

PERSONAL SERVICE AGREEMENT

CO-802A REV. 2/08

**STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER**

1. PREPARE IN QUADRUPPLICATE
2. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES

(1) ORIGINAL AMENDMENT (2) IDENTIFICATION NO. P.S. 21OHS0003

CONTRACTOR
 (3) CONTRACTOR NAME: Anthem Health Plan, Inc.
 CONTRACTOR ADDRESS: 108 Leigus Rd, Wallingford, CT 06492
 (4) ARE YOU PRESENTLY A STATE EMPLOYEE? YES NO
 CONTRACTOR FEIN/SSN - SUFFIX

STATE AGENCY
 (5) AGENCY NAME AND ADDRESS: Office of Health Strategy, PO Box 340308, 450 Capitol Avenue MS# 51OHS, Hartford, CT 06134-0308

CONTRACT PERIOD
 (6) DATE (FROM) 7/1/2021 THROUGH (TO) 6/30/2022
 (7) INDICATE MASTER AGREEMENT CONTRACT AWARD NO. _____ NEITHER

CANCELLATION CLAUSE
 THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE BUSINESS UNIT, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT) (8) REQUIRED NO. OF DAYS WRITTEN NOTICE 60

COMPLETE DESCRIPTION OF SERVICE
 (9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets of necessary.)
 CONTRACTOR shall assist OHS in administering and managing the Covered Connecticut Program that was established by section 16 of SB 1202 of the Connecticut General Assembly, which was transmitted to Governor Lamont and signed, pending on June 23, 2021 and assignment of a Public Act number, and funded under Special Act 21-15. Services shall be provided in accordance with Attachment A which is hereby incorporated by reference.


COST AND SCHEDULE OF PAYMENTS
 (10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.
 The State shall pay the CONTRACTOR a total sum not to exceed \$23,600,000 in accordance with Attachment A which is hereby incorporated by reference.

(11) OBLIGATED AMOUNT: \$23,600,000.00

(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) PROJECT/GRANT	(19) CHARTFIELD 1	(20) CHARTFIELD 2	(21) BUDGET REFERENCE
\$23,600,000.00	11000	OHS49456	10020	42901	51131				2021

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS

(23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	(22) STATUTORY AUTHORITY
	TITLE: President DATE: 6/25/21
(24) AGENCY (AUTHORIZED OFFICIAL)	TITLE: Executive Director DATE: 6/25/2021
(25) OFFICE OF POLICY & MANAGEMENT/DEPARTMENT OF ADMINISTRATIVE SERVICES	TITLE: DATE:
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)	DATE:

ATTACHMENT A

SECTION 1

This Agreement (hereinafter referred to as “Agreement” or “Contract”) is entered into between the State of Connecticut (hereinafter “STATE”) acting through the Office of Health Strategy (hereinafter “OHS”) pursuant to C.G.S. §19a-754a, C.G.S. § 4-8 and Special Act 21-15, and Anthem Health Plans, Inc., doing business as Anthem Blue Cross and Blue Shield (hereinafter “CONTRACTOR”), a company having its principal offices at 108 Leigus Road, Wallingford, CT 06492 CONTRACTOR (collectively the “Parties”). The Parties agree that the services specified below shall be provided by CONTRACTOR in strict compliance with the provisions of this Agreement.

BACKGROUND

The Affordable Care Act (“ACA”) provides advance premium tax credits (“APTC”) and cost sharing reductions (“CSRs”) to adults who are not eligible for the Connecticut Medicaid Program under Chapter 319v of the general statutes, and with incomes up to two hundred fifty percent of the federal poverty level (250% FPL) who enroll in individual insurance health plans through the Connecticut Health Insurance Exchange d/b/a Access Health CT. Under the ACA these APTCs offset some of the premium or monthly costs of an individual’s health plan. Section 9661 of the American Rescue Plan Act (“ARPA”) of 2021 provides additional APTCs for individuals above the Connecticut Medicaid eligibility income limits based on their annual income and the percentage of their income they can afford to spend on a health plan.

Despite the APTCs offered under the ACA and modified by the ARPA, many individuals eligible for these tax credits will have a remaining premium payment obligation. In addition, the ACA also requires that individuals with incomes between Connecticut Medicaid eligibility income limits and 250% FPL, who enroll in individual insurance coverage through Access Health CT also receive assistance with cost sharing, also known as co-payments, deductibles and co-insurance. This cost sharing assistance is provided directly to health care providers by the health carriers, but many eligible individuals will still have a remaining cost sharing obligation for medically necessary covered services.

The State of Connecticut committed to providing additional assistance to these eligible individuals through the biennial budget for state fiscal years 2022 and 2023, Special Act 21-15. SB 1202, An Act Concerning Provisions Related To Revenue And Other Items To Implement The State Budget For The

Biennium Ending June 30, 2023 the “Act”), signed by Governor Lamont on June 23, 2021 pursuant to Bill Notification 2021-19, charges the Office of Health Strategy (“OHS”) with administering the Covered Connecticut Program (“Program”) which fully subsidizes these unmet costs solely for eligible parents and needy caretaker relatives in tax households with dependent children and at least one child enrolled in the HUSKY A Medicaid program, effective July 1, 2021. These eligible individuals who are not eligible for Medicaid because they exceed the Medicaid income limits under chapter 319v of the general statutes, up to one hundred seventy-five per cent of the federal poverty level but are enrolled in a qualified health plan will have these unmet premium and cost-sharing subsidized under the Program, which shall include fully subsidizing any unmet premium payment obligations for such individuals and subsidizing any unmet cost sharing obligations for such individuals for medically necessary covered services. Beginning on July 1, 2021, the the Program will also include eligible parents and needy caretaker relatives enrolled in the CONTRACTOR’s zCSR plan, with incomes greater than one hundred sixty percent of the federal poverty level (160% FPL) and up to one hundred seventy-five percent of the federal poverty level (175% FPL), who have dependent children and at least one child enrolled in HUSKY A Medicaid Program.

Effective July 1, 2022, the Program expands eligibility for assistance to provide fully subsidized health insurance to all parents and needy caretaker relatives as well as nonpregnant low-income adults from age eighteen to sixty-four who meet eligibility requirements for premium and cost-sharing subsidies for a qualified health plan, who have incomes up to one hundred seventy-five per cent of the federal poverty level but are not otherwise eligible for Medicaid, as detailed above, which shall include fully subsidizing any unmet premium payment obligations for such individuals and subsidizing any unmet cost sharing obligations for such individuals for medically necessary covered services.

Health carriers offering these qualified health plans shall incur the costs of the Program on a quarterly basis prior to being reimbursed by the State of Connecticut on the same basis for such remaining premium and cost-sharing obligations. The Exchange will provide to the CONTRACTOR the identity of individuals who are eligible for the Program. Effective July 1, 2022, the Program will also include adults enrolled in the CONTRACTOR’s zCSR plan with incomes greater than one hundred sixty percent of the federal poverty level (160% FPL) and up to one hundred seventy-five percent (175% FPL) of the federal poverty level.

Special Act 21-15 allocates to OHS the funds to administer the Program, including reimbursement of the costs incurred by the CONTRACTOR during the preceding quarter as well as additional costs incurred by the CONTRACTOR for increased Member utilization of medically necessary covered services. This shall include coverage for Members in the Program in a grace period for premium

payment. Additionally, individual eligibility is expanded to permit coverage through Access Health CT through ARPA's special unemployment eligibility provisions for the remainder of calendar year 2021 for individuals who select the 87% CSR silver level benchmark plan.

A portion of the Program costs will be reflected through application of a Program Charge calculated on the total premium of the 87% CSR plan and applied to the remaining premium obligations for individuals with incomes between incomes of one hundred sixty percent of the federal poverty level (160% FPL) and one hundred seventy five percent of the federal poverty level (175% FPL). For those eligible individuals who enroll in individual health carriers' plans through the Exchange, the Program Charge shall be determined annually, on a calendar year, by the Connecticut Insurance Department ("CID") and will be communicated in writing by the CID to the CONTRACTOR and to OHS, except for the period from July 1, 2021 to December 31, 2021, for which CID will provide a Program Charge for the remainder of the 2021 calendar year. The portion of the Program Costs determined by the Program Charge shall not be charged to the Member and shall not be considered premium.

This Contract addresses the Parties' agreement that a reconciliation process to ensure proper payment of expenditures for the Program is necessary to effectuate the Program. This shall include the execution of a business associate agreement under the Health Insurance Portability and Accountability Act of 1996, and amendments thereto, and regulations thereunder for the CONTRACTOR to share data for purposes of reporting to OHS and verifying proper reimbursement to the CONTRACTOR.

SECTION 2

CONTRACT PERIOD AND DEFINITIONS

This Agreement shall commence July 1, 2021 by the parties hereto and **the duties of the CONTRACTOR as set forth in Section 5 of this Agreement shall begin upon execution of this Agreement and be completed by the CONTRACTOR by the end of the contract period, which shall be no later than June 30, 2023** (hereinafter "end date").

2.1 Definitions

- A. "Advanced Premium Tax Credits" or "APTC" means refundable tax credits under section 1401 of the Affordable Care Act as amended by the American Rescue Plan Act of 2021, that may be

paid in advance, to offset premium costs for individuals who purchase insurance through the Connecticut Health Insurance Exchange

- B. "Affordable Care Act" or "ACA" has the same meaning as provided in section 38a-1080 of the General Statutes
- C. "ARPA" means the American Rescue Plan Act of 2021, Pub.L.117-2
- D. "CONTRACTOR" means Anthem Health Plans, Inc. ("Anthem")
- E. "Cost Sharing Reductions" or "CSRs" has the same meaning as provided in section 1402 of the Affordable Care Act
- F. ". Covered Connecticut program" or "Program" means the program established by section 16 of SB 1202, An Act Concerning Provisions Related To Revenue And Other Items To Implement The State Budget For The Biennium Ending June 30, 2023 the "Act"), signed by Governor Lamont on June 23, 2021 pursuant to Bill Notification 2021-19
- G. "Enrollee" means any individual enrolled in an individual qualified health plan on the Exchange, regardless of whether that Enrollee is a Member of the Covered Connecticut Program
- H. "Exchange" has the same meaning as provided in section 38a-1080 of the General Statutes
- I. "Health carrier" has the same meaning as provided in section 38a-613 of the General Statutes
- J. "Individual market" has the same meaning as provided in 42 USC 615 18024(a), as amended from time to time
- K. "Member" means an individual Enrollee who is receiving financial assistance through the Covered Connecticut Program
- L. "Office of Health Strategy" means the Office of Health Strategy established under section 19a-754a of the General Statutes
- M. "Program Costs" means the costs to CONTRACTOR for providing Services to the Program including but not limited to: 1) the value of copays and cost shares funded by the Program and advanced by CONTRACTOR, (2) the Member premium responsibility after application of APTC, and (3) the calculated amount of the Program Charge
- N. "Silver level" has the same meaning as provided in 42 USC 18022(d), as amended from time to time
- O. "Program Charge" means the rate of increased Member utilization from the Program subsidies with respect to the carrier's 87% CSR Plan as Calculated by the Connecticut Insurance Department
- P. "87% CSR Plan" means the CONTRACTOR's eighty-seven percent actuarial value silver level benchmark individual qualified health plan sold on the Exchange for individuals whose incomes are between one hundred fifty percent (150%) and two hundred percent (200%) of the federal poverty level ("FPL")

Q. “zCSR plan” means the CONTRACTOR’s Zero Cost Sharing plan available to members of federally recognized tribes and Alaska Native Claims Settlement Act (ANCSA) Corporation shareholders whose income is between 100% and 300% of the federal poverty level and qualify for premium tax credits. People enrolled in this type of plan: 1) don’t not pay co-payments, deductibles, or coinsurance when getting care from an Indian health care provider or when getting essential health benefits through a Marketplace plan; 2) don’t need a referral from an Indian health care provider when getting essential health benefits through an Exchange plan; 3) Can get zero costs sharing with a plan at any metal level on the Exchange; and 4) must agree to have their income verified in order to enroll.

SECTION 3

TERMINATION PROVISION

- 3.1** This Agreement may be terminated by OHS upon the provision of sixty days prior written notice delivered by certified mail if either of the following occurs:
- 3.1.1** the inability to fulfill its duties as described herein, because of a) expiration of additional premium tax credits provided under ARPA to Members of the Program, or b) legislation authorizing the Covered Connecticut Program expires; or allocated funds provided under Special Act 21-15 are reduced or eliminated, or
- 3.1.2** conditions arise under provisions under Section 7 of this Contract permitting or mandating termination, including but not limited to, a reasonable likelihood that expenses under the Program are expected to exceed the allocated amounts under Special Act 21-15, in which case the Parties shall collaborate in good faith to identify reasonable resolution to the triggering condition prior to terminating the Contract.
- 3.2** Notwithstanding Section 7.D.6 of this Contract, CONTRACTOR may terminate this agreement:
- 3.2.1** upon its compliance with termination or cancelation provisions under Section 7.2(B)(3), (4) and (5) of under its agreement with the Exchange; or
- 3.2.2** upon CONTRACTOR’s election to no longer be a participating carrier on the Exchange; or
- 3.2.3** in the event either 3.1.1 or 3.1.2 above arises and the Parties cannot find a solution.
- 3.3** Notwithstanding the foregoing, in the event of any termination of this Agreement by OHS pursuant to Section 3.1 hereof, OHS shall continue to seek a viable alternative, with reasonable assistance from Contractor, to secure funding that will allow Members to continue coverage under the insurance policies they receive under the Program. Contractor agrees to cooperate

with Members upon their request to transition them to other coverages in which they may be eligible to enroll in lieu of the coverage they were enrolled in on the date OHS terminates this Agreement.

In the event Contractor terminates this Agreement without cause or this Agreement is terminated by OHS for breach by Contractor, Contractor agrees to seek a viable alternative, with reasonable assistance from OHS, to identify funding that will allow Members to continue coverage under the insurance policies they receive under the Program. Contractor agrees to cooperate with Members upon their request to transition them to other coverages they in which they may be eligible to enroll in lieu of the coverage they were enrolled in on the date OHS terminates this Agreement.

SECTION 4

NOTICE

Unless otherwise expressly provided to the contrary, any notice provided under this Agreement shall be in writing and may be delivered personally or by certified mail in the manner set forth in this section, which shall be effective upon receipt. All notices shall be effective if delivered personally or by certified mail to the following addresses:

State: State of Connecticut
Office of Health Strategy
P.O. Box 304308
450 Capitol Avenue MS#51OHS
Hartford, CT 06134-0308
Attention: Victoria L. Veltri, JD, LL.M., Executive Director
EMAIL: Victoria.veltri@ct.gov

CONTRACTOR: Anthem Health Plan, Inc.
180 Leigus Rd.
Wallingford CT 06492
Attn: Christine Cappiello, Senior Director, Government Relations
Bonnie Server, Compliance Director
Karen Dupre, Program Director
EMAIL: Christine.Cappiello@anthem.com
Bonnie.Server@anthem.com
Karen.Dupre@anthem.com

The Parties may change their respective addresses for notices under this paragraph upon prior written notification of the other. Any such change shall not require that this Contract be amended by the Parties as specified in Section 7.D.1 of this Contract.

SECTION 5

SPECIFICATION OF SERVICES

5.1 Project Overview

This Contract sets forth the responsibilities of the Parties and the processes necessary for the administration and management of the Program.

5.2 Obligations of the CONTRACTOR

The CONTRACTOR's obligations are as follows:

- 5.2.1 CONTRACTOR shall register as a vendor in the state procurement system.
- 5.2.2 CONTRACTOR shall operate its 87% CSR plan and its zCSR plan consistent with existing state insurance statutes and regulations.
- 5.2.3 CONTRACTOR shall provide to OHS, in a form and manner directed by OHS, through secure file transfer protocol (SFTP), a submission containing the following information on a quarterly basis, for the quarter beginning July 1, 2021 and ending on September 20, 2021, and for each quarter thereafter, for each Member who is an Enrollee in the plan described above:
 - A. The minimum data elements necessary to identify each individual eligible ("Member") for the Program;
 - B. The date of effectuation of the policy for each Member for the Program;
 - C. Change in eligibility/enrollment, as reported to the company by the Exchange, of any Member for the Program in that quarter in order to verify change in assistance through the Program;
 - D. The quarterly amount of paid remaining premium obligation for each Member for whom payment was made in the Program based on the household advanced premium tax credit, as specified by the ACA;
 - E. The reported Program Charge for that quarter of the calendar;
 - F. The total premium accounting for D and E for each Member of the Program; and

G. The quarterly amount for remaining cost sharing paid for each Member enrolled in the Program.

5.2.4 Data and Reporting Requirements

CONTRACTOR shall provide to OHS, in a form and manner directed by OHS:

- A. Subject to the requirements of and in compliance with applicable law and regulations, CONTRACTOR shall furnish OHS, or its designees, such commercially reasonable and timely ad hoc or periodic reports and data, in a mutually agreeable format, as OHS determines to be necessary to enable OHS to carry out its obligations under this Agreement;
- B. CONTRACTOR OHS shall identify and reconcile any discrepancies between the data transmitted from the CONTRACTOR and data maintained by OHS CONTRACTOR; and
- C. Unless required to be provided to OHS by law or regulation or as required by section 5 and 6 of this Agreement so that OHS may carry out its duties under this Agreement, data or information that is deemed proprietary and confidential by CONTRACTOR or which is otherwise not generally made available to the public or outside parties will not be disclosed to OHS. OHS agrees that all such proprietary and confidential information, subject to Section 7.E.7 herein, shall be the property of CONTRACTOR.

5.2.5 Assist OHS to resolve any issues or concerns identified pursuant to subsection 5.3.6 of this Section.

5.2.6 CONTRACTOR shall provide other information upon request as necessary for ensuring completeness of reporting for purposes of reimbursement under the Program and for completion of auditing functions of this contract.

5.2.7 Collaborate with OHS to ensure completion of the report required by section 16(c) and section 16(e) of SB 1202, An Act Concerning Provisions Related To Revenue And Other Items To Implement The State Budget For The Biennium Ending June 30, 2023 the "Act"), signed Governor Lamont on June 23, 2021 pursuant to Bill Notification 2021-19.

5.3 Obligations of OHS

5.3.1 From July 1, 2021 through June 30, 2022, reimburse CONTRACTOR for Program Costs paid by CONTRACTOR during the immediately preceding quarter under the Program by a mutually agreed upon method for the individuals described in the Act, signed by Governor Lamont on June 23, 2021 pursuant to Bill Notification 2021-19, and this Agreement.

- 5.3.2 Beginning July 1, 2022, reimburse CONTRACTOR for Program Costs paid by CONTRACTOR during the immediately preceding quarter for expenses under the program by a mutually agreed upon method for individuals described the Act and this Agreement.
- 5.3.3 OHS shall pay reimburse CONTRACTOR for Program Costs paid for individuals in the Program who are in a grace period.
- 5.3.4 For the period between July 1, 2021 and December 31, 2021, OHS shall reimburse CONTRACTOR for Program Costs paid for adults who enroll in the CONTRACTOR's, 87% CSR plan as a result of their special unemployment eligibility for coverage under the ARPA and who also otherwise qualify for the Program
- 5.3.5 Verify each submission from CONTRACTOR.
- 5.3.6 Identify and notify with the CONTRACTOR of concerns with the CONTRACTOR's submission as detailed in Section 5.2.3 of this Contract within seven (7) days of receipt of such submission, pursuant to section 5.2 of the Contract.
- 5.3.7 Promptly address any concerns as a result of invoices submitted by CONTRACTOR.
- 5.3.8 OHS shall reimburse CONTRACTOR within 30 Days of receipt of CONTRACTOR's invoices unless there is remaining dispute concerning said invoices, in which case the Parties will pursue the dispute resolution process in section 5.5 herein and OHS shall reimburse CONTRACTOR within 30 Days of mutually agreed upon resolution of any issues identified in subsection 5.3.6 of this section.

5.4 Obligations of the Parties

- 5.4.1 Enter a business associate agreement separate from this Contract under the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, and amendments thereto, and regulations thereunder for the CONTRACTOR to share data for purposes of reporting to OHS and to ensure proper reimbursement to the CONTRACTOR.
- 5.4.2 The CONTRACTOR and OHS shall agree to a reconciliation process for any items the remain pending or in dispute, such as overpayment for Enrollees who may terminate membership, at the end of each quarter.
- 5.4.3 Member information, including remaining premium and cost sharing obligations on an individual Enrollee basis under the Program shall not be disclosed by the Parties to any other party except as required by law.

5.5 Dispute Resolution

5.5.1 In the event of a dispute over the implementation or operation of any administrative aspect of this Contract, an attempt first shall be made to resolve the issue(s) between the designated contact persons or their designees from OHS and CONTRACTOR. Further resolution, if necessary, shall be determined by the President or CEO of CONTRACTOR and the Executive Director of OHS.

5.6 Miscellaneous

5.6.1 No employee or agent of the CONTRACTOR shall be or shall be deemed to be an employee or agent of the OHS or have authorization, express or implied, to bind the State on behalf of OHS to any agreements, settlements, liability or understandings, except as expressly set forth in the Contract or its subsequent addenda or amendments. OHS solely and entirely shall be responsible for its acts and the acts of its employees and CONTRACTORS, if any, during the performance of this Contract.

5.6.2 No employee or agent of the CONTRACTOR shall be or shall be deemed to be an employee or agent of OHS, nor have authorization, express or implied, to bind the CONTRACTOR on behalf of OHS to any agreements, settlements, liability or understandings, except as expressly set forth in the Contract or its subsequent addenda or amendments. The CONTRACTOR solely and entirely shall be responsible for its acts and the acts of its employees and CONTRACTOR's, if any, during the performance of this Contract.

5.6.3 This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5.6.4 The individuals that execute this Contract shall be deemed parties to this Contract, and, by their signatures, mutually enter into this Contract. Either party may, from time to time, designate in writing a substitute representative.

5.6.5 Ownership of CONTRACTOR Data

- A. OHS shall ensure that all individual data and information submitted by the CONTRACTOR to OHS, either directly or indirectly, will not be, without CONTRACTOR's written approval:
 - i. Used by OHS or its subcontractors other than in connection with carrying out its obligations under this Contract, the ACA, the ARPA, or SB 1202, An Act Concerning Provisions Related To Revenue And Other Items To Implement The State Budget For The Biennium Ending June 30, 2023 the "Act"), signed Governor Lamont on June 23, 2021 pursuant to Bill Notification 2021-19, or successor initiatives; or

- ii. Disclosed, sold, assigned, leased otherwise provided to third parties by OHS or its subcontractors other than in connection with carrying out its obligations under this Contract; or
 - iii. Commercially exploited by or on behalf of OHS or its subcontractors other than in connection with carrying out its obligations under this Contract.
- B. CONTRACTOR shall not unreasonably withhold or delay its written approval for reasonable uses of such data, such as participation in HIPAA-compliant research initiatives.
- C. Notwithstanding the foregoing, CONTRACTOR agrees that OHS may disclose aggregated CONTRACTOR data necessary to carrying out its reporting obligations under this Contract, the ACA, the ARPA, or SB 1202, except that no individually identifiable data shall be disclosed, consistent with this subsection.

SECTION 6

COST AND SCHEDULE OF PAYMENTS

6.1 BUDGET

- 6.1.1 The total amount allocated in Special Act 21-15 for the management and administration of the Program and to reimburse participating health carriers is \$8,000,000 for the period of July 1, 2021 through June 30, 2022 and \$15,600,000 for the period of July 1, 2022 through June 30, 2023, which will be the total of the actual expenses paid for coverage for each of the health carrier's Enrollees who are Members in the Program.
- 6.1.2 The CONTRACTOR will be reimbursed each quarter based on the total of the actual expenses paid under the Program for each of the health plan Enrollees who are Members in the Program.
- 6.1.3 The amounts reimbursed to the CONTRACTOR by OHS under this Contract shall not exceed the amount set forth in subsection 6.1.1 of this section.

6.2 PAYMENT PROVISIONS

6.2.1 Invoicing

The CONTRACTOR agrees to submit quarterly invoices to OHS categorizing the elements of Sections 5.2.3 and 5.2.4 herein in a mutually agreed upon format.

6.2.2 Compensation and Reimbursement:

The CONTRACTOR will be reimbursed for Program Costs based on properly submitted invoices in a manner consistent with section 5.2 of this Contract.

SECTION 7 OTHER TERMS & CONDITIONS

The CONTRACTOR shall comply with the following terms and conditions.

A. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

1. **“Bid”** shall mean a bid submitted in response to a solicitation.
2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
5. **“Client”** shall mean a Member.
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 (e.g., lawn care), and the Exchange shall not be considered subcontractors, unless such activity is considered part of a training, vocational or educational program.
8. **“Data”** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
9. **“Day”** shall mean all calendar days, other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.

10. **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
11. **“Force Majeure”** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the CONTRACTOR, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the CONTRACTOR, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
12. **“Personal Information”** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Personal Information shall also include any information regarding clients that OHS classifies as “confidential” or “restricted.” Personal Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
13. **“Personal Information Breach”** shall mean an instance where an unauthorized person or entity accesses Personal Information in any manner, including but not limited to the following occurrences: (1) any Personal Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Personal Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Personal Information together with the confidential process or key that is capable of compromising the integrity of the Personal Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the CONTRACTOR, the OHS or State.
14. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the CONTRACTOR in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. For the avoidance of doubt, Records shall not include records accumulated and/or produced by CONTRACTOR in its separate capacity as a vendor of the Exchange.
15. **“Services”** shall mean the performance of Services as stated in Section 5 of this Contract.
16. **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
17. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach as set forth in Section 3 of this Contract.

B. Client-Related Safeguards.

1. Inspection of Work Performed.

- (a) OHS its authorized representative shall at all times have the right to enter into the CONTRACTOR or CONTRACTOR Parties' premises, or such other places where duties under the Contract are being performed, to inspect, to monitor or to evaluate the work being performed in accordance with Conn. Gen. Stat. § 4e-29 to ensure compliance with this Contract. The CONTRACTOR and all subcontractors must provide all reasonable facilities and assistance to OHS representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The CONTRACTOR shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this Section shall be made available to the CONTRACTOR.
- (b) The CONTRACTOR must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

2. Safeguarding Client Information. If applicable, the OHS and the CONTRACTOR shall safeguard the use, publication and disclosure of information on all applicants for and all Members who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.

3. Reporting of Client Abuse or Neglect. If applicable, the CONTRACTOR shall comply with all reporting requirements relative to Member abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disability); and C.G.S. § 17b-407 (relative to elderly persons).

4. Background Checks. If applicable, the State may require that the CONTRACTOR and CONTRACTOR Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The CONTRACTOR and CONTRACTOR Parties shall cooperate fully as necessary or reasonably requested with the 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 on the Web at <https://portal.ct.gov/OPM/Fin-POS/Standards/POS-Cost-Standards>

- 2. Credits and Rights in Data.** Unless expressly waived in writing by OHS, 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 OHS 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 OHS, unless OHS or its agents co-authored said publication and said release is done with the prior written approval of OHS's Head. All publications shall contain the following statement: "This publication does not express the views of the [insert Agency name] or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the CONTRACTOR nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by OHS. OHS shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. OHS 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 OHS 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 OHS'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 OHS 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.
- (b) The CONTRACTOR acknowledges that OHS 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 OHS, shall constitute a Breach of this Contract and may result in cancellation as set forth in Section 7(A)(3) 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 OHS.

- (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 OHS, 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 OHS 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. OHS may cancel or terminate this Contract immediately if at any point the CONTRACTOR, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

5. Audit Requirements.

- (a) The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made. The CONTRACTOR shall provide for an annual financial audit acceptable to OHS for any expenditure of state-awarded funds made by the CONTRACTOR. Such audit shall include management letters and audit recommendations. The CONTRACTOR shall comply with federal and state single audit standards as applicable.

- b) The CONTRACTOR shall make all of its and the CONTRACTOR Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, OHS, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10)

days prior to the requested date. All audits and inspections shall be at the requester's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The CONTRACTOR shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the CONTRACTOR shall cooperate with an exit conference.

- (c) For purposes of this subsection as it relates to State grants, the word "CONTRACTOR" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230.
- (d) The CONTRACTOR must incorporate this section verbatim into any Contract it enters into with any subCONTRACTOR providing services under this Contract.

6. Related Party Transactions. The CONTRACTOR shall report all related party transactions, as defined in this section, to OHS on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a CONTRACTOR or CONTRACTOR Party and a related party include, but are not limited to:

- (a) Real estate sales or leases;
- (b) leases for equipment, vehicles or household furnishings;
- (c) Mortgages, loans and working capital loans; and
- (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the CONTRACTOR or CONTRACTOR Party.

7. Suspension or Debarment. In addition to the representations and requirements set forth in Section D.4:

- (a) The CONTRACTOR certifies for itself and CONTRACTOR Parties involved in the administration of federal or state funds that they:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and

- (4) Have not within a three-year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
- (b) Any change in the above status shall be immediately reported to OHS.
- 8. Liaison.** Each Party shall designate a liaison as set forth in Section 4 of this Contract to facilitate a cooperative working relationship between the CONTRACTOR and OHS in the performance and administration of this Contract.
- 9. Subcontracts.** No CONTRACTOR Party shall acquire any direct right of payment from OHS 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 OHS 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 OHS.
- 11. Indemnification.**
- (a) The CONTRACTOR shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
- (1) claims arising directly or indirectly, directly or indirectly, in connection with the Contract, that are based upon acts of commission or omission that constitute negligence, breach of contract, breach of fiduciary duty or willful misconduct of the Contractor (collectively, the "Acts"); 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 the Acts. 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 include claims concerning confidentiality of any part of or all of the Contractor's bid proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of this Agreement.
- (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 contributed to the Acts giving rise to the Claims.

- (d) The CONTRACTOR shall carry and maintain at all times during the term of the Contract, and during the time that any sections survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The CONTRACTOR shall name the State as an additional insured on the policy and shall provide a copy of the policy to OHS prior to the effective date of the Contract. The CONTRACTOR shall not begin performance until the delivery of the policy to OHS.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

12. Insurance. Before commencing performance, OHS may require the CONTRACTOR to obtain and maintain specified insurance coverage. In the absence of specific OHS requirements, the CONTRACTOR shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:

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

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

- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The CONTRACTOR waives any objection which it may now have or 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 OHS's 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 OHS's 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 OHS shall proceed diligently with the performance of the Contract.
- (c) The CONTRACTOR agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the CONTRACTOR further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

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

- (a) pertinent local, state and federal laws and regulations as well as OHS policies and procedures applicable to CONTRACTOR's programs as specified in this Contract. OHS shall notify the CONTRACTOR of any applicable new or revised laws, regulations, policies or procedures which OHS has responsibility to promulgate or enforce; and
- (b) applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the CONTRACTOR is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

15. Representations and Warranties. CONTRACTOR shall:

- (a) perform fully under the Contract;
- (b) pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and

- (c) adhere to all contractual sections ensuring the confidentiality of all Records that the CONTRACTOR has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

16. Reports. The CONTRACTOR shall provide OHS 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 OHS with such reports as OHS requests as required by this Contract.

17. Delinquent Reports. The CONTRACTOR shall submit required reports by the designated due dates as identified in this Contract. After notice to the CONTRACTOR and an opportunity for a meeting with an OHS representative, OHS reserves the right to withhold payments for services performed under this Contract if OHS 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 OHS. This section shall survive any Termination or Cancellation of the Contract or the Expiration of its term.

18. Record Keeping and Access. The CONTRACTOR shall maintain books, Records, documents, program and individual service records and other evidence of its accounting and billing procedures and primary care practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract. These Records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or, where applicable, federal agencies. The CONTRACTOR shall retain all such Records concerning this Contract for a period of three (3) years after the completion and submission to the State of the CONTRACTOR's annual financial audit.

19. Protection of Personal Information.

- (a) CONTRACTOR and CONTRACTOR Parties, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

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

- (b) Each CONTRACTOR or CONTRACTOR Party shall implement and maintain a comprehensive data security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State

concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Personal Information;
 - (2) Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Personal Information, including but not limited to passwords; and
 - (5) Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The CONTRACTOR and CONTRACTOR Parties shall notify OHS and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which CONTRACTOR or CONTRACTOR Parties possess or control has been subject to a Personal Information Breach. If a Personal Information Breach has occurred, the CONTRACTOR shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, OHS and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the CONTRACTOR at its own cost and expense to all individuals affected by the Personal Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Personal Information Breach. The CONTRACTORS' costs and expenses for the credit monitoring and protection plan shall not be recoverable from OHS, any State of Connecticut entity or any affected individuals.
- (d) The CONTRACTOR shall incorporate the requirements of this Section in all subcontracts requiring each CONTRACTOR Party to safeguard Personal Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner CONTRACTOR's or CONTRACTOR Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the CONTRACTOR as a Business Associate of OHS.

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 OHS of any final decision by any tribunal or state or federal agency or court which is adverse to the CONTRACTOR or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the CONTRACTOR or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

22. Sovereign Immunity. The CONTRACTOR and CONTRACTOR Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or 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.

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

1. Contract Amendment.

- (a) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Office of the Attorney General.
- (b) OHS may amend this Contract to reduce the contracted amount of compensation if:
 - (1) the total amount budgeted by the State for the operation of OHS 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 OHS.
- (c) If OHS decides to reduce the compensation, OHS shall send written Notice to the CONTRACTOR. Within twenty (20) Days of the CONTRACTOR's receipt of the Notice, the CONTRACTOR and OHS 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 Contract shall be terminated consistent with Section 3 of this Contract, except that such Termination shall be effective no earlier than sixty (60) Days from the date that the CONTRACTOR receives written notification of Termination.

2. CONTRACTOR Changes and Assignment.

- (a) The CONTRACTOR shall notify OHS 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. OHS, after receiving written Notice from the CONTRACTOR of any such change, may require such contracts, releases and other instruments evidencing, to OHS'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 OHS in accordance with the terms of OHS's written request. OHS 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 OHS.
- (1) The CONTRACTOR shall comply with requests for documentation deemed to be appropriate by OHS in considering whether to consent to such assignment.
 - (2) OHS shall notify the CONTRACTOR of its decision no later than forty-five (45) Days from the date OHS receives all requested documentation.
 - (3) OHS may void any assignment made without OHS'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 OHS for a Breach shall be without prejudice to OHS'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, OHS 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 shall include an effective Contract cancellation date consistent with Section 3 of this Contract 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.
- (b) If OHS believes that the CONTRACTOR has not performed according to the Contract, OHS may:
- (1) temporarily discontinue all or part of the Services to be provided under the Contract except as prohibited by applicable law or the Member contracts;
 - (2) permanently discontinue part of the Services to be provided under the Contract except as prohibited by applicable law or the Member contracts;
 - (3) 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 OHS;
 - (4) require that contract funding be used to enter into a subcontract with a person or persons designated by OHS in order to bring the program into contractual compliance;
 - (5) 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
 - (6) any combination of the above actions.
- (c) The CONTRACTOR shall return all unexpended funds to OHS no later than thirty (30) calendar days after the CONTRACTOR receives a demand from OHS.
- (d) In addition to the rights and remedies granted to OHS by this Contract, OHS 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 OHS 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, OHS 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 OHS determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, OHS 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. OHS 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 OHS 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 OHS's actions should be reversed or modified. Within five (5) Days of such meeting, OHS shall notify the CONTRACTOR in writing of his/her decision upholding, reversing or modifying the action of OHS head or designee. This action of OHS 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 consistent with Section 3 of this Contract, but with at least sixty (60) days prior written notice pursuant to the Notice requirements as set forth in Section 4 of this Contract.
- (b) OHS may terminate the Contract (consistent with Section 3 of this Contract) in whole or in part whenever OHS makes a determination that such termination is in the best interest of the State. Notwithstanding Section 7.D.3, OHS may immediately terminate or cancel consistent with Section 3 of 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) OHS 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 in Section 4 of this Contract. Upon receiving the Notice from OHS, the CONTRACTOR shall immediately discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to OHS all Records as defined in Section 7.A.14, unless otherwise instructed by OHS in writing, and take all actions

that are necessary or appropriate, or that OHS may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of OHS and the CONTRACTOR shall deliver them to OHS no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the CONTRACTOR receives a written request from OHS 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) OHS may terminate the Contract at any time consistent with Section 3 of this Contract when the funding for the Contract is no longer available.
- (e) The CONTRACTOR shall deliver to OHS 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 OHS. The CONTRACTOR shall return to OHS any funds not expended in accordance with the terms and conditions of the Contract and, if the CONTRACTOR fails to do so upon demand, OHS 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 OHS determines to be necessary or appropriate to 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 OHS 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 OHS 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 OHS specifies a shorter time frame in the letter of instructions, the CONTRACTOR shall affect the returns to OHS no later than sixty (60) days from the date that the CONTRACTOR receives Notice.

E. Statutory and Regulatory Compliance.

1. Health Insurance Portability and Accountability Act of 1996.

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as noted in this Contract, the CONTRACTOR must comply with all terms and conditions of this Section of the Contract. **If the CONTRACTOR is not a Business Associate under HIPAA, this Section of the Contract does not apply to the CONTRACTOR for this Contract.**
- (b) The CONTRACTOR is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (“Agency” or “OHS”) 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 OHS, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The CONTRACTOR and OHS agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (“collectively referred to herein as the “HIPAA Standards”).
- (f) Definitions
- (1) “Breach” shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
 - (2) “Business Associate” shall mean the CONTRACTOR.
 - (3) “Covered Entity” shall mean OHS of the State of Connecticut named on page 1 of this Contract.
 - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).

- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402 and the HIPAA Standards
- (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 insure that any subCONTRACTORS that create, receive, maintain or transmit protected health information on behalf of Business Associate, agree to the same restrictions, conditions, and requirements that apply to 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 agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. 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 Business Associate's actual cost of postage, labor and supplies for complying with this 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 agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, 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,
 - (E) 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 protected health information, 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 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 protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

- (C) The Business Associate 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 protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised 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 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, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. § 164.404 and 45 C.F.R. § 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 or 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 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. 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.
- 3. 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 OHS shall work cooperatively to determine the number and types of positions to which this Section shall apply.
- 4. Non-discrimination.**

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

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each CONTRACTOR is (1) a political subdivision of the state, including, but not limited

to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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

- (d) The CONTRACTOR shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

- (e) The CONTRACTOR shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subCONTRACTOR, vendor or manufacturer unless exempted by regulations or orders of the Commission. The CONTRACTOR shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such CONTRACTOR becomes involved in, or is threatened with, litigation with a subCONTRACTOR or vendor as a result of such direction by the Commission, the CONTRACTOR may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (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 Connecticut General Statutes § 46a-56; and (4) the CONTRACTOR agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the CONTRACTOR which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- (h) The CONTRACTOR shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subCONTRACTOR, vendor or manufacturer unless exempted by regulations or orders of the Commission. The CONTRACTOR shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such

CONTRACTOR becomes involved in, or is threatened with, litigation with a subCONTRACTOR or vendor as a result of such direction by the Commission, the CONTRACTOR may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

7. Freedom of Information.

- (a) CONTRACTOR acknowledges that OHS must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") and that any public records within OHS' possession not excluded from disclosure under FOIA may be subject to disclosure, except such information specifically exempted under Conn. Gen. Stat. § 38a-1090, or federal law or regulation. If the CONTRACTOR believes that any information submitted to OHS qualifies for an exemption from disclosure under FOIA pursuant to Conn. Gen. Stat. § 1-210, then it shall clearly it will mark such information as confidential and identify the exemption that it believes applies. The marking of a document as confidential in no way guarantees that it will not be subject to disclosure under FOIA. OHS retains the sole discretion to respond to public records requests based on its understanding of its legal obligations. OHS shall notify the CONTRACTOR on a confidential basis at least five (5) business days before OHS discloses said information.

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), OHS 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 OHS pursuant to the FOIA.

- 8. 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.

9. 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.

CONTRACTORCONTRACTOR

10. Campaign Contribution Restrictions. For all State contracts as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's ("SEEC") notice advising state CONTRACTORS of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 reproduced below: www.ct.gov/seec



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

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 07/18
Page 3 of 3



ACKNOWLEDGEMENT OF RECEIPT

A handwritten signature in black ink, appearing to read "Louis Gianquinto", is written over a horizontal line.

SIGNATURE

06/25/2021

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name

MI

Last Name

Suffix

Louis

Gianquinto

TITLE

President

COMPANY NAME

Anthem Health Plans, Inc.

Additional information may be found on the website of the State Elections Enforcement Commission,
www.ct.gov/seec

Click on the link to "Lobbyist/Contractor Limitations"

Exhibit 1

Excerpt from the Exchange agreement

Sec. 7.2

- B. Termination by Issuer Non-Renewal. In accordance with the provisions of 45 CFR §156.290, if Issuer elects not to seek recertification of its QHP with the Exchange, the Issuer must:
- (1) Notify the Exchange at least 90 days prior to the beginning of the Open Enrollment Period in the then-current Contract Year;
 - (2) Fulfill its obligation to cover benefits for each enrollee through the end of the Plan Year or the Benefit Year;
 - (3) Fulfill data reporting obligations from the last Plan Year or Benefit Year of its certification;
- (4) Provide written notice to each affected Enrollee on the Individual Exchange and Participating Employer in AHCTSB; and
- (5) Terminate coverage for Enrollees and Participating Employers in accordance with 45 CFR §156.270 and any additional standards adopted by the Exchange.