



PSA

ORIGINAL CONTRACT: 20DSS8903JU
MAX CONTRACT \$ \$7,056,981.68

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

The State of Connecticut 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: The North Highland Company LLC

Street: 3333 Piedmont Road NE, Suite 1000

City: Atlanta State: GA Zip: 30305

Tel#: (860) 874-8489 FEIN/SS#: 58-1823492

("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:

Contract Term	This Contract is in effect from 04/01/2021 through 03/31/2023
Statutory Authority	The Agency is authorized to enter this Contract pursuant to § 4-8, 17b-3 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
Effective Date	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.
Contract Amendment	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:

If to the Agency:	STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES 55 FARMINGTON AVENUE HARTFORD, CT 06105 Attention: Diana Speranza	If to the Contractor:	THE NORTH HIGHLAND COMPANY LLC ONE PENN PLAZA SUITE 3205 NEW YORK, NY 10119 Attention: Patrick Coakley
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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.

A. OVERVIEW

North Highland Company, herein identified as “NHC” or “Contractor” is entering into this contract with the State of Connecticut, Department of Social Services, herein referred to as “DSS” or “Department”, the state’s designated Medicaid agency, to provide and perform Organizational Change Management (OCM) services in support of the Department’s Connecticut Medicaid Enterprise Technology System (CT METS) project. NHC shall, in accordance with the terms of this Contract (1) provide leadership planning and stakeholder engagement, (2) perform an assessment and analysis of the Department’s existing Medicaid business processes and provide the Department with recommendations for improvement, (3) implement recommended improvements accepted by the Department and (4) prepare and provide training plans and materials relevant to organizational change management. In order to provide these services, NHC shall complete the tasks and deliverables as set forth in this Contract. The Contractor shall perform these services as described herein and in accordance with the terms and conditions of this Contract.

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.

B. DEFINITIONS

1. **Awareness, Desire, Knowledge, Ability, Reinforcement (ADKAR)** – An industry-recognized five-stage model for facilitating successful implementation of organizational, government, and community change which incorporates a framework for understanding change starting at an individual level; used as a foundation to the Organizational Change Management Phase 1 of CT METS project.
2. **Approved Work Plan** –The Contractor’s project work plan containing tasks, milestones, schedule, and other information as required by the Contractor’s Department-approved Project Management Plan (PMP), and which has been initially or subsequently updated and approved by the DSS Program Director or designee.
4. **“As-Is”** – The Department’s business process model in use to administer and operate the CT Medicaid program (CHIP) at the time of Contract execution and inclusive of changes up to the implementation of the New Operating Model.
5. **Business Process Model and Notation (BPMN)** – is a graphical representation for specifying business processes in a business process model. Originally developed by the Business Process Management Initiative (BPMI) and used by CMS as a standard for documenting Medicaid Business processes.
5. **Conceptual Design** - Blueprint for the overall “To-Be” Modular Medicaid Enterprise, including the technical architecture blueprint, data management blueprint, integration, and interface blueprint for the new modular Medicaid Enterprise.
6. **Centers for Medicare and Medicaid Services (CMS)** – CMS is the federal agency in the U.S. Department of Health and Human Services (DHHS) that administers the Medicare program and works in partnership with state governments to administer Medicaid, the State Children’s Health Insurance programs and health insurance portability standards.
7. **Connecticut Medicaid Enterprise Technology System (CT METS)** – The Connecticut Medicaid Enterprise Technology System (CT METS) is a large-scale Medicaid business process improvement and technology modernization initiative supported with CMS federal funds that supports the administration and operation of the Connecticut Medicaid program.
8. **CT METS Liaison(s)**- DSS staff who connects a DSS division or unit with CT METS project staff acting to facilitate the collection and dissemination of information on behalf of a DSS Division.
9. **Department of Social Services (DSS)** – The Department of Social Services (DSS) administers a wide range of programs and services as Connecticut’s multi-faceted health and human services agency. DSS facilitates assistance and services to about 1 million residents of all ages in all 169 Connecticut cities and towns. DSS programs and services support the basic needs of children, families, older and other adults, including persons with disabilities.
10. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** – Federal legislation enacted in 1996 that requires the protection and confidential handling of protected health information. \

11. **Independent Verification and Validation (IV&V)** – The IV&V is a contractor who externally monitors the CT METS Program including; Project Management Office and the Contractor’’ efforts and reports directly to CMS as a critical component of program quality management systems in the CT METS program.
12. **Instructional Design Method** – The method by which an instructional design model provides guidelines or a framework to organize and structure the process of creating instructional activities. These models can be used to define an approach to achieve instructional goals. It is the practice of creating instructional experiences to help facilitate effective learning is learner centered, goal oriented, and focused on real world performance with outcomes that can be measured. that
13. **Key Performance Indicator (KPI)** – A KPI is a measurable value that demonstrates operational performance in meeting key business standards. Organizations establish KPIs at multiple levels to evaluate their success at reaching targets.
14. **Learning Management System (LMS)** – LMS is a software application for the administration, documentation, tracking, reporting, and delivery of electronic educational technology, also called e-learning courses or training programs.
15. **Medicaid Enterprise System (MES)** - The combination of information, information technology systems, business processes, and associated entities in which they operate that administer state Medicaid programs.
16. **Medicaid Management Information System (MMIS)** – The CT DSS MMIS is the automated claims processing and information retrieval system certified by CMS and currently operated by Gain well Technologies. It is organized into six function areas--Member, Provider, Claims, Reference, Management and Administrative Reporting subsystem (MAR) and Surveillance and Utilization Review subsystem (SUR). For Medicaid purposes, the mechanized claims processing and information retrieval system which states are required to have, unless this requirement is waived by the Secretary of the federal Department of Health and Human Services, is the Medicaid Management Information System (MMIS).
17. **Medicaid Information Technology Architecture (“MITA”)**: A CMS initiative intended to foster integrated business and IT transformation across the Medicaid Enterprise System to improve the administration of State Medicaid Programs. MITA is a national framework to support improved systems development and health care management for the Medicaid program nationwide.
18. **Module or Modularity** – A technical solution meeting CMS requirements that groups business functions together as part of a larger, more complex information system with the ability to interoperate across business systems, agencies, and states.
19. **New Operating Model** – The New Operating Model reflects the functional design and structure as an outcome of BPMN mapping and the “To-Be” modular Conceptual Design including DSS identified technology needs and components incorporating how the core and supporting services will be organized in the Medicaid Enterprise System.
20. **New Organizational Model** – proposed organizational structure to support the New Operating Model.
21. **North Highland Corporation, LLC, (NHC)** – NHC is a private, for profit organization that provides Organizational Change Management services.
22. **Organizational Change Management (OCM)** – OCM is a framework to evaluate an organization’s current operational state, and subsequently manage the effect of new business processes, information systems, or technology changes within an organizational structure or cultural changes within an enterprise.
23. **Organizational and Skills Development (OSD)** – The OSD is the result of a contracted partnership between the University of Connecticut School of Social Work and DSS wherein OSD is to provide Organizational Change Management support services for CT METS and DSS.

24. **Project Management Office (PMO)** – The PMO for CT METS is an organizational unit with the CT METS program which supports the management and implementation of the CT METS program. This includes project management oversight and support, and technical and business subject matter expertise. The CT METS PMO is associated with the DSS’ Enterprise Program Management Office (EPMO) which provides oversight and support for a portfolio of projects for DSS.
25. **Resource Management Plan** – a project management document created and maintained by the Contractor that depicts project resources over the life of the contract. At minimum, the Resource Management Plan should include all project resource names, roles (including if key personnel or not), on or off-site location, hourly rates, and projected hours by month.
26. **Shared Services** – Shared services is the concept whereby one part of an organization or group builds or provides a service that can be utilized by another part of the organization or group at less cost than provisioning the service alone.
27. **Subject Matter Expert (SME)** – An individual possessing specialized knowledge and understanding of a business function, process, or technical area to be utilized as a resource for others.
28. **Systems Integrator (SI)** – An SI is an individual, system vendor, or key resources used by an organization to identify, analyze, design, and deploy complex IT solutions and implement enterprise-wide IT applications within an organization.
29. **To-Be:** The desired future business process workflow models, conceptual design, and enterprise architecture used to administer and operate the State Medicaid program.

C. CONTRACT TERM

1. The term of this Contract is **04/01/2021 through 03/31/2023** There are two –one (1) year options to extend, in whole or in part, that may be exercised at the discretion of the Department.
2. Contract extensions shall be codified in writing by a formal amendment to this contract and in accordance with Part II. Terms & Conditions, Section D.1.

D. CONTRACT MANAGEMENT AND ADMINISTRATION

1. CONTRACT OVERSIGHT

- a. The Department shall designate a Program Director herein known as “DSS Program Director”. The DSS Program Director shall manage this Contract including, but not limited to the Contractor’s performance and compliance with the terms of this Contract.
 - i. The DSS Program Director may designate a Program Lead to serve as the DSS Program Director’s authorized representative.
 - a. Such designation shall be made, in writing, directed to the Contractor.
 - b. Such designation shall remain in place until formally terminated by the DSS Program Director, in writing, directed to the Contractor.
 - ii. The DSS Program Director or Program Lead shall be the Contractor’s first contact regarding issues related to the provision of services under this Contract.
 - iii. The Contractor shall designate, in writing, directed to the DSS Program Director or Program Lead, an Engagement Manager.
 - iv. The Engagement Manager shall be the Department’s first contact regarding any matters or issues that arise during implementation and operation of the Contract.
 - v. The Engagement Manager may appoint a designee.

- a. Such appointment shall be made, in writing, directed to the DSS Project Director or Program Lead.
- b. Such appointment shall remain in place until formally terminated by the Engagement Manager, in writing, directed to the DSS Project Director or Program Lead.

- vi. The Engagement Manager or designee shall respond to telephone calls and written communications, including emails, from DSS Project Director or Project Lead within one (1) business day from receipt of the call or written communication.

- vii. The Engagement Manager shall direct questions and inquiries regarding the Contractor's obligations and performance of services under this Contract, in writing, email acceptable, to the DSS Program Director and, if designated, to the Program Lead.

- viii. The Department shall respond to the Engagement Manager's questions and inquiries regarding the Contractor's obligations and performance of services under this Contract in writing, email acceptable.

2. KEY POSITIONS AND PERSONNEL:

- a. The Contractor shall provide the following Key Positions for the performance of this Contract:
 - i. Engagement Manager.
 - ii. Project Manager.
 - iii. Organizational Change Manager.
 - iv. Training Manager; and
 - v. Medicaid/MMIS Subject Matter Expert.

- b. Key Personnel shall mean the Contractor's staff assigned to Key Positions identified in Exhibit E.

- c. Key Personnel, including the proposed business site for Key Personnel, must be approved in advance by the Department. Such designations shall be submitted in writing to the DSS Program Director or Program Lead and shall be renewed on an annual basis.

- d. No changes, substitutions, additions or deletions, whether temporary or permanent shall be made to Key Personnel unless approved in advance by the Department, which approval shall not be unreasonably withheld.

- e. Contact information for Key Personnel are set forth in Exhibit E to the Contract and have been approved by the Department.

- f. The Engagement Manager shall notify the DSS Program Director no later than twenty-four (24) hours of the discharge of any Key Personnel and such Key Personnel shall be immediately relieved of any further work under the Contract.

- g. The Contractor shall, within five (5) business days following the execution of the Contract, certify to the Department that all Key Personnel and non-Key Personnel identified in Exhibit E are those designated to carry out the requirements of this Contract.

- h. Key Personnel are expected to remain on the project to ensure continuity of knowledge for the term of this Contract.

- i. In the event of the unplanned absence of any Key Personnel that is expected to last longer than seven business days, the Contractor shall notify the Department and propose who and how the responsibilities of the Key Position will be filled during the absence.

- j. In the event of resignation, death or approved substitution of a Key Personnel, the Contractor shall propose substitute personnel on a permanent or interim basis subject to prior approval by the Department, which approval shall not be unreasonably withheld.

- k. Interim coverage shall, unless otherwise agreed to in writing by the Department, be proposed by the Contractor within ten (10) business days.
- l. Proposed replacements of Key Personnel must, at a minimum, have comparable experience and qualifications and must meet the requirements of the Key Position.
- m. The Contractor shall submit to the Department resumes for any new or proposed replacements of Key Personnel and shall allow the Department to interview proposed Key Personnel as part of the Department’s approval process.
- n. For planned departures of any Key Personnel, the Contractor shall provide the Department a minimum of ten (10) business days advance notice.
- o. The Department reserves the right to require the replacement of any Contractor or sub-contractor project personnel, for cause.
 - i. A requirement for removal shall be based on grounds which are specified in writing to the Contractor and which are not discriminatory.
- p. Throughout the term of the Contract, if there are personnel vacancies in Key Positions, the Contractor must credit the Department equal to the hourly rate as identified by Exhibit E for the corresponding labor category, prorated for each day or partial day for the number of hours allocated in the Resource Management Plan until the position is satisfactorily filled.
- q. For vacancies due to any reason other than dismissal of the applicable individual by the State, the credit shall begin to accrue on the tenth (10th) business day after the vacancy occurs.
- r. For vacancies that occur due to DSS’s request, the credit must begin to accrue on the sixtieth (60th) business day after the vacancy occurs.

E. SUBCONTRACTS

1. In accordance with Part II, Subcontracts (Section C.9), the Contractor shall enter into a subcontract with the service providers whose identity, services to be rendered and costs shall be specified below:

Subcontractor Name and Address	Services to be Performed	Term of Subcontract	Maximum Subcontract Value
Health Management Associates 120 North Washington Square Suite 705 Lansing, MI 48933	Training Lead and Medicaid Subject Matter Expertise	2-year term aligned with OCM Contract beginning with contract start date.	\$600,000

2. Absent compliance with subsection 1 above, in accordance with Part II, Subcontracts (Section C.9), if following the execution and approval of this contract, the Contractor has identified subcontractors which it would like to retain, then the Contractor may propose the use of subcontractors not specified herein. The Contractor must request and obtain prior written approval from the Department before finalizing any subcontract arrangement.
3. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; and (4) provide assurances to the Department that the proposed subcontract contains the terms specified in subsection 4 below.

- a. Contractor shall inform the Department, in writing, of any financial interest in any established or proposed subcontractor.
4. Each and any subcontract must contain terms that shall require the subcontractor to adhere to the requirements of Part II, including but not limited to:
 - a. Client-Related Safeguards (Section B);
 - b. Contractor Obligations (Section C) – specifically: Federal Funds, Audit and Inspection of Plant, Places of Business and Records, Related Party Transactions, Suspension or Debarment, Independent Capacity of Contactor, Indemnification [of the State], Insurance, Sovereign Immunity, Compliance with Law and Policy, Facilities Standards and Licensing, Representations and Warranties, Reports, Protection of Confidential Information and Litigation;
 - c. Changes to The Contract, Termination, Cancellation and Expiration (Section D) specifically: Contractor Changes and Assignment; and
 - d. Statutory and Regulatory Compliance (Section E).
5. The Contractor shall be responsible to the Department for the performance of any subcontractor. The establishment of a subcontractor arrangement shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall bear full responsibility, without recourse to the Department, for the performance of any subcontractor.
6. The Contractor shall retain the Department’s written approval and each subcontract in the Contract file.
7. Absent compliance with this section, no Contractor Party expense related to the use of a subcontractor will be paid or reimbursed by the Department unless the Department, in its sole discretion, waives compliance with the requirements of this section. In order to be effective, any waiver of the requirements of this section must be in writing and signed by the Department Commissioner or such other Department employee appointed by the Department Commissioner pursuant to Section 4 – 8 of the Connecticut General Statutes. The Department, in its discretion, may limit or condition any waiver of these requirements as it deems appropriate, including, for example, by limiting the dollar amount or any waiver, requiring proof that the subcontractor provided services under the Contract, by requiring that any federal requirements under any federal grant program are satisfied, and/or requiring proof that the Contractor utilize the funds paid under the contract to promptly pay the subcontractor for services rendered.
8. Contractor and its subcontractors shall cooperate in the performance of financial, quality or other audits conducted by the Department or its agent(s).
9. Contractor shall provide, upon the Department’s request, a copy of any subcontract.

F. ACCESS TO CONTRACTOR’S POLICIES AND PROCEDURES

1. If requested by the Department, the Contractor shall, within a reasonable timeframe, provide the Department with current versions of all policies and procedures pertaining to services provided under the Contract.

G. SUBMISSION OF DELIVERABLES

1. This is a deliverable-based contract. The Contractor shall meet the following performance standards for the submission to and acceptance by the Department of all deliverables. The Contractor shall for each deliverable:
 - a. Develop and submit to the Department a Deliverable Expectations Documents (DED) using a standardized format approved by the Department. The DED will be used as an overall blueprint for the development of a deliverable to ensure a common understanding between DSS and the Contractor regarding the scope and content of each deliverable prior to beginning work.
 - i. Each DED shall contain, at minimum, the following:
 - a. Deliverable Description.
 - b. Goals and Objectives.

- c. Deliverable Action Steps.
 - d. Deliverable Timeline.
 - e. Deliverable Review Process; and
 - f. Deliverable Acceptance Criteria.
- ii. Unless otherwise specified, each DED shall be submitted to the Department for review, modification, and approval in accordance with the timeline in the Approved Work Plan.
 - a. The Contractor shall submit the DEDs for the Kickoff meeting described in Paragraph H.1 below and Project Management Documentation to the Department no less than ten (10) business days prior to deliverable due dates specified in this Contract.
 - iii. Deliverables shall be submitted in accordance with the terms of the approved DED. Modifications to an approved DED may be made only with the prior written approval of the Department and at the Department's sole discretion.
 - iv. The Department shall not accept nor approve any contract deliverable that is submitted without a corresponding, previously approved DED.
- b. The Contractor shall submit Contract deliverables according to the delivery schedule represented in Exhibit A-Deliverables Schedule, and as further defined in the Approved Work Plan. Deliverables will not be deemed accepted and approved until all work products meet DSS' reasonable satisfaction and are accepted and approved by the DSS Program Director or designee in accordance with the Acceptance Criteria in the approved DED.
 - i. For each State workday that a deliverable is not received by the due date stipulated in the Approved Work Plan, Contractor shall be assessed a per-workday penalty of Five Hundred Dollars (\$500).
- c. The Contractor shall adhere to the following conditions prior to submission:
 - i. Each deliverable shall be delivered in electronic format as specified by DSS.
 - ii. Each deliverable shall be accompanied by a transmittal form prescribed by DSS.
 - iii. Each deliverable shall have had a corresponding, previously approved DED.
 - iv. Each deliverable shall comply with the requirements set forth in the approved DED.
 - v. Each deliverable shall conform to the timeliness, substance, accuracy, completeness, and quality requirements outlined in Section P. Payment Schedule.
 - vi. Each deliverable shall be reflective of ongoing decisions and discussions as documented in project meetings and work sessions.
 - vii. All deliverable documents in development, revision, or review will be identified as "DRAFT" until approved by DSS.
 - viii. All deliverable documents shall adhere to the DSS expectations on the format and submission methods, review and approval processes and tools.

H. DELIVERABLE GROUP 1 - START UP AND PROJECT MANAGEMENT

1. KICK OFF MEETING

- a. The Contractor shall design, organize, schedule, and facilitate a kickoff meeting as a deliverable to launch the Organizational Change Management work in support of the CT METS project. The Department shall provide the Contractor with a list of participants from the Department. The kickoff meeting shall occur no more than twenty (20) days after the execution of the Contract.
 - i. The purpose of the kickoff meeting is to set forth the expectations of the Department, the goals and objectives of the CT METS project, to identify any changes in the CT METS project as described in the Department's Request for Proposal and to establish appropriate communication protocols between the Department and the Contractor.

- b. The Contractor shall develop and submit to the Department for review and approval a DED that shall address the following, at minimum:
 - i. Agenda.
 - ii. Meeting Materials; and
 - iii. Meeting Minutes and Distribution.

2. PROJECT MANAGEMENT DOCUMENTATION

- a. The Contractor shall utilize project management industry best practice methods as defined by the Project Management Body of Knowledge (PMBOK) to manage work conducted throughout the term of this Contract.
- b. The Contractor shall use DSS approved Project Management Processes and Templates available in the CT METS Contractors library at: <https://portal.ct.gov/DSS/CT-METS/Connecticut-Medicaid-Enterprise-Technology-System-CT-METS-Project/General-Content> or those subsequently provided by DSS following the execution of this Contract.
- c. The Contractor shall submit to the Department for review and approval a DED for a Project Management Documentation deliverable that shall address the following, at minimum:
 - i. Project Management Plan.
 - a. The Project Management Plan shall include but not be limited to a description of the project management processes, including at minimum processes for coordination with the Department and management by the Contractor of scope, schedule, resources, quality, and communications.
 - ii. Proposed Project Work Plan.
 - a. The Proposed Project Work Plan shall be created using MS Project for incorporation into the CT METS master project work plan.
 - b. The Proposed Project Work Plan shall include, but shall not be limited to, a schedule with well-defined milestones and schedule for each DED and corresponding deliverable, detailed hierarchical listing of assignments and tasks, kickoff and routine meetings to be held, and other coordination efforts that incorporate both organizational change management tasks and work with Department staff, the CT METS PMO, SI, and IV&V partners.
 - c. Once approved by the Department, the final Proposed Project Work Plan shall serve as the Approved Work Plan, which shall be reviewed and updated by the Contractor and the Department in accordance with a schedule defined by the Department.
 - d. Deliverables and related DEDs shall conform to the milestones established in the Approved Work Plan.
 - e. Updates to the Approved Work Plan shall be submitted to the Department for review, modification, and approval in accordance with a schedule to be defined by the Department.
 - iii. The Contractor shall submit the Project Management Documentation deliverables to the Department within thirty (30) business days of execution of the Contract.
 - a. The Contractor shall submit to the Department a DED for the Project Management Documentation deliverables within twenty (20) business days prior to the submission due date for the Project Management Documentation deliverables

3. REPORTS & MEETINGS

- a. Reports and Meetings deliverables shall include weekly written status reports, and oral status updates to the CT METS program staff and CT METS PMO. The Contractor shall submit to the Department for review and approval a DED that shall address, at minimum, reporting processes including key activities conducted, deliverables status, risks and issues.

4. CONTROL BOOK

- a. The Contractor shall maintain and update a Control Book as a deliverable as changes occur throughout the term of the Contract. The Contractor shall submit to the Department for review and approval a DED that shall address, at minimum, a description of Control Book procedures that document: lessons learned, survey results and analysis, an analysis of training, help desk analytics, checklist statistics, and other evaluation metrics developed.
- b. The Control Book shall be updated throughout the term of this Contract and provided as directed by the DSS Program Director and at minimum every quarter to the CT METS PMO to inform future program phases.

I. DELIVERABLE GROUP 2 - LEADERSHIP PLANNING AND STAKEHOLDER ENGAGEMENT

1. LEADERSHIP STRATEGIC PLAN:

The Contractor shall develop and submit a Leadership Strategic Plan. The purpose of the Leadership Strategic Plan shall be to develop Department capacity to lead through change, align the organization, and facilitate the development and implementation of new processes. The Contractor shall submit to the Department for review and approval a DED that shall address, at minimum, levels of governance, alignment with stakeholders, leadership action and follow-up steps, a plan for alignment and buy-in within the Department, facilitated discussions and executive coaching for Department staff.

2. UPDATED STAKEHOLDER LIST/ANALYSIS:

The Contractor shall develop and submit to the Department an Updated Stakeholder List/Analysis. The purpose of this deliverable is to help inform the nature of planned communication and outreach activities.

- a. The Contractor shall submit to the Department for review and approval a DED that at a minimum, shall address the following:
 - i. Leveraging any existing stakeholder lists and analysis previously created by OSD.
 - ii. Current state of individuals and groups potentially impacted by the Medicaid transformation at the time of Contract execution; and
 - iii. A Stakeholder Analysis Matrix tool to facilitate engagement and visually represent the identification of the comprehensive group of stakeholders, which shall be maintained as a living document that shall be updated over time, at minimum, monthly.

3. STAKEHOLDER ENGAGEMENT PLAN:

The Contractor shall develop and submit a Stakeholder Engagement Plan as a deliverable. The Contractor shall submit to the Department for review and approval a DED that shall, at a minimum, address the following:

- a. Governance and other structures needed to engage stakeholders.
- b. Identification of DSS CT METS Liaisons, subject matter experts, and all projects and programs that may be impacted by the CT METS program.
- c. A detailed approach to obtaining and sustaining stakeholder engagement before, during and after CT METS program implementation, tailored to specific stakeholder groups and organizations and using multiple means of engagement and inclusive of escalation plans.
- d. A detailed plan to track stakeholder engagement, encounters, feedback and information gathered from stakeholders, messaging; and
- e. Subject matter content for communications, presentations, demonstrations, and other engagement activities to support stakeholder engagement in consultation with OSD for consistency of messaging.

J. DELIVERABLE GROUP 3 - BUSINESS PROCESS ASSESSMENT, ANALYSIS AND RECOMMENDATIONS

1. AS-IS BUSINESS PROCESS DOCUMENTATION & MAPS:

The Contractor shall complete an assessment of all 78 As-Is DSS MITA business processes as defined by the CMS MITA Business Process framework and as operated by the Department.

- a. The Contractor shall work closely with DSS business area staff under the oversight and with the participation of a CT METS staff member.
- b. No later than one month after the Department executes the contract with and onboards the SI vendor, the Contractor shall collaborate with the SI to coordinate business process collection activities.
- c. The Business Process Model Notation (BPMN) tool used by the Contractor shall be approved in advance by the Department and shall provide export capability of all maps and models created by the Contractor using standard exchange such as Extensible Markup Language (XML).

- d. The Contractor shall provide an export of all maps and models as requested by the Department.
- e. The Contractor shall submit to the Department for review and approval a DED that shall, at a minimum, address the following:
 - i. Coordination of business process collection, mapping, and future planning with DSS staff and SI contractor.
 - ii. Documentation for each MITA business process and all existing and supporting processes to ensure all existing Medicaid functions are included and identified, including identification of associated information systems, all aspects of the functions, process flows, actors/participants, actions, outcomes, and pertinent metadata encompassing the systems, technology, tools and contracts, memoranda of understanding or agreement (MOU/MOA), and data sharing agreements used in the operation of the Medicaid program . The Contractor will identify missing processes or gaps in processes and consult with business process owners to obtain and document information needed to create the updated level 1 BPMN workflows.
 - iii. All supplemental business process documents including business process workflows, maps, and desk level procedures that support MITA business processes produced by DSS and its business partners.
 - iv. Performance metrics, standards, and reports for all identified business processes and analysis and identification of where such metrics, standards, and reports are lacking; and
 - v. Seventy-Eight (78) updated As-Is MITA business process workflows rendered in level 1 BPMN considering key interactions across processes.

2. FINDINGS AND RECOMMENDATIONS OF AS-IS BPMN ANALYSIS:

Utilizing results of the business process assessment, the Contractor shall develop and submit a written summary report of findings and recommendations of the As-Is BPMN Analysis based on the assessment performed under Exhibit A Deliverable 3.1. The Contractor shall submit to the Department for review and approval a DED that shall, at a minimum, address the following:

- a. Analysis to produce overall findings.
- b. Recommended approach and methodology for future business process mapping and alignment.
- c. Recommended detailed approaches for mapping, metrics planning, requirements plan, and future To-Be BPMN, reflecting priorities and direction, stakeholder feedback, process improvement and consolidation, opportunities to leverage existing and planned assets, identification of challenges and barriers.
- d. Identification of key reports, process documentation, and gap analysis from prior business process mapping phases for Medicaid and non-Medicaid processes performed by DSS, vendors, and/or identified stakeholders including sister agencies.
- e. Consolidation of previously developed work products and reports to establish baseline understanding for recommendation development; and
- f. Validation of data sources and confirmation of applicability, feasibility, and priority of recommended improvements and associated performance measures.

3. RECOMMENDATIONS FOR ORGANIZATIONAL CHANGE:

The Contractor shall develop and submit a written report with recommendations for a MITA business process-aligned New Organizational Model reflecting the New Operating Model in conjunction with DSS priorities. The New Operating Model shall reflect BPMN mapping of To-Be business processes and DSS technology needs, including Shared Services organizations which support the Medicaid Enterprise.

- a. The Contractor shall submit to the Department for review and approval a DED that shall, at a minimum, address the following:
 - i. Include a formal definition of roles and responsibilities and skills needed for the New Organization Model.
 - ii. Demonstrate alignment of functions with organizational resources in the New Operating Model.
 - iii. Detail results of the Operational Impact Assessment performed by the SI contractor with projected benefits, risks, costs, and level of resources necessary to implement recommendations.
 - iv. Document any risks anticipated from the lack of readiness in the organization (as determined by Exhibit A Deliverable 4.1 Stakeholder Readiness Assessment), ways to mitigate such risks, and proposed staffing with alternative options.
 - v. Propose timelines for personnel changes relative to technology implementation and funding availability (e.g. the proposed structure would support shared service organizations); and
 - vi. Recommendations extending to all DSS operational areas (including HR, facilities, etc.) and to shared services organizations which support the Medicaid Enterprise with explanations of how the proposed structure will support shared services organizations including the associated relevant contact and help centers.

4. NEW ORGANIZATIONAL MODEL IMPLEMENTATION PLAN:

The Contractor shall develop and submit to the Department a New Organizational Model Implementation Plan. The New Organizational Model Implementation Plan shall guide DSS in designing and managing team structures with roles and responsibilities that facilitate management of a modular Medicaid Enterprise System.

- a. The Contractor shall participate in all Phase 1 module requirements elicitation sessions conducted by the SI contractor that inform and support the implementation of Organizational Changes related to the New Operating Model and coordinate with the SI contractor to align content and timelines for the New Organizational Model Implementation Plan.
- b. The Contractor shall submit to the Department for review and approval a DED that shall, at a minimum, address the following:
 - i. Development and evaluation of performance measures, created in conjunction with the SI contractor, for To-Be processes, including, but not limited to, timeliness, cost-effectiveness, result accuracy, data access and accuracy, efficiency, utility or value to stakeholders.
 - ii. Methods to track, record, and analyze performance measures, as new processes are instituted in the future.
 - iii. Coordination with the SI contractor to support the development of a plan to transition ongoing work and responsibility for updates and maintenance of all BPMN to the SI contractor before conclusion of this Contract.
 - iv. A “crosswalk” for the current business processes and organization chart to transition from As-Is to the To-Be environment.
 - v. Objective operational and programmatic KPIs for each new or changed organizational units/business area that leverage Department, state, and federal artifacts and any improvements required to close identified gaps or concerns; and
 - vi. Descriptions of the type and level of implementation support for DSS leadership to manage a new organizational structure reflecting the New Operational Model.

K. DELIVERABLE GROUP 4 – CHANGE MANAGEMENT

1. STAKEHOLDER READINESS ASSESSMENT, ANALYSIS, AND RECOMMENDATIONS:

The Contractor shall use the ADKAR® goal-oriented change management model to assess the readiness of the organization and to develop a Stakeholder Readiness Assessment. This deliverable shall include recommended actions specific to the stakeholders’ readiness to move productively through the change process.

- a. The Contractor shall submit to the Department for review and approval a DED that shall address the following, at minimum:
 - i. Performance of readiness assessments using surveys, lessons learned sessions, interviews and any other variety of tools to better understand and engage stakeholders in the process. The Contractor shall conduct an:
 - a. Initial Stakeholder Readiness Assessment related to recommended changes to organizational structure and business processes; and an
 - b. Assessment of stakeholder’s readiness for change at quarterly Check Points after the initial assessment.
 - ii. A written summary of assessments, updated quarterly and submitted within three weeks of the assessment, identifying next steps to address any concerns, questions, gaps.
 - iii. Proposed actions and implementation, included in the Approved Work plan, to address gaps in stakeholder readiness for program implementation within six weeks of conclusion of initial assessment and updated following each quarterly check in; and
 - iv. Ongoing management of readiness facilitation and execution of proposals for mitigation in partnership with DSS leadership and partner agencies through the Contract term.

2. CHANGE MANAGEMENT PLAN:

The Contractor shall develop and submit to the Department a Change Management Plan. The Contractor shall consult with DSS leadership, CT METS PMO, OSD, SI and IV&V partners, Division of Human Resources, state partner agencies and key stakeholders to develop the Change Management Plan that shall define the objectives, measures of success, approach, scope, timing, sequencing, and interdependence of OCM activities and communications.

- a. The Contractor shall submit to the Department for review and approval a DED that shall, at a minimum, address the following:
 - i. Leveraging of the Stakeholder Analysis, Organizational Readiness Assessment and Analyses, Communication Plan, and the new Business Process-Aligned Organizational Model.
 - ii. Details to define, manage and reinforce the implementation of change.
 - iii. The change vision, change activities, communications, feedback processes, and progress tracking.

- iv. The sequencing of change-related activities across geographies, functions, and levels of the organization to reflect the scope and depth of the change for each impacted group.
 - v. Metrics to reflect the strategic objectives, desired outcomes, the progression of change, and sustainment of changes.
 - vi. Implementation planning components that identify and include regular readiness reporting, readiness checklists, and go-live support activities for new module implementations; and
 - vii. Knowledge transfer planning components that will provide ongoing support for change management materials to State staff.
- b. The Contractor shall implement the Change Management Plan. As directed by the Department, the Contractor shall transition the Change Management Plan to staff identified by the Department.

3. STAKEHOLDER COMMUNICATION PLAN:

The Contractor shall develop and submit to the Department a proposed Stakeholder Communication Plan. The purpose of this deliverable is to provide awareness to DSS staff and stakeholders of potential changes and benefits with the CT METS program.

- a. The Contractor shall submit to the Department for review and approval a DED that shall, at a minimum, address the following:
 - i. Identification of existing DSS communication channels/communication vehicles by audience that have been and could be effective for communicating changes to the CT METS program.
 - ii. Development and implementation of a Stakeholder Communication Plan, designed to reach as many stakeholders as possible using multiple forms of communication tailored to each stakeholder group's readiness, which includes:
 - a. Leveraging stakeholder analyses.
 - b. Establishing detailed communication objectives and guiding principles.
 - c. Establishing detailed formats and specific types of communication to be delivered to named stakeholders audiences at milestone points using various media formats and cadences.
 - d. Identification of communication activities by timeframe, audience, key messages, and recommended vehicles/channels.
 - e. Processes for on-going and follow-up communication with established or newly identified stakeholders.
 - iii. A methodology to be used to measure and track the success of the Stakeholder Communication Plan; and
 - iv. Processes for providing communication feedback to stakeholders.
- b. The Contractor shall ensure that all communications activities reflect an iterative approach that is responsive to evolving stakeholder and program needs.
- c. The Contractor shall ensure that all communications will reflect a coordinated effort that support the variety of other DSS projects taking place concurrently with CT METS and shall be done in consultation with DSS Leadership, OSD, and CT METS PMO.

L. DELIVERABLE GROUP 5 – TRAINING

1. TRAINING NEEDS ASSESSMENT/ANALYSIS:

In consultation with the OSD and Division of Human Resources, the Contractor shall conduct a comprehensive Training Needs Assessment. This deliverable shall determine training needs for DSS staff, and any other identified staff impacted by the New Operating model and organizational structure.

- a. The Contractor shall submit to the Department for review and approval a DED that shall, at a minimum, address the following:
 - i. An analysis, across stakeholders, to determine user roles, skill requirements for new disciplines, required skill competency levels, and preferred training channels.
 - ii. Identification of As-Is and To-Be Business Process roles which support the New Operating Model; and
 - iii. Identification of gaps in knowledge and training requirements, and proposed training solutions.

2. TRAINING PLAN:

The Contractor shall develop and submit to the Department a Training Plan. This deliverable shall be designed to successfully transition stakeholders into the new work environment and guide development of required skills to sustain and enable the New Operating Model.

- a. The Contractor shall submit to the Department for review and approval a DED that shall address the following, at a minimum:
 - i. Proposed Instructional Design Method.
 - ii. Measurable, task-centered learning outcomes and objectives, learner-led practice of scenarios, skill checks, comprehensive evaluations, and tracking of learner outcomes.

- iii. Identification of training disciplines and materials reflective of the needs assessment and utilizing a variety of learning modalities.
- iv. An approach for managing resources and delivering instructor-led and web-based training to DSS locations statewide, including resource planning components that specify physical facility requirements and equipment needs;
- v. Communication and promotion of web-based training and supplemental resources that are compatible with a DSS-approved learning tool, or other agreed software application; and
- vi. Knowledge transfer to state staff to ensure ongoing support for training management and learning module technical support and processes to keep content, materials, and documentation current.

3. TRAINING MATERIALS:

The Contractor shall develop and submit to the Department training content and materials for the New Operating Model. The training materials shall address the basis for the New Operating Model, functions performed in support of the New Operating model, and operations related to any new To-Be business processes. The Contractor shall develop unique training for each operational unit designed to complement future training for specific CT METS modules.

- a. The Contractor shall submit to the Department for review and approval a DED that shall address the following, at a minimum:
 - i. Training materials reflective of ongoing development of the impact of the New Operating Model on each operational unit.
 - ii. Materials that:
 - a. are web-based.
 - b. Use a variety of visual aids;
 - c. Conform to all applicable guidelines for health literacy and accessibility of web content; and
 - d. Meet a 5th grade reading literacy level for client/consumer-facing materials.
 - iii. Assessment and evaluation tools to gauge knowledge and training effectiveness.

EXHIBIT A - DELIVERABLES IMPLEMENTATION SCHEDULE				
CONTRACT SEC.	DEL. #	DELIVERABLE	IMPLEMENTATION SCHEDULE	
			Year 1	Year 2
H	1	START UP AND PROJECT MANAGEMENT		
H.1	1.1	Kickoff	Within 20 days	
H.2	1.2	Project Management Documentation	Within 30 days	
H.3	1.3	Reports & Meetings	Monthly	Monthly
H.4	1.4	Control Book	Quarterly	Quarterly
I	2	LEADERSHIP PLANNING AND STAKEHOLDER ENGAGEMENT		
I.1	2.1	Leadership Strategic Plan	TBD	
I.2	2.2	Updated Stakeholder List/Analysis	Within 60 days, and monthly thereafter	
I.3	2.3	Stakeholder Engagement Plan	TBD	
J	3	RECOMMENDATIONS		
J.1	3.1	As-Is Business Process Documentation & Maps	TBD	
J.2	3.2	Findings and Recommendations of As-Is BPMN Analysis	TBD	
J.3	3.3	Recommendations for Organizational Change		TBD
J.4	3.4	New Organizational Model Implementation Plan		TBD
K	4	CHANGE MANAGEMENT		
K.1	4.1	Stakeholder Readiness Assessment, Analysis & Recommendations	Quarterly	Quarterly
K.2	4.2	Change Management Plan	TBD	
K.3	4.3	Stakeholder Communication Plan	TBD	
L	5	TRAINING		
L.1	5.1	Training Needs Assessment/Analysis		TBD
L.2	5.2	Training Plan		TBD
L.3	5.3	Training Materials		TBD

M. PRIVACY AND SECURITY

1. In addition to all applicable state and federal requirements in Part II, Terms and Conditions, section E. Statutory and Regulatory Compliance, the Contractor shall maintain the confidentiality and security of all State and DSS vendor assets, intellectual, and physical property, consistent with applicable state and federal law, rule, and regulation and as directed by the Department.
2. The Contractor will not have access to personally identifiable information (PII) and protected health information (PHI) for any applicant or recipient of DSS benefits.
3. The Contractor shall submit a Privacy and Security Plan that describes how the Contractor shall safeguard all State and DSS vendor information that the Contractor shall have access to or maintain; how the Contractor employs all reasonable industry recognized methods to secure systems and information from unauthorized access; and the methods used to return or permanently destroy any confidential data entrusted to the Contractor for the performance of the Contract. The plan must be approved by DSS prior to the Contractor having access to program materials.

4. The Contractor shall control access to all Contractor facilities where any Contract related work is performed, in compliance with state and federal privacy and security requirements, and must ensure that all Contractor data use, exchange, and exposure protects Connecticut data. Workforce privacy and security must be protected, and state and federal requirements must be met.

N. ASSUMPTIONS

1. The Contractor shall:
 - a. Provide all equipment and office needs of their staff including computers, printers, and secure/password-protected Wi-Fi, wherever it is not available from the State.
 - b. Specify the number of workstations needed for OCM staff with the expected duration, and describe any other anticipated support needed from the State.
 - c. Store all OCM work in an agreed upon repository accessible from both onsite and offsite, using a DSS-designated folder and/or meta-data structure.
 - d. Ensure project staff are available during State business hours, from 8:00 am to 5:00 pm Eastern Time, Monday - Friday, and follow the State Holiday Schedule.
2. The Department shall, as it determines is necessary:
 - a. Provide guidance and direction in implementing and adhering to Connecticut Medicaid program policies.
 - b. Meet with designated Contractor staff to facilitate efficient and effective OCM project execution.
 - c. Facilitate participation of Department leadership and stakeholders in OCM activities.
 - d. Make appropriate resources available and provide a primary DSS Lead contact for the identification of program team resources and introductions.
 - e. Provide adequate workspace, including access to conference rooms, internet access, and materials for the Contractor's staff members to perform the agreed upon services at the Department's central office located at 55 Farmington Ave., or another designated location in Hartford, Connecticut.
 - f. Provide the training development platforms such as the CT DSS Learning Management System (LMS).
 - g. Provide SMEs for timely input and review of content for deliverables.
 - h. Facilitate the logistics associated with training related activities including LMS administration, facilities management and preparation.
 - i. Be responsible for the delivery and distribution of stakeholder communications.
3. The Parties acknowledge that the above-outlined Department responsibilities in this Section are contingent on normal operating conditions for the Department. Should the Department experience interruptions in normal operations due to the COVID-19 public health emergency or unforeseen interruptions in normal business operations, the Department may be required to delay or temporarily suspend some or all of the Department responsibilities identified in this Section.
 - a. In the event the Department experiences such delays or temporarily suspends Contract-related activities due to COVID-19 or unforeseen interruptions in normal business operations, the Department shall not be held liable and shall be held harmless for any resultant Contract delays.
 - b. The Department shall communicate any such Department delays or temporary suspension of activities due to COVID-19 or unforeseen interruptions in normal business operations as soon as practicable to the Contractor.

c. If any such Department delays or suspended activities impact the Contractor's deliverables and schedules, the Parties will discuss and negotiate a no-cost extension to the term of this Contract, as necessary, to accommodate.

d. Department delays or suspended activities due to COVID-19 or unforeseen interruptions in normal business operations, of which the Department provides advance notice to the Contractor and opportunity to negotiate an extension of the term, shall not result in an increase in cost to the Contract.

O. CONTRACT BUDGET

1. The maximum value of this Contract for the performance of the services and acceptance of deliverables under the two (2) year term of this Contract shall not exceed \$7,056,981.68.
2. The Contractor shall utilize the funds paid under this Contract by the Department for the services provided in accordance with the corresponding budgets set forth in Exhibit B of this contract.
3. The budget assumes funding for all deliverables stated in this Contract. If the Department determines that certain deliverables are not needed, the Department agrees to notify the Contractor in advance to discuss any contract changes relevant to a decision to forgo or otherwise change the list of deliverables. Changes in scope shall require the development, negotiation and execution of a formal written contract amendment. Amendments to this contract may require and be contingent upon the approval of the Office of Policy and Management and the Office of the Attorney General.
4. The budget shall be inclusive of any product or consultant services retained by the contractor that are necessary to meet the requirements of this Contract.
5. The budget provides for all Contractor staff or roles utilized to perform work related to deliverables and to otherwise meet the requirements of this Contract.
6. Hourly rates shall be inclusive of fringe rate and apply only for purposes of calculating credits due within this contract.
7. The budget represents a fixed allocation and is inclusive of all travel expenses, any capital purchases or any other direct or indirect costs incurred by the Contractor

EXHIBIT B - CONTRACT BUDGET					
Contract Section	Del.#	NHC Deliverable	Cost Y-1	Cost Y-2	Total
H.1	1.1	Kick-off	\$ 58,596.00	\$ -	\$ 58,596.00
H.2	1.2	Project Management Documentation	\$ 167,274.00	\$ -	\$ 167,274.00
H.3	1.3	Reports & Meetings	\$ 408,277.50	\$ 408,277.50	\$ 816,555.00
H.4	1.4	Control Book	\$ 142,490.00	\$ 332,478.00	\$ 474,968.00
I.1	2.1	Leadership Strategic Plan	\$ 68,734.00	\$ -	\$ 68,734.00
I.2	2.2	Updated Stakeholder List/Analysis	\$ 70,278.00		\$ 70,278.00
I.3	2.3	Stakeholder Engagement Plan	\$ 53,854.00		\$ 53,854.00
J.1	3.1	Business Process Documentation & Maps	\$ 161,274.50	\$ -	\$ 161,274.50
J.2	3.2	Findings and Recommendations of As-Is BPMN Analysis	\$ 161,274.50	\$ -	\$ 161,274.50
J.3	3.3	Recommendations for Organizational Change		\$ 243,308.00	\$ 243,308.00
J.4	3.4	New Organizational Model Implementation Plan		\$ 318,260.00	\$ 318,260.00
K.1	4.1	Stakeholder Readiness Assessment, Analysis & Recommendations	\$ 1,095,980.34	\$ 1,095,980.34	\$ 2,191,960.68
K.2	4.2	Change Management Plan	\$ 600,306.00		\$ 600,306.00
K.3	4.3	Stakeholder Communication Plan	\$ 554,368.00		\$ 554,368.00
L.1	5.1	Training Needs Assessment/Analysis	\$ -	\$ 64,882.00	\$ 64,882.00
L.2	5.2	Training Plan	\$ -	\$ 126,519.00	\$ 126,519.00
L.3	5.3	Training Materials		\$ 924,570.00	\$ 924,570.00
Total					\$ 7,056,981.68

EXHIBIT E - HOURLY RATES BY POSITION		
Project Title/Role	Name	Hourly Rate
Engagement Manager*	Patrick Coakley	\$285
MMIS/Medicaid SME*	Rick Zelznak	\$285
Project Manager*	TBD	\$260
OCM Manager*	TBD	\$215
Business Process Lead		\$215
Communications Manager		\$215
Communications Analyst		\$186
Training Analyst		\$186
Stakeholder Engagement Manager		\$215
Stakeholder Engagement Analyst		\$186
Business Process Analyst		\$186
Business Process Analyst		\$186
Org Design Analyst		\$186
Org Design SME		\$260
Training Manager*	Missy Garrity	\$285
Medicaid SME		\$285
*Key Staff Positions		

P. PAYMENT SCHEDULE

1. Payment will be based on the submission of required, deliverables upon acceptance and approval by DSS in accordance with Exhibit C of this Contract.
2. Deliverables must adhere to the performance standards set forth in Section G and meet the following criteria for DSS approval:
 - a. Timeliness: The deliverable adheres to the timelines established in the Project Work Plan.
 - b. Substance: The subject matter has adequate detail and is presented in a clear and concise manner.
 - c. Accuracy: The subject matter is accurate and supports verifiable facts, reflects decisions and discussions in project meetings and work sessions and demonstrates an understanding of the goals and objectives of the program.
 - d. Completeness: The subject matter meets contractual requirements and/or expectations defined in the Department approved DED.
 - e. Quality: The document is clear, concise, and demonstrates that it was reviewed and thoroughly proofread. It should reflect:
 - i. Proper grammar, spelling, acronym definitions, best practice formatting, properly referenced; and
 - ii. A standard of business and technical writing that limits ambiguity and rework by Department reviewers.
3. The Contractor may submit one monthly invoice each month for payment that represents all deliverables for the month.

a. The invoice shall separately itemize all deliverables approved within the month, e.g., weekly status report materials for the month, OCM work plan updates, and any larger work product deliverables (e.g. Stakeholder List, Communication Plan, and Training Plan) approved that month.

b. Invoices for deliverables that were not delivered to the Department in accordance with the Approved Work Plan shall be reduced by the per- workday penalty set forth in section G.1.b.i of this contract.

4. The monthly invoice will not be deemed approved for payment until all deliverables for the month have been accepted and approved by DSS.

EXHIBIT C. PAYMENT SCHEDULE								
Contract Section	Del.#	NHC Deliverable	Due (Frequency)	Year 1		Year 2		Total Budget
				Budget	Payment	Budget	Payment	
H.1	1.1	Kick-off	1X	\$ 58,596.00	\$ 58,596.00	\$ -		\$ 58,596.00
H.2	1.2	Project Management Documentation	1X	\$ 167,274.00	\$ 167,274.00	\$ -		\$ 167,274.00
H.3	1.3	Reports & Meetings	Monthly	\$ 408,277.50	\$ 34,023.13	\$ 408,277.50	\$ 34,023.13	\$ 816,555.00
H.4	1.4	Control Book	Quarterly	\$ 142,490.00	\$ 35,622.50	\$ 332,478.00	\$ 83,119.50	\$ 474,968.00
I.1	2.1	Leadership Strategic Plan	1X	\$ 68,734.00	\$ 68,734.00	\$ -		\$ 68,734.00
I.2	2.2	Updated Stakeholder List/Analysis	1X	\$ 70,278.00	\$ 70,278.00		\$ -	\$ 70,278.00
I.3	2.3	Stakeholder Engagement Plan	1X	\$ 53,854.00	\$ 53,854.00		\$ -	\$ 53,854.00
J.1	3.1	Business Process Documentation & Maps	1X	\$ 161,274.50	\$ 161,274.50	\$ -		\$ 161,274.50
J.2	3.2	Findings and Recommendations of As-Is BPMN Analysis	1X	\$ 161,274.50	\$ 161,274.50	\$ -		\$ 161,274.50
J.3	3.3	Recommendations for Organizational Change	1X		\$ -	\$ 243,308.00	\$243,308.00	\$ 243,308.00
J.4	3.4	New Organizational Model Implementation Plan	1X		\$ -	\$ 318,260.00	\$318,260.00	\$ 318,260.00
K.1	4.1	Stakeholder Readiness Assessment, Analysis & Recommendations	Quarterly	\$ 1,095,980.34	\$ 273,995.09	\$ 1,095,980.34	\$273,995.09	\$ 2,191,960.68
K.2	4.2	Change Management Plan	1x	\$ 600,306.00	\$ 600,306.00		\$ -	\$ 600,306.00
K.3	4.3	Stakeholder Communication Plan	1X	\$ 554,368.00	\$ 554,368.00		\$ -	\$ 554,368.00
L.1	5.1	Training Needs Assessment & Analysis	1X	\$ -	\$ -	\$ 64,882.00	\$ 64,882.00	\$ 64,882.00
L.2	5.2	Training Plan	1X	\$ -		\$ 126,519.00	\$126,519.00	\$ 126,519.00
L.3	5.3	Training Materials	1X			\$ 924,570.00	\$924,570.00	\$ 924,570.00
		TOTAL		\$ 3,542,706.84		\$ 3,514,274.84		\$ 7,056,981.68

Q. NOTICES

<p>If to the Agency:</p>	<p>STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES 55 Farmington Avenue Hartford, CT 06105</p> <p>Program Mark Heuschkel CT METS Program Director 860-424-5347 Mark.Heuschkel@ct.gov Diana Lopez-Villegas CT METS OCM Lead (Liaison) (860) 424-5036 Diana.LopezVillegas@ct.gov</p> <p>Contract Diana Speranza Fiscal Administrative Manager 2 Contracts Administration Unit Phone (860) 424-5728 Fax (860) 424-4962 Diana.Speranza@ct.gov</p> <p>Financial Nicholas Venditto Director DSS Division of Financial Services Phone (860) 424-5841 Nicholas.Venditto@ct.gov</p>	<p>If to the Contractor:</p>	<p>The North Highland Company LLC 3333 Piedmont Rd NE, Atlanta, GA 30305</p> <p>Patrick Coakley Associate Vice President One Penn Plaza, Suite 3205 New York, NY 10119 617-306-7032 Patrick.Coakley@northhighland.com</p> <p>Rick Zelznak, Vice President 3800 Esplanade Way, Suite 160 Tallahassee, FL 32311 850-321-9250 Rick.Zelznak@northhighland.com</p>
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Part 2 Effective July 1, 2019

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, unmatured, contingent, known or unknown, at law or in equity, in any forum.
5. **"Client"** shall mean a recipient of the Contractor's Services.
6. **"Contract"** shall mean this agreement, as of its effective date, between the Contractor and the 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.
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 C.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.** Notwithstanding the language in Part II, Section E.1(c) of this Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.
 - (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted on the Signatures and Approval page of 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. "Business Associate" shall mean the Contractor.
 - (2) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (3) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (4) "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)).
 - (5) "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).

- (6) "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.
- (7) "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.
- (8) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (9) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (10) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (11) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- (12) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (13) "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.
- (14) "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.

(l) 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, status as a veteran, 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 ensure 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, status as a veteran, 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.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
 Rev. 07/18
 Page 1 of 2



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

This notice is provided under the authority of Connecticut General Statutes § 9-612 (f) (2) 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.



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 return of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising 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, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, 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 under this chapter, (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, (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this subdivision, or (v) mere attendance at a fundraiser.

“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 # 20DSS8903JU

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

Contractor

The North Highland Company, LLC

DocuSigned by:

Wayne Messina

4/6/2021 | 6:59 AM CDT

Signature

Date

Wayne Messina

Vice President

Name and Title of Authorized Official

Connecticut Department of Social Services

DocuSigned by:

Kathleen M. Brennan

4/6/2021 | 8:31 AM EDT

Signature

Date

Kathleen M. Brennan Deputy Commissioner

Name and Title of Authorized Official

Connecticut Attorney General *approved as to form:*

DocuSigned by:

Joseph Rubin

4/8/2021 | 11:16 AM EDT

Signature

Date

Joseph Rubin Asst. Dep. Attorney General

Name and Title of Authorized Official