dr. Lawrence Magras  
Senior Vice President, Population Health & Chief Medical Officer  
Community Health Network of Connecticut  
11 Fairfield Boulevard  
Wallingford, CT 06492  
(203) 949-4127

**F. NOTICES**

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively called “Notices”) shall be deemed to have been effected at such time as the Notice is hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

For Department:

Diana Speranza  
Manager – Division of Financial Analysis  
Department of Social Services  
55 Farmington Avenue  
Hartford, CT 06105

For Contractor:

Sylvia Kelly  
President and CEO  
Community Health Network of Connecticut  
11 Fairfield Boulevard  
Wallingford, CT 06492

Said notices shall become effective on the date of receipt as specified above or the date specified in the notice, whichever comes later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address, which shall be effective on the tenth day following receipt.

**G. BUDGET**

The total maximum value of this contract shall not exceed \$393,750.00 to cover the costs of project fees payable to OHSU as follows:

<b>Description</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>Total Amount</b>
DERP Project @ \$95,500/year	\$95,500.00	\$95,500.00	\$47,750.00	\$238,750.00
MED V Project @ \$155,000/year	\$155,000.00	\$ 0.00	\$ 0.00	\$155,000.00
Total	\$250,500.00	\$95,500.00	\$47,750.00	\$393,750.00

The Contractor shall send a copy of the OHSU invoice within a week of receipt for review and approval by the Department.

## PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

- A. Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:
1. **"Bid"** shall mean a bid submitted in response to a solicitation.
  2. **"Breach"** shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
  3. **"Cancellation"** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
  4. **"Claims"** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
  5. **"Client"** shall mean a recipient of the Contractor's Services.
  6. **"Contract"** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
  7. **"Contractor Parties"** shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
  8. **"Data"** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
  9. **"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.
  10. **"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.
  11. **"Confidential Information"** (formerly "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, Confidential Information

shall also include any information regarding clients that the Agency classifies as "confidential" or "restricted." Confidential 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.

12. **"Confidential Information Breach"** (formerly "Personal Information Breach") shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential 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 Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the State.
13. **"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, correspondence, and 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, kept or stored in any form.
14. **"Services"** shall mean the performance of Services as stated in Part I of this Contract.
15. **"State"** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. **"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. **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.
2. **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 17a-101q, inclusive, 17a-102a, 17a-103 through 17a-103e, inclusive, 19a-216, 46b 120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).
3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

#### **C. Contractor Obligations.**

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM the Web at [http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806).

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 Department of Social Services 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 and Inspection of Plant, Places of Business and Records.**

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) 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.
- (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

- 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 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 of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.

- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (e) This section shall survive the Termination 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. Sovereign Immunity.** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

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

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

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. Protection of Confidential Information.**

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential 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.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data -- security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential 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 Confidential Information;
  - (2) Reasonable restrictions on access to records containing Confidential 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 Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties

have come to possess or control has been subject to a Confidential Information Breach. If a Confidential 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 Agency 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 Confidential 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 C.G.S. § 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 Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, 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 Confidential 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 the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

**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.

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

**1. Contract Amendment.**

- (a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.
- (b) 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 Office of the Connecticut Attorney General.

- (c) 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.
- (d) 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) 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 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"), as noted in this Contract, 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 is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) 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. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").
- (f) Definitions
- (1) "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
  - (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, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate 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 45 C.F.R. § 164.402.
- (g) 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 and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
  - (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 in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.
  - (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, 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. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
  - (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 designated by the Covered Entity.
  - (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, maintained, transmitted 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 investigating or determining Covered Entity's compliance with the HIPAA Standards.
- (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 designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
  - (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
  - (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
  - (14) In the event that an Individual requests that the Business Associate
    - (A) restrict disclosures of PHI;
    - (B) provide an accounting of disclosures of the Individual's PHI;
    - (C) provide a copy of the Individual's PHI in an electronic health record; or
    - (D) amend PHI in the Individual's designated record set 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, and shall ensure that its subcontractors do 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 by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations 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 thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. 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 PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
    - (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
  2. A description of the types of unsecured PHI 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 Individual(s) take to protect themselves from potential harm resulting from the breach.
  4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
  5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive, of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
- (E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- (G) 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.
- (h) 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 HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2) Specific Use and Disclosure Provisions
    - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
    - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is

disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
  
- (i) 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(s) 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.
  
- (j) 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 HIPAA Standards 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.
  
- (k) 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 (g)(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 (k)(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, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten (10) 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.

(1) **Miscellaneous Sections.**

- (1) **Regulatory References.** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) **Amendment.** The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104 191.
- (3) **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) **Effect on Contract.** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) **Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

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

**3. Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a 60a and 4a-60g to carry out this policy in the award of any subcontracts.

4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

5. **Non-discrimination.**

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender



identity or expression, 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; 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 C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 C.G.S. § 46a-56, as amended; 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 regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the

State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 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 C.G.S. § 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 C.G.S. § 46a-56 as amended; 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 regarding a State contract, 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, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.

9. **Campaign Contribution Restriction.** For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" reprinted below.



## 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](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."



## DEFINITIONS

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

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

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

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

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of 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.

**SIGNATURES AND APPROVALS**  
**Contract # 18DSS1202GQ**

The Contractor Is Not a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

**Contractor**

Contractor  
DocuSigned by:  
Sylvia Kelly  
9282F056C90A4C7...  
Signature  
4/2/2019 | 10:42 AM EDT  
Date

Sylvia Kelly President and CEO  
Name and Title of Authorized Official

**Connecticut Department of Social Services**

DocuSigned by:  
Kathleen M. Brennan  
22907CB64C44E425...  
Signature  
4/4/2019 | 10:58 AM EDT  
Date

Kathleen M. Brennan Deputy Commissioner  
Name and Title of Authorized Official

**Connecticut Attorney General** *approved as to form:*

DocuSigned by:  
Joseph Rubin  
9B68A829F9A14DD...  
Signature  
4/8/2019 | 4:39 PM EDT  
Date

Joseph Rubin, Asst. Deputy Attorney General  
Name and Title of Authorized Official

**APPENDIX A**

**AGREEMENT  
Between**

**OREGON HEALTH & SCIENCE UNIVERSITY  
On behalf of its  
Center For Evidence-Based Policy**

**And**

**COMMUNITY HEALTH NETWORK OF CONNECTICUT**

**FOR**

**Drug Effectiveness Review Project (DERP)**

This Agreement is between Oregon Health & Science University on behalf of its Center For Evidence-based Policy (hereinafter referred to as the “Center”) and Community Health Network of Connecticut ((herein after referred to as “Participant”).

Whereas, the Center has proposed to collaborate with the Participant to further the purpose of its Drug Effectiveness Review Project (DERP);

Whereas, the Center and the Participant (hereinafter referred to as “Parties”) desire this Agreement and the work to be performed under it to fully comply with applicable administrative requirements and cost principles and all other pertinent federal laws, rules, and regulations;

Now, therefore, the Parties agree to the following conditions:

**I. AUTHORITY**

- A. The Center has authority to enter this Agreement under ORS 353.100(1) and ORS 190.110.
- B. The Participant has authority to enter this Agreement through its capacity as an Administrative Services Organization for the State of Connecticut Department of Social Services (DSS). The Participant’s roles and responsibilities with the Center are agreed to with DSS in Connecticut State contract #18DSS1202GQ.

**II. TERM**

- A. This Agreement shall become effective on January 1, 2019, or upon the date it is fully executed by the parties and shall expire, unless otherwise terminated or extended, on June 30, 2021.

**III. PURPOSE**

- A. **Project Mission:** The Drug Effectiveness Review Project (DERP) is a trailblazing collaborative of state Medicaid and public pharmacy programs that produces concise, comparative, evidence-based research products designed to assist policymakers and other decision makers grappling with difficult drug coverage decisions. Nationally recognized for its clinical objectivity and high-quality research, DERP focuses on specialty and other high-impact drugs—particularly those that have a potential to change clinical practice. DERP research evaluates the efficacy, effectiveness, and safety of drugs to ultimately help improve patient safety and quality of care, while helping government programs contain exploding costs for new therapies. DERP strives to create effective collaboration among Medicaid programs and their public agency partners, offering up-to-date clinical evidence on which to base policy decisions related to pharmaceuticals.
- B. **Background:** A coalition of state participating organizations has been working since 2003 to increase the amount of objective research on pharmaceuticals by producing concise, comparative, evidence-based research products designed to assist policymakers and other public decision makers grappling with difficult drug coverage decisions. DERP is a nationally recognized self-governing forum that uses a collaborative model to provide objective research on drug effectiveness to bring evidence to drug policy

decisions. The program offers the best available, high-quality clinical evidence—highlighting safety issues, adverse events, and effectiveness—through synthesis of available global evidence.

#### IV. RESPONSIBILITIES

##### A. The Center shall:

1. Organize and administer DERP, including:
  - a. Executing contracts with Participants.
  - b. Organizing and staffing the DERP governance process.
  - c. Executing and maintaining contracts as necessary with subcontractors.
  - d. Coordinating and facilitating the evidence development, methodology, and review process including standards for research, communication processes, and additional information needs.
  - e. Coordinating, facilitating, and assisting with identification of clinical experts to provide clinical input, as necessary, during development of evidence products.
  - f. Organizing and coordinating the product development and dissemination process.
  - g. Contracting with qualified vendors, as necessary, to conduct research. Monitoring contractors for compliance with DERP standards and methods, including timelines, cost, and quality assurance standards.
  - h. Meeting with industry and health care leaders on behalf of DERP to advocate, inform, and represent the collaborative as necessary.
2. Conduct an Evidence-informed Health Policy (EiHP) workshop as an orientation session for Participants:
  - a. In partnership with Millbank Memorial Fund, the Center provides EiHP policy workshops for state officials and their staff. These trainings are designed to help state participants learn how to evaluate the quality of research and use research to inform health policy decisions and population health. These trainings are tailored to meet the individual needs and topics of the state.
  - b. States can request up to 2 (two) EiHP workshops during the contract term.
    - i. One workshop will be in person, held on site in the state.
    - ii. A second workshop can be requested during the contact term. This workshop can be in person, occurring on site in the state or performed via video and teleconference as mutually determined by the Center and Participant.
3. Organize, staff, and fund two participants' conferences each year, including reasonable travel expenses, lodging, and registration.
4. Provide information regarding DERP to interested parties in appropriate formats.
5. Provide technical assistance when requested at an additional cost to the Participant, mutually agreed upon by the Center and Participant. Technical assistance could include, but is not limited to:
  - a. Engagement and facilitation regarding local decision-making processes.
  - b. Value-based or outcomes-based alternative payment model strategy development.
  - c. State-specific evidence and policy research.
  - d. Stakeholder engagement and facilitation.
  - e. Payment reform and benefit design consultation.
  - f. Other assistance as mutually determined.
6. Provide DERP research products (as defined in Attachment 1, Definitions, Item II, Descriptions of Research Products) at the direction of governance group.
7. Organize and produce participant-specific Individual Topic Request (ITR) products. ITRs are state-specific research products that are nominated, scoped, and produced specifically for the participating organization. ITRs will be produced outside of the typical governance group's topic nomination and research production process, generally on an abbreviated and accelerated timeline agreed upon with the Participant.



- a. \$10,000 of each year's annual payment from the Participant will be put in reserve for participant-specific ITRs.
- b. ITR report size will be limited to \$10,000, which includes a defined timeline and scope.
- c. Participating states can combine or pool ITR funds together with other state participants for agreed-upon topics to obtain larger report products.
- d. All ITRs produced will be made available to all participants in the DERP collaborative.

B. Community Health Network of Connecticut shall:

1. Support DERP for the term of this Agreement, including:
  - a. Provide payments as required under Section V, Considerations.
  - b. Provide representative duly authorized by DSS to vote on its behalf to the governance process.
  - c. Provide a qualified contracts liaison.
2. Attend orientation sessions, monthly governance calls, and biannual participants' conferences.
3. Actively participate in the governance process.
4. Participate in selection of topics to be studied.
5. Participate in determining key questions for research.
6. Assist with soliciting clinical advisors and experts to review DERP reports and provide clinical input as necessary.
7. Participate in the design, implementation, and updates of DERP processes.
8. Participate in the design and implementation of research dissemination processes.
9. Provide feedback regarding draft reports and a response to the final report.
10. Participate in the selection and development of ITRs.

C. Deliverables

1. Deliverables shall be determined annually within available Project resources and shall include governance conferences, evidence reports, derivative products, and other services and products determined by the Governance Committee.
2. Program deliverables are subject to change by formal vote of the Governance Committee and agreement by the Center.

## V. CONSIDERATIONS

- A. The annual Project fee is \$95,500. The Participant agrees to pay the Center annually the amount of \$95,500 due 30 days after receipt of the invoice in July of each year of the agreement. The total amount payable under this Agreement is \$238,750, unless additional technical assistance is requested as outlined in Section V, Considerations, Item E, or unless the Participant chooses to send an additional person to conferences as outlined in Section V, Considerations, Item F. For DERP VI, Year 1, \$47,750 will be due by January 31, 2019. Payments for technical assistance shall be due 30 days after receipt of an invoice. The Center shall submit invoices to the Participant in advance of the payment due dates identified above. The Center shall submit invoices to the Financial Contact listed in Section VII, Other Terms of Agreement, Item G, Notices.
- B. Program deliverable amounts are confirmed by the DERP Governance Committee on an annual basis. The payment amount in Section V, Considerations, Item A assumes that 13 organizations will be participating in DERP, and that costs will be shared equally among participants. If fewer than 13 organizations participate, the Center and Governance Committee might reduce the scope of Project products.
  - a. \$10,000 of each year's annual payment from each Participant will be allocated into reserve for participant-specific ITR research product(s).
  - b. ITR report size will be limited to \$10,000, which includes a defined timeline and scope.
- C. The Project fee, in whole or part, will not be refunded if the Participant or the Center terminates this Agreement. In the event that the Governance Committee chooses to terminate DERP Project operations, the Participant's Project fee will be refunded minus prorated administrative and other costs incurred through the date of disbanding.
- D. The annual Project fee in Section V, Considerations, Item A covers all participant costs for the collaboration.

- E. The Center is available to respond to additional technical assistance needs, including evidence application and related policy development. These additional services will be considered outside the scope of this contract and will be requested and commissioned on an as-needed basis by the Participant. Additional technical assistance requests from the Participant that are outside of the DERP scope, such as report presentations, will be billed at a negotiated rate between the Participant and the Center.
- F. The Participant has the option to send an additional person to each conference for an additional \$2,500 fee, which is not included in the annual Project fee in Section V, Considerations, Item A.

## **VI. TRAVEL and PER DIEM**

The Center and the Participant each shall be responsible for the travel reimbursement costs of their own employees and agents, with the exception of travel expense and registration for participants to attend the biannual participants' conferences referenced in Section IV, Responsibilities, Item A.3.

If an additional participant is sent to a conference, the cost is referenced in Section V, Considerations, Item F.

## **VII. OTHER TERMS OF AGREEMENT**

- A. Work performed under this Agreement will be conducted according to the manner, time, and place determined by the Center and Participating Organizations under the governance process created under this Agreement.
- B. The terms of this Agreement cannot be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written amendment that has been signed by both parties.
- C. In the event that any provision of this agreement is rendered invalid or unenforceable by any law or regulation, or declared null and void by any court of competent jurisdiction, that part shall be reformed, if possible to conform to law. If reformation is not possible, that part shall be deleted, and the remainder of the provisions of this agreement shall, subject to this paragraph, remain in full force and effect. The Center is an independent contractor. No provision of this Agreement shall be deemed to constitute the Participant or any agent or employee of the Participant as an agent or employee of the Center. The Participant agrees that it has entered into this Agreement and will discharge its obligations, duties, and undertakings and the work pursuant thereto, whether requiring professional judgment or otherwise as an independent Center and without liability on the part of the Center.
- D. To the extent permitted by state law, the Participant agrees to defend, indemnify, and hold the Center and its officers, employees, and agents, harmless from and against any and all liability, loss expense (including reasonable attorney's fees), or claim for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent that such liability, loss, expense, attorney's fees, or claim for injury or damages are caused by or result from the negligent or intentional acts of the Participant.
- E. Except as otherwise limited by the Oregon Constitution, Article XI, Section 7, and subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, the Center agrees to defend, indemnify, and hold the Participant and its officers, employees, and agents, harmless from and against any and all liability, loss expense (including reasonable attorney's fees), or claim for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent that such liability, loss, expense, attorney's fees, or claim for injury or damages are caused by or result from the negligent or intentional acts of the Center.

F. Notices: All notices required to be given under this Agreement shall be in writing and sent to the party as indicated.

CENTER	PARTICIPANT
<b>AUTHORIZED OFFICIAL</b> Lisa Fitzpatrick Manager, Research Grants & Contracts Oregon Health & Science University 3181 SW Sam Jackson Park RD, L106RGC 503-494-7033 (phone) 503-494-7787 (fax) orserv@ohsu.edu	<b>AUTHORIZED OFFICIAL</b> Sylvia Kelly President and CEO Community Health Network of Connecticut, Inc. 11 Fairfield Blvd, Wallingford, CT 06492 (203) 949-4091 skelly@chnct.org
<b>ADMINISTRATIVE CONTACT</b> Neil Unger Administrator, Research Grants & Contracts Oregon Health & Science University 3181 SW Sam Jackson Park RD, L106RGC 503-494-6399 phone 503-494-7787 fax unger@ohsu.edu	<b>ADMINISTRATIVE CONTACT</b> Dr. Lawrence Magras Senior Vice President, Population Health & Chief Medical Officer Community Health Network of Connecticut, Inc. 11 Fairfield Blvd, Wallingford, CT 06492 (203) 949-4127 lmagras@chnct.org
<b>FINANCIAL CONTACT</b> Scott Harvey Oregon Health & Sciences University Center for Evidence-based Policy 3030 SW Moody Avenue - Suite 250 Mail Code MDYCEBP Portland, OR 97201 503- 494-9734 – phone 503-494-3807 – fax harveysc@ohsu.edu	<b>FINANCIAL CONTACT</b> Abe Benitez Senior Vice President and Chief Financial Officer Community Health Network of Connecticut, Inc. 11 Fairfield Blvd, Wallingford, CT 06492 (203) 626-7160 abenitez@chnct.org

G. Termination

1. This Agreement may be terminated by mutual consent of both parties or by either party upon thirty (30) days' notice. This termination must be in writing and delivered by certified mail or in person. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
2. In addition, the Center may terminate this Agreement, in whole or in part, effective upon delivery of written notice to the Participant, or at such later date as may be established by the Center, under any of the following conditions:
  - a. If Center funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the products contemplated under this Agreement;
  - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the products are no longer allowable or appropriate under this Agreement; or
  - c. If a court of competent jurisdiction issues any order that limits the Center's authority to implement the evidence-based review of the Project.
3. The Center, by written notice to the Participant, may at any time terminate the whole or any part of this Agreement if the Participant fails to provide the agreed payments within the time specified herein or any extension thereof. If the Center terminates this Agreement under this item, then the Center shall have any remedy available to it in law or equity.
4. The rights and remedies of the Center provided in Subsection H, Termination are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

H. Ownership Rights:

All tangible and intangible work products (including deliverables) are the exclusive property of the Center. The Center shall secure all permissions, consents, or licenses required from contractors, subcontractors, and any other third party holding a right, title, or

interest in the work products. The Center shall grant to the Participant a perpetual, noncommercial, nonexclusive, royalty-free, irrevocable right in regards to the Participant's use of the work products, for its own purpose, to produce, reproduce, or distribute the work products with proper acknowledgement given to the author(s) and the copyright owner(s). The Participant shall not have the right to change the content of any work products, and any translation of them shall require the written approval of the owner(s) of the copyright. DERP reports and materials, new and existing, are prepared for use by the DERP Participants, their respective staff, and their constituent decision-making bodies. DERP reports and materials are considered proprietary for exclusive use by DERP Participants. The DERP Governance process provides an opportunity for Participants to make alternative arrangements for reports to be available to non-participants on an exception basis.

I. Merger Clause:

This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the Center to enforce any provision of this Agreement shall not constitute a waiver by the Center of that or any other provision.

- J. Participant will not have access to the collaborative or materials, but does have the contractual right to contract with the Center so that the Connecticut State Government can have access to the collaborative and materials.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE CENTER AND THE PARTICIPANT. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF BOTH ORGANIZATIONS.

Approved and Agreed:  
OREGON HEALTH & SCIENCE UNIVERSITY

By: \_\_\_\_\_  
Kellie Guentert  
Manager, Grants & Contracts  
Date

COMMUNITY HEALTH NETWORK OF CONNECTICUT

By: \_\_\_\_\_  
Date

## Attachment 1. Definitions

### I. Terms

For the purposes of this Agreement, the following words shall have the following meanings:

- A. **Governance Committee** means a committee of representatives from Participating Organizations that advises the **Center** and the **Project**.
- B. **Participating Organizations** means other organizations and entities, including the **Participant**, that have entered into the **Project** Agreement with the **Center**.
- C. **Projects** means those services and research documents provided to the Participant and Participating Organizations including:
  - i. Organization and facilitation to coordinate governance meetings.
  - ii. Maintenance of the proprietary electronic library that houses all DERP documents.
  - iii. Technical assistance including the application of research to policy.
  - iv. Coordination of Project governance and administration necessary to administer products and services of the **Project**, to support the deliberations of the Governance Committee, communicate with external advocacy organizations and stakeholders, facilitate **Project** communication, and strengthen the collaboration among **Participating Organizations**.
  - v. Other products and services as determined by the Governance Committee.
  - vi. Production of evidence documents, including reports, reviews, assessments, or briefs whether in draft or final form, and any updates thereof of single drugs or drug classes produced by an evidence vendor detailing research methods, rationale, and assumptions and based on rigorous, comprehensive syntheses and analyses of the scientific literature on topics relevant to clinical, social science/behavioral, economic, and health care organizations and to delivery issues.

### II. Descriptions of Research Products

The Center reserves the right to modify the structure and methods of all research products to best meet the needs of DERP participants. The research products covered **include but are not limited to** the following:

- A. Systematic Review and Meta-analysis or Network Meta-analysis
  - a. Original and Updated Reviews
- B. Rapid Review
- C. ITR
- D. Topic Brief
- E. Data Analysis
- F. Summary Documents
- G. Pipeline Analysis

#### A. Systematic Reviews and Meta-analysis

Systematic reviews (with and without a meta-analysis and/or network meta-analysis) are the most comprehensive and extensive products generated for DERP participants. This product type will include a comprehensive search of the peer-reviewed and gray literature, critical appraisal of the quality of included studies, an assessment of the quality of the body of evidence, and, where requested by DERP participants, a meta-analysis or network meta-analysis. Additionally, a pipeline analysis might be included in this product type (see Pipeline Analysis). Because of the length of systematic reviews, an executive summary will always be included in this product type. The executive summary should be a high-level overview of the entire review summarized clearly and succinctly, including Background, Methods, Key Findings, and Conclusions sections.

The body of text for systematic reviews should be no more than 50 pages. Exceptions can be made through consultation with Center staff.

The following is a general outline for systematic review reports:

- A. Executive Summary
- B. List of Brand Names and Generics for the Report
- C. Introduction
- D. PICO and Key Questions
- E. Methods (brief version)
- F. Findings
  - a. Preferred Reporting Items for Systematic Reviews and Meta-Analyses (PRISMA) flow diagram

- b. Summary of findings table (GRADE)
  - c. Evidence tables (brief version)
  - d. Qualitative and/or quantitative evidence synthesis
  - e. Forest plots for primary outcomes (if applicable)
- G. Discussion
  - H. References
  - I. Appendices
    - a. Full methods (e.g., search strategies [with dates], sources, quality assessment strategy)
    - b. Full evidence tables (e.g., study characteristics, all findings)
    - c. Meta-analysis and network meta-analysis figures (if applicable)
    - d. Bibliography of included and excluded studies

DERP participants sometimes request that an existing DERP systematic review be updated. To complete this task, the evidence researchers will follow the methods outlined in the existing review and identify eligible studies published since the last search was conducted. Using the findings from the previous review and the newly identified evidence, the researchers will develop an overall evidence synthesis.

## B. Rapid Reviews

Rapid reviews do not have a standard definition, but in general, they are considered a streamlined systematic review, in which limits might be placed on the scope of research, date of publication, or study designs. For rapid reviews, critical appraisal of the quality of eligible studies and body of evidence for outcomes will still be conducted.

The main difference between conducting a systematic review and a rapid review for DERP is study design focus. Systematic reviews focus on identifying and evaluating individual studies to develop an overall evidence synthesis. Rapid reviews will predominately rely on existing systematic reviews and additional individual studies published after the search dates in the systematic review to develop an overall evidence synthesis. When completing a rapid review, the researcher will generally not conduct a meta-analysis or network meta-analysis. Researchers will also not be expected to develop a PRISMA flow diagram or a bibliography of included and excluded studies.

The body of the text for a rapid review should be no more than 30 pages. Exceptions can be made through consultation with Center researchers. The following is a general outline for rapid review reports:

- A. Overview and Key Findings
- B. List of Brand Names and Generics for the Report
- C. Introduction
- D. PICO and Key Questions
- E. Methods (brief version)
- F. Findings
  - a. Summary of findings table (GRADE)
  - b. Evidence tables (brief version)
  - c. Qualitative evidence synthesis (quantitative synthesis might be conducted in certain instances)
- G. Discussion
- H. References
- I. Appendices
  - a. Full methods (e.g., search strategies [with dates], sources, quality assessment strategy)
  - b. Full evidence tables (e.g., study characteristics, all findings)

## C. Individual Topic Requests

ITRs are similar to rapid reviews, but are narrower in scope (e.g., reduced number of key questions, limited PICO). The focus of this product type could be a single drug that has recently been approved or an older drug with a large, new study. Researchers will use similar methodological procedures for ITRs as rapid reviews, such as quality assessment and GRADE ratings. In general, the rapid review template will apply to an ITR.

## D. Topic Briefs

Topic briefs provide DERP participants with information on the depth and breadth of proposed research topics. They will be created for all proposed systematic reviews, rapid reviews, ITRs, and potentially for data analysis products. DERP participants will describe initial interest, direction, and scope of the topic with Center researchers and evidence vendors. Researchers will then create a Topic Brief that provides an overview of the topic, methods, number of identified studies, timeline, and proposed budget:

- A. Objective
- B. List of Previous Reports (obtained from Center researchers)
- C. Rationale for Choice

- D. PICO and Key Questions
- E. Methods
  - a. Literature search
  - b. Study selection
- F. Results
  - a. Evidence
  - b. Pipeline (if applicable)
- G. Summary and Recommendations
  - a. Summarize amount of eligible documents
  - b. Timeline
  - c. Proposed budget

### **E. Data Analysis**

DERP participants could potentially request data analysis, including analysis of claims, encounter, integrated (e.g., claims and vital statistics), or other types of data. To complete a data analysis product, researchers are required to develop an analysis plan, have access to and expertise in an appropriate statistical software program (e.g., SAS, STATA), and interpret statistical findings clearly and concisely, whether they are descriptive or analytical, in a report and PowerPoint presentation. Certain data analysis products may also be designed for publication in a peer-reviewed journal.

### **F. Summary Documents**

Summary documents are tailored to the needs of DERP participants and summarize complex findings clearly and concisely for lay audiences. Two example types with general length, intended use, and description are as follows:

- P&T Committee Briefs (5 pages, excluding references)
  - The intended use is to communicate evidence during a P&T Committee meeting.
  - This type of document is comparable to an executive summary. It will be geared toward an existing systematic review (in which DERP participants considered the executive summary to be insufficient to meet their needs) or a rapid review.
- Fact Sheets (1 to 2 pages)
  - The intended use is to communicate evidence with legislators, advocates, and other stakeholders.
  - The Fact Sheet will be designed to be visually appealing with appropriate graphic design and focused on the lay public. It will feature bullet points or a similar structure that clearly communicates evidence for a single drug or drug class. The Fact Sheet could include a high-level synthesis of an existing or new DERP product or a new published trial, study, or systematic review.

### **G. Pipeline Analysis**

DERP participants might only be interested in an analysis of upcoming studies on a single drug or drug class. If requested, researchers will search for upcoming studies eligible for a pre-specified PICO and abstract data on characteristics such as registered clinical trial number, name of trial, expected sample size, patient characteristics (if available), intervention details, funder, location of study, and expected date of completion. This information will be synthesized into a report with the following outline:

- A. Overview and Key Findings
- B. Introduction
- C. Key Questions
- D. Methods
- E. Findings
  - a. Full evidence tables
  - b. Qualitative synthesis
- F. Discussion
- G. References
- H. Appendices
  - a. Full methods (e.g., search strategies [with dates], sources)

## APPENDIX B

### INTERGOVERNMENTAL AGREEMENT

Between  
OREGON HEALTH & SCIENCE UNIVERSITY  
On behalf of its  
Center For Evidence-Based Policy

And  
COMMUNITY HEALTH NETWORK OF CONNECTICUT

### FOR MEDICAID EVIDENCE-BASED DECISIONS PROJECT (MED V)

This Agreement is between the Oregon Health & Science University on behalf of its Center For Evidence-based Policy (hereinafter referred to as **Center**) and the **Community Health Network of Connecticut** (herein after referred to as **Participant**).

#### I. DEFINITIONS

For the purposes of this Agreement, the following words shall have the following meanings:

- A. “**Governance Committee**” means the committee of representatives from each Participating Organization that advises the **Center** and the **Project**.
- B. “**Participating Organizations**” include the **Participant** and other organizations and entities that have entered into **Project** Agreements with the **Center**.
- C. “**Project**” means those services and products provided to **Participant** and **Participating Organizations** by the **Center**, including:
  - 1. *Web-based Information Clearinghouse* to facilitate information sharing among **Participating Organizations**, including the ability to download documents, and provide background information on topics of interest;
  - 2. *Rapid Evidence Reviews* to review or compare effectiveness, safety and effects of various coverage decisions, health care interventions, and/or practice guidelines;
  - 3. *Policy Analyses*, to identify coverage across state and commercial payers, assess best practices, and identify implementation strategies;
  - 4. *Technology Assessments*, to assess the comparative evidence on medical devices, durable medical equipment and other treatment adjuncts related to coverage or benefit design decisions;
  - 5. *Clinical Evidence Reports*, to provide in-depth reviews, scanning/scoping and written reports by clinical evidence specialists in the areas of treatment and benefits design to evaluate the quality and quantity of existing evidence, and points out where evidence is lacking, is of poor quality or of questionable relevance to **Participating Organizations**;
  - 6. *Policy/Evidence Consultation* when a quick response is needed regarding existing evidence, interpreting evidence, and/or policy application/development; and
  - 7. *Project Governance and Administration* necessary to administer products and services of the **Project**, to support the deliberations of the Governance Committee, communicate with external advocacy organizations and stakeholders, facilitate **Project** communication and strengthen the collaboration among **Participating Organizations**.

#### II. AUTHORITY

- A. **Center** has authority to enter this Agreement under ORS 353.100(1) and ORS 190.110.
- B. **Participant** has authority to enter this Agreement through its capacity as an Administrative Services Organization for the State of Connecticut Department of Social Services (DSS). The Participant’s roles and responsibilities with the Center are agreed to with DSS in Connecticut State contract -#18DSS1202GQ.



### III. TERM

This Agreement shall become effective on January 1, 2019 or upon the date it is fully executed by the parties and shall expire, unless otherwise terminated or extended, on December 31, 2019.

### IV. PURPOSE

The MED mission is to create an effective collaboration among Medicaid programs and their state partners for the purpose of making high quality policy and evidence analysis available to support benefit design and coverage decisions made by state programs.

The MED purpose is to align goals and resources to enable states to achieve results and impact policy they may be unable to achieve individually, including:

1. The sponsorship, evaluation, dissemination and sharing of independent objective evidence that will enable state Medicaid policy makers and other state health policy decision makers to develop health policy;
2. Fostering a strong collaborative process to accelerate health and healthcare outcome improvements through sharing of best practices and problem solving;
3. Enhancing the opportunity for transparency and decision-making in state coverage policies;
4. Promoting Value Based Purchasing for Medicaid and other state agencies by utilizing the best available evidence and making it available, as appropriate, in each state to policy makers, purchasers, providers and consumers;
5. Informing state and national efforts to improve health and clinical outcomes with evidence; and
6. Maximizing the use of limited state resources through collaborative efforts and best evidence.

### V. RESPONSIBILITIES

A. Center shall organize and administer the Project, as follows:

1. Execute Intergovernmental Agreements with Participants;
2. Organize and staff the governance process of the Project in consultation with the MED Executive Committee;
3. Execute research contracts/sub-contracts and data use agreements;
4. Distribute funds, as necessary;
5. Facilitate consensus-making process among **Participants** on collaborative research, and other action, agendas to be updated every six months through the topic nomination and selection process;
6. Facilitate agreement between **Participants** and internal and external researchers on the details of the research review process including standards for research, communication processes and additional information needs;
7. Facilitate agreement between **Participants** and internal and external consultants and vendors on the details of special projects including standards for work, deliverables, communication processes and additional information needs;
8. Represent the **Project** in forums designed to explore issues associated with benefit design and coverage decisions;
9. Communicate Project methodology and results with interested organizations;
10. Organize and manage communication with and among Participating Organizations;
11. Conduct orientation session(s) for Participant on date(s) agreed upon by Center and Participant;

12. Organize and staff two conferences annually for Participants and pay the reasonable travel expenses and registration fees for a total of not more than four representatives each year from each Participating Organization;
13. Provide telephonic, email and web-based technical assistance;
14. Provide staff support and facilitation assistance to sub-committees and ad hoc project groups initiated by the Governance Committee.
15. Organize and coordinate the product dissemination process; and
16. Provide additional technical assistance to Participant when requested at an additional cost to Participant mutually agreed upon by Center and Participant. Technical assistance can include, but is not limited to, state-specific evidence and policy research, stakeholder engagement, payment reform facilitation, and benefit redesign consultation.

B. Community Health Network of Connecticut shall:

1. Support the **Project** for the term of this Agreement.
  - a. Provide payments as required under the IGA;
  - b. Provide a duly empowered DSS representative to the governance process;
  - c. Provide a qualified contracts liaison;
2. Attend orientation sessions and **Participants'** meetings;
3. Actively participate in decisions related to **Project** governance;
4. Participate in determining key research and **Project** issues;
5. Identify local decision-making bodies to receive completed **Project** products;
6. Review and comment on drafts of **Project** products;
7. Participate in design of an information dissemination process; and
8. In coordination with Executive Committee and MED leadership, represent the **Project** in forums designed to explore issues associated with benefit design, coverage decisions and related topics of the Governance Committee.

## VI. CONSIDERATION

- A. **Participant** agrees to pay the **Center** \$155,000 for each 12-month period over the life of this agreement. The total amount payable under this Agreement is \$155,000 and shall be billed quarterly in equal installments of \$38,750. Quarterly invoices will be sent in January, April, July and October of each year. **Center** shall submit invoices to the **Participant** in advance of the due date of the invoice. **Center** shall submit invoices to the CHNCT contact listed in section VIII.I below
- B. Annual payment amounts are determined by the MED Governance Group. The **Project** fee, in whole or part, will not be refunded should **Participant** or **Center** terminate this Agreement.
- C. Annual payment includes, in addition to the Center's responsibilities outlined in section V(A), research pertaining to state inquiries in an amount agreed to by the Governance Committee annually.

## VII. OTHER COSTS

**Center** and **Participant** each shall be responsible for any and all costs associated with its own employees and agents involved under this Agreement with the exception of costs (described in Article V (A)(11) above) associated with travel and registration for the biannual **Participants** conferences.

## VIII. OTHER TERMS OF AGREEMENT

- A. Work performed under this Agreement will be conducted according to the manner, time and place determined by **Center** and **Participating Organizations** under the governance process created under this Agreement.
- B. The terms of this Agreement may not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written amendment which has been signed by both parties.

- C. This Agreement may be extended for additional one-year terms upon the mutual written agreement of the parties.
- D. In the event that any provision of this agreement is rendered invalid or unenforceable by any law or regulation, or declared null and void by any court of competent jurisdiction, that part shall be reformed, if possible to conform to law and if reformation is not possible, that part shall be deleted, the remainder of the provisions of this agreement shall, subject to this paragraph, remain in full force and effect.
- E. Nothing contained in this agreement shall be construed to create any association for brokerage, agency, joint venture, or partnership relationship between **Participant** and **Center**.
- F. This agreement shall be governed and construed in accordance with the laws of the State of Oregon.
- G. In the event of any lawsuit or other action involving this Agreement, each party shall bear the costs of its own attorney fees.
- H. Participant will not have access to the collaborative or materials, but does have the contractual right to contract with the Center so that the Connecticut State Government can have access to the collaborative and materials.
- I. Agreement Administration:

**Center**

Scott Harvey  
Administrator, Center for Evidence-based Policy  
Oregon Health & Sciences University  
3030 SW Moody Ave., Suite 250  
Mailstop MDYCEBP  
Portland, OR. 97201  
503-494-9734 phone  
503-494-3807 fax  
[harveysc@ohsu.edu](mailto:harveysc@ohsu.edu)

Neil Unger  
Administrator, Research Grants & Contracts  
Oregon Health & Science University  
3181 SW Sam Jackson Park RD, L106RGC  
503-494-6399 phone  
503-494-7787 fax  
[ungern@ohsu.edu](mailto:ungern@ohsu.edu)

**Participant – CHNCT Contact**

Robert Zavoski, Medical Director  
Connecticut Department of Social Services  
55 Farmington Avenue  
Hartford, CT 06105  
(860) 424-5583  
[Robert.zavoski@ct.gov](mailto:Robert.zavoski@ct.gov)

- J. Termination:
  - 1. This Agreement may be terminated at any time by mutual consent of both parties, or by either party upon 30 days' notice in writing.
  - 2. In addition, **Center** may terminate this Agreement, in whole or in part, effective upon delivery of written notice to **Participant** and DSS, or at such later date as may be established by **Center**, under any of the following conditions:
    - a. If **Center** funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the **Products** contemplated under this Agreement;
    - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the **Products** are no longer allowable or appropriate under this Agreement; or
    - c. If a court of competent jurisdiction issues any order that limits **Center's** authority to implement the evidence-based review of the **Project**.
  - 3. **Center**, by written notice to **Participant** and **DSS**, may at any time terminate the whole or any part of this Agreement if the **Participant** fails to provide the agreed payments within the time specified herein or any extension thereof. If **Center** terminates this Agreement under this subsection K (3), then **Center** shall have any remedy available to it in law or equity.

- 4. The rights and remedies of **Center** provided in this Article VIII (K) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- 5. **Participant, with prior approval from DSS**, may terminate the whole or any part of this Agreement immediately for cause if **Center** fails to perform in accordance with the terms and conditions of this Agreement. Should the **Center** fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the **Center** performs its duties and responsibilities.

K. Ownership Rights and Confidentiality:

All tangible and intangible **Work Products** (including deliverables) are the exclusive property of **Center**. The **Center** shall secure all permissions, consents or licenses required from contractors, sub-contractors and any other third party holding a right, title or interest in the **Work Products**. The **Center** shall grant to the **Participant** a perpetual, non-commercial, non-exclusive, royalty-free, irrevocable right in regards to the **Participant's** use of the **Work Products**, for its own purpose, produce, reproduce, or distribute the **Work Products** with proper acknowledgement given to the author(s) and the copyright owner(s). The **Participant** shall not have the right to change the content of any **Work Products** and any translation of them shall require the written approval of the owner(s) of the copyright. MED reports and materials are prepared for use by the MED **Participants**, their respective staff and their constituent decision-making bodies. MED reports and materials are considered proprietary and confidential for exclusive use by MED **Participants**. The MED Governance process provides an opportunity for **Participants** to request alternative arrangements on an exception basis. Requests for publications by authors of MED reports will be reviewed on a case-by-case basis by the Governance Group.

L. Merger Clause:

This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of **Center** to enforce any provision of this Agreement shall not constitute a waiver by **Center** of that or any other provision.

- M. Participant will not have access to the collaborative or materials, but does have the contractual right to contract with the Center so that the Connecticut State Government can have access to the collaborative and materials.

**CENTER:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Lisa Fitzpatrick  
Manager, Research Grants & Contracts

**PARTICIPANT:**

Community Health Network of Connecticut

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_