RFP ADDENDUM
RFP-18 Rev. 11/17/16
Prev. Rev. 3/13/14

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STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

RFP NO.:
18PSX0213
Proposal Due Date:
21 May 2019
Date Addendum Issued:
5 April 2019

PLEASE NOTE:
This document has been marked as "Returnable". Electronic submittal of this document indicates that your company has read and accepted any modifications to the RFP that are contained in this Addendum.

RFP ADDENDUM #2

DESCRIPTION:
System Integrator for Connecticut Medicaid Enterprise Technology System (CT Mets)

FOR:
Department of Social Services

PROPOSERS NOTE:

The purpose of this Addendum is to:

- Post answers to submitted questions
- Replace the RFP Document (1 CTMETS SI RFP Template) to be inclusive of the sample contract

Question set A:	
Question #1	Is there any mandate or legislative timeline for Phase 1 implementation?
Answer #1	No
Question #2	Are any of the goals listed in RFP tied to any timelines / mandates that are known at this time?
Answer #2	No
Question # 3	Is there a proposed start date for Phase 1, against which we can tie the availability of key personnel?
Answer #3	The current timeline anticipates the first calendar quarter of 2020.

Question #4	If the start date does gets pushed out, it is our assumption the agency is open to equivalent key personnel proposals as mentioned in RFP. Please advise.
Answer #4	If the State deems it necessary to extend the timeframe, DSS understands that it may be necessary to discuss key personnel equivalent proposals.
Question #5	In the proposal response, are references limited to MMIS space e.g. for SI work being performed?
Answer #5	Please refer to page 33 of the CT METS RFP Document, item II. SI Contractor Experience and References.
Question #6	In the proposal response, for personnel references, can we provide company management references if client reference is not available?
Answer #6	Please reference item 2, page 26 of the CT METS RFP Document. Key personnel are expected to be experienced individuals who have proven performance in similar scale projects. The State prefers client references; however, company management references are acceptable if client references are unavailable. If no client references for a candidate are available, please provide an explanation.
Question #7	How will SIs provide pricing for Phase 2? Is it just utilizing the rates cited in the Phase 2 Rate Card in exhibit B? (RFP Intent and Future Direction, p. 6) This is a business decision for DSS.
Answer #7	The rates are included as part of the cost proposal scoring and are expected to be relied upon for Phase 2 services. The rates quoted will be the basis of pricing for Phase 2 and will be used by the vendor to develop an SOW. A clear explanation of how the vendor uses the rates to determine costs after Phase 1 must accompany the proposed SOW. During the development of the scopes of work for after Phase 1, decisions will be made specific to the type of payment mechanism (firm fixed price/deliverable based or time and materials based on the approved rates). Please also refer to responses to related price/rate questions: A 11, B 2, C 11, D 6, D 7, D 8.
Question #8	How will the State identify the performance report card requirements? Can the State ensure that they do not overlap with the SLAs which also carry penalties? (Section 3. Payment Schedule, p. 21)

Answer #8	The performance standards will be identified by the State, appropriate to the current work being performed, and DSS will work with the SI to update the performance standards. Contract SLA requirements (Part 1 of the monthly report) with monetary assessments will not overlap with performance standards (Part 2 of the monthly report) on the report card.
Question #9	How will the State incent the SI to identify and adopt efficiencies or optimizations in Phase 2? (Section 3. Payment Schedule, p. 21):
Answer #9	Please refer to Exhibit A page 16 Section 1.3.2. As part of the SI work for Phase 1, the SI should identify requirements and recommendations that pinpoint mechanisms or designs resulting in lower operational costs for implementation and M&O. The State will consider negotiating incentives as part of the Phase 2 SOW.
Question #10	Would the State agree to a process whereby an SI could, with the State's approval, replace Key Personnel? The procurement timeline is subject to changes that are beyond the SIs control. (Section 4, Service Level Agreements, d) key Staffing. p.23:)
Answer #10	Please see the response to question A 4 above.
Question #11	The term of the Contract is 12 years. How will the SI provide pricing for activities (e.g. M&O) that occur after Phase 2? (Section 1. Contract Period, p.31) This is a DSS business decision, we can help with verbiage.
Answer #11	The SI respondents should consider M&O roles and rates as they develop their rate catalogs. M&O will begin during Phase 2. As each module achieves production status and certification, the computing infrastructure, integration platform and hosting services will also be in operations. After all modules have been certified, M&O will then extend for the life of the contract. The SI contractor will propose and work with DSS to develop a scope of work for ongoing operations. The pricing model for Phase 2 will continue through the life of the contract. Please also refer to responses to related price/rate questions: A 7, B 2, C 11, D 6, D 7, D 8.
Question #12	Can the State elaborate on the weighting for the Selection criteria? For example is there a weighting for the Technical versus the Cost Proposal? (Selection Criteria, p. 33)

Answer #12	No, we do not disclose the weighting percentages although we list the main categories in order of relevance. Please see the section titled "Selection Criteria" in the RFP
Question #13	Can the State verify that the category for QA applies to Testing and not IV&V in the Bidder's Exclusions? (Attachment B)
Answer #13	QA applies to testing in Attachment B and not IV&V work.
Question #14	The Statement of Qualifications specifies that references should be provided for 3 projects. The RFP does not specify a number. Is the correct number of corporate references the State is seeking? Would the State entertain more than 3?
Answer #14	The Statement of Qualifications specifies that references should be provided for 3 projects. The RFP does not specify a number. Is 3 the correct number of corporate references the State is seeking? Please see page 33 of the RFP Template, Item II., 1, c. Would the State entertain more than 3? Yes, 3 or more is acceptable.

Question set B:	
Question #1	The due dates associated with contractor submissions do not specify the time of the day the submission is due; should contractors assume 5:00 PM is the cut off?
Answer #1	Response: Proposals are due at 2:00 PM (EDT)on May 21, 2019. The RFP document has been reposted to clarify.
Question #2	Can vendors present alternate cost models as a part of the Cost Proposal within the required template based upon specified assumptions?

Answer #2	No. Please also refer to responses to related price/rate questions: A 7, A 11, C 11, D 6, D 7, D 8.
Question # 3	Does the State have an initial assessment regarding how many years of data must be converted by each module?
Answer #3	No. This will be part of the SI Phase 1 Requirements work.
Question #4	Which project role will support the Provider Help Desk function for Electronic Data Interchange (EDI) submitted claims?
Answer #4	This will be part of the SI Phase 1 Requirements work.
Question #5	Where in the "To-Be" Conceptual Model will Claim Strategic National Implementation Process (SNIP) edits be performed?
Answer #5	A conceptual "To be" model was provided for reference related to the most recent MITA SS-A work. In this diagram the SNIP edits occur within the EDI box as part of the Translation service. However, the final conceptual design is part of the SI's work in Phase 1.
Question #6	Have state funds for this procurement already been authorized by the General Assembly?
Answer #6	Funds for the CT METS project, and this particular SI procurement, will consist of enhanced federal matching funds approved and authorized under the normal federal Advance Planning Document (APD)approach. This federal APD authorization will support 90% of the SI contract costs. The federal APD approvals are granted on the condition that the State will provide the balance of funding. For this project, the 10% state share for this procurement has been approved by the State IT Capital Investment Program and the State has received its allotment of funds to support SFY 2019 activities. An additional allocation of IT Capital Investment funds for SFY 2020 has been approved and will be allocated at the beginning of that fiscal year. Federal APD funding approvals have been fully granted for that same period.
Question #7	Please clarify the requirement for onsite SI contractor resources during Phase 1.
Answer #7	DSS desires that SI staff be located with other CT METS project resources (State Staff, EPMO, Project Teams, etc.) to achieve maximum collaboration and decision making through face to face meetings, etc. This work space will be provided by DSS. However, the work load and schedule of activities will be evaluated to determine the periods of time each staff is expected to be onsite.

Question set C:	
Question #1	If not able to answer all bidder submitted questions by April 1, 2019, will the State please provide an extension to the RFP Due Date?
Answer #1	Response: The RFP response due date is not anticipated to be extended.
Question #2	The RFP states the date that the proposal response is due; however there is no time listed. Can the State please provide the time responses are due?
Answer #2	2:00 PM (EDT) please see answer to question B1.
Question # 3	What are the specific responsibilities of the EPMO in regard to the CT METS project? For example, will EPMO be responsible for providing timely responses to requirement clarification requests, design validations, testing support (e.g., UAT), and vendor questions throughout the METS SI contract?
Answer #3	The EPMO role, as part of the CT METS project staffing, is outlined in the RFP Document beginning on page 16, CT METS Program Governance and Organization. The project governance structure is also depicted in Attachment E. In addition, Exhibit A outlines the EPMO role in project management. The specific duties of the EPMO during the project will be assigned by the Program Director. The SI's role with regard to requirements elicitations, design work and testing support is also outlined in Exhibit A.
Question #4	Will the EPMO be approving all METS SI deliverables?
Answer #4	Please see page 20 of the RFP Template, Description of Goods & Services and Additional Terms & Conditions, B., 2., b). The Program Director or his designee will approve all deliverables.
Question #5	If any vendors have staff working with the EPMO, are they precluded from bidding on this RFP?

Answer #5	Vendors who have staff currently working on the CT METS project are precluded from bidding.
Question #6	The RFP states that "SI contractor's solution must comprise the necessary environments and possess the ability to quickly start up additional environments as needed." Please confirm that the requirement to provide the environments are not part of Phase 1 and will be included as part of Phase 2 if the "Option to Buy" is agreed by bidder and the State.
Answer #6	Confirmed.
Question #7	The RFP states that "The SI contractor must provide the necessary testing environments and infrastructure for the Medicaid Enterprise and develop and provide recommendations for the CT METS test strategy and framework, the standards for test management, and the tools and technologies used to perform test management". Please confirm that the requirement to provide the testing environments and infrastructure are not part of Phase 1 and will be included as part of Phase 2 if the "Option to Buy" is agreed by the bidder and the State.
Answer #7	Confirmed.
Question #8	The RFP states that "The SI contractor must be responsible for supporting data conversion and migration from legacy systems to new Connecticut Medicaid Enterprise modules and services" Please confirm that the requirement to support data conversion and migration are not part of Phase 1 and will be included as part of Phase 2 if the "Option to Buy" is agreed by bidder and the State.
Answer #8	Confirmed.
Question #9	If the state does not elect for the "option to buy" for Phase 2 services, is the Phase 1 SI vendor no longer precluded from bidding on subsequent modules?
Answer #9	Vendor's who have provided SI Phase 1 services in any capacity of CT METS program will be precluded from bidding on subsequent modules.
Question #10	On page 19 of the RFP, the State requests that the bidder include their "…outlined level of effort for SI Phase 2 DDI activities." Based on the fluidity of Phase1, what is the timeframe for the outlined level of effort? Is it just for the period required to establish (DDI) the Integration Platform?

Answer #10	Attachment F displays the anticipated timeline for Phase 2 DDI. In addition, the Phase 2 SI role exceeds the integration platform.
Question #11	Is the Phase 2 rate card going to be used in the cost evaluation? Or is it the State's intent to have the Phase 2 rate card now just for future contracting purposes?
Answer #11	The rate catalog is included in the scoring of the cost proposal. Please also refer to responses to related price/rate questions: A 7, A 11, D 6, D 7, D 8
Question #12	In our experience, other states have typically requested that the Security Manager role as described by the State should have the Certified Information Systems Security Professional (CISSP) or an equivalent certification. The CISSP curriculum covers subject matter in a variety of information security topics that are generally in alignment with the NIST 800-53 security domains. Is the Information Systems Audit and Control Association (ISACA's) Certified Information Security Manager (CISM) certification a mandatory requirement or can it be replaced with CISSP or an equivalent certification?
Answer #12	Please refer to Page 39 of Exhibit A which describes the need for contractors to supply a well-qualified, certified security expert. DSS will consider CISSP, CISM or an equivalent certification.
Question set D:	
Question #1	What is the maximum file size that can be uploaded?
Answer #1	We don't know the maximum file size limit. If a file is too large to upload, it's typically separated into multiple files.
Question #2	The RFP reflects the proposal due date as May 21, 2019. Is there a specific time of day the proposal is due?
Answer #2	2:00 PM (EDT) Please see response to B1.
Question # 3	Will there be another opportunity to ask more questions before submission of proposals?

Answer #3	Additional opportunities for vendors' questions are not scheduled prior to the submission of proposal responses.
Question #4	What is the period of performance for Phase 2?
Answer #4	Please refer to Attachment F for Phase 2 anticipated duration. In addition, the proposed contract period anticipates system-wide M&O. The contract duration is outlined on page 31 of the CT METS RFP Document, item 1. Contract Period.
Question #5	This appears to be a draft. Will the State issue a Final version of Attachment H – Technical Compliance Matrix?
Answer #5	Attachment H is final as posted.
Question #6	Does the State want a rate listed for each year?
Answer #6	The vendor may add yearly columns into Worksheet 3, "Rate Catalog for Proposed Staffing Phase 2", as needed to display rate changes over the duration of the contract. If the project and contract periods remain as currently planned, these rates could be expected for the period of calendar years 2021 through 2030. Please also refer to responses to related price/rate questions: A 7, A 11, B 2, C 11, D 7, D 8.
Question #7	Should the hourly rates include travel?
Answer #7	Yes. The hourly rates should be fully loaded. Please also refer to responses to related price/rate questions: A 7, A 11, B 2, C 11, D 6, D 8.
Question #8	How will Phase 2 bidder rates provided in this proposal apply to future Phase 2 option to buy services and components?
Answer #8	Please refer to responses to related price/rate questions: A 7, A 11, B 2, C 11, D 6, D 7.

State of Connecticut

Request for Proposal #18PSX0213

Systems Integrator for
Connecticut Medicaid Enterprise Technology System
(CT METS)

Contract Specialist: Aimee M. Cunningham

Date Issued: March 13, 2019

Due Date: May 21, 2019 at 2:00 PM (EDT)

Department of Administrative Services
Procurement Division

TABLE OF CONTENTS

GUIDE TO ELECTRONIC PROPOSAL SUBMISSIONS ____ **3**

SCOPE OF SERVICES ____ **5**

OVERVIEW ____ **7**

INSTRUCTIONS TO PROPOSERS ____ **18**

DESCRIPTION OF GOODS & SERVICES SPECIFICATIONS AND ADDITIONAL TERMS & CONDITIONS 18

PROPOSAL REQUIREMENTS ____ **31**

SELECTION CRITERIA ____ **33**

SUBMITTAL REQUIREMENTS ____ **34**

ATTACHMENT 1A - SAMPLE CONTRACT ____ **37**

Request for Proposals (RFP)

Connecticut Medicaid Enterprise Technology System (CT METS)

Guide to Electronic Proposal Submissions

1. Introduction To BizNet

It is now a requirement of Department of Administrative Services (DAS)/Procurement Division that all Companies create a Business Network (BizNet) Account and add their company profiles to the State of Connecticut BizNet system. Companies are responsible for maintaining and updating company information in their BizNet Accounts as updates occur. Companies that have been certified through the Supplier Diversity or the Pre-Qualification Program have already created a BizNet account.

The BizNet login is**:** https://www.biznet.ct.gov/AccountMaint/Login.aspx

New Companies: Create an account by clicking the BizNet login link above and then the button on the right labeled "Create New Account". Login and select Doing Business with the State and Company Information. Please be sure to complete information in all tabs (Company Information, Accounts, Address, etc…).

Existing Companies Needing to Update Their Information: Login to BizNet and select Doing Business with the State and Company Information.

Anyone having difficulty connecting to their account or downloading or uploading forms should call DAS/Procurement Division at 860-713-5095.

2. Business Friendly Legislation

As a result of Public Act 11-229, DAS/Procurement Division's goal is to make doing business with the State of Connecticut more business friendly. To eliminate redundancy, forms that were repetitively filled out with each request for proposal are being automated in BizNet.

DAS/Procurement Division began the transition to on-line bidding by automating the submission of Affidavits and Non-Discrimination forms on October 1, 2011. Companies must submit forms electronically to their BizNet account if they haven't already done so. These forms must be updated on an annual basis, no later than 30 days after the effective date of any material change. Rather than completing them with each proposal submittal, companies that have already filed these forms have the ability to view, verify and update their information prior to submitting a proposal response.

Instructions for Uploading Affidavits and Non-Discrimination Forms:
Click on the following link for instructions on how to upload Affidavits and Non-Discrimination forms:
http://das.ct.gov/images/1090/Upload%20Instructions.pdf

(a) AFFIDAVITS

THE FOLLOWING FORMS MUST BE SIGNED, DATED, NOTARIZED, UPLOADED OR UPDATED ON BIZNET. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.

(1) OPM Ethics Form 1 – Gift & Campaign Contribution Certification
(2) OPM Ethics Form 5 – Consulting Agreement Affidavit
(3) OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary
(4) OPM Ethics Form 7 – Iran Certification

For information regarding these forms, please access the Office of Policy & Management's website by clicking on the following link: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038

(b) NON-DISCRIMINATION –

CHOOSE ONE (1) FORM THAT APPLIES TO YOUR BUSINESS. COMPLETE AND UPLOAD OR UPDATE ON BIZNET ANNUALLY. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.

(1) Form A – Representation by Individual (Regardless of Value)
(2) Form B – Representation by Entity (Valued at $50,000 or less)
(3) Form C – Affidavit by Entity(RECOMMENDED) (Valued at $50,000 or more)
(4) Form D – New Resolution by Entity
(5) Form E – Prior Resolution by Entity

For information regarding these forms and on which form your company should complete, please access the Office of Policy & Management's website by clicking following link:
http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

3. Online Proposal Responses

Any proposal posted by DAS/Procurement Division must be submitted electronically. The common forms listed below have also been automated in the BizNet system. In addition, specific forms are now fillable, as noted below. To complete forms; download them from your BizNet account, complete your submittal response, and then upload these completed documents (as well as any other required submittal documents) through BizNet prior to date and time upon which the Proposal is due pursuant to the RFP. Late submissions will not be accepted. All proposals response submitted must be e-signed. Proposals that are not e-signed are not received by DAS/Procurement and cannot be viewed or considered. If any required documents have not been uploaded, the system will not allow you to e-sign. After successful e-signature, Proposers will get a confirmation that their proposal has been successfully submitted. If you do not receive this electronic confirmation, please contact DAS/Procurement at 860-713-5095. Proposals are not publicly opened and are not available for viewing until after the Contract has been awarded.

- Contractor Information/Electronic Signature Page – Web Based Fillable Form
- Employment Information Form (DAS-45) – Web Based Fillable Form
- Statement of Qualifications (DAS-14) – PDF Fillable Form
- Connecticut Economic Impact Form (DAS-46) – Web Based Fillable Form
- Contract Exhibit B – Price Schedule (RFP-16)
- RFP Addendum (RFP-18) – if applicable

Additional forms such as those listed below must be reviewed carefully and accepted by the proposer prior to proposal submittal:

- Request for Proposal IT Contract (RFP-50IT)
- Exhibit 1 – Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitations Limitations

4. Insurance Accord Certificates

Contractors are responsible for maintaining their BizNet accounts with new and/or updated insurance information.

The following documentation will need to be uploaded to each company's BizNet account and evidencing that the State is an additional insured:

(a) Certificate of Insurance (Accord Form)
(b) The insurance policy declaration page
(c) The additional insured endorsement to the policy

Training documentation relating to the completion of the above-reference forms is available through the DAS Website under "DAS Business Friendly Initiatives" at the following website: http://portal.ct.gov/DAS/Search-Results?SearchKeyword=insurance instructions

Proposers are cautioned that there may be additional documents, attachments or requirements depending on the complexity of the RFP. Please read ALL RFP documents carefully and provide all required information. Failure to do so may result in rejection of your proposal.

Scope of Services

The State of Connecticut Department of Administrative Services, (DAS) is seeking Proposals for a Systems Integrator (SI) for the Connecticut Department of Social Services CT METS Program.

RFP Intent and Future Direction

DSS seeks an SI partner to help prepare for and lead the Design, Development, and Implementation (DDI) of a new Modular Medicaid Enterprise (MME) for Connecticut.

DSS seeks an SI partner to provide services with the following high-level characteristics of the modular Medicaid Management Information Systems (MMIS) approach:

- Integrity and interoperability of the modular Medicaid IT architecture
- Integrity and interoperability of the modular Medicaid IT infrastructure
- Cohesiveness for the selected modules and components that will be incorporated into the Medicaid Enterprise
- Excellent performance of the resultant business

Proposers should have the experience and resources necessary to support a diverse, multi-vendor, multi-year, and highly complex modular Medicaid program. Proposers are expected to have extensive prior experience in project management, as well as business and technology aspects of a similar large and complex program. Desired qualifications include successful experience with Medicaid systems similar to the modularized system to be implemented for CT DSS, MMIS and claims processing, large scale health care systems in the public sector, other HHS programs, or closely related work.

Proposers must be able to work as a collaborative partner with the U.S. Department of Health and Human Services' Centers for Medicare and Medicaid Services (CMS), DAS, DSS, and multiple Contractors in support of DSS' efforts to replace its current MMIS and achieve certification per the Medicaid Enterprise Certification Lifecycle (MECL), Medicaid Enterprise Certification Toolkit (MECT) Checklist, and other guiding CMS documentation.

The CT METS program is based on a two-phased approach as described below:

- Phase 1 will complete groundwork analysis with foundational contractors including the SI, the Organizational Change Management (OCM) Contractor, and the CMS required Independent Verification & Validation (IV&V) Contractor. The Phase 1 activities for the SI will target the foundational work necessary to achieve implementation of Connecticut's new MME and to conduct the proper operational impact risk identification and mitigation plans for the current Medicaid operations during the transition. In addition, definitive determination of module compositions and the implementation roadmap will be finalized as part of the further analysis and requirements work led by the SI.
- Phase 2 will begin the procurements of the selected modular solutions. In concurrence with CMS recommendations, and the requirements of this procurement, SI contractor will be precluded from bidding on functional modules (please see Attachment B for a table of restrictions on all CT METS contractors). However, the SI contractor may provide Phase 2 system integration functions and build-out of the technical infrastructure for the computing environment, including the integration platform and DDI of the selected modules. State will make a determination utilizing an "Option to Buy" package of Phase 2 SI services and components needed to move forward into the DDI phase of the program, which the selected SI contractor will furnish. The package may include procurement and implementation of the following examples:
    - Critical infrastructure components
    - Computing environment, integration platform, and services for the modular integration
    - Systems and information architecture (including Security Architecture)
    - Systems governance
    - System Development Life Cycle (SDLC) controls

    The SI components and services will provide the critical foundation for the core modules to be implemented and operate as a cohesive MMIS for the Medicaid Enterprise.

The preliminary modules that will be part of the Phase 1 SI analysis are:

1. Enterprise Data Warehouse/Decision Support Module
2. Care Management Module
3. Provider Management Module
4. Claims Management Module
5. Pharmacy Benefits Management Module
6. Third Party Liability Module
7. Program Integrity Module
8. Financial and Contract Management Module

The modules are depicted in the "To-Be" conceptual drawing included as Attachment A. DSS will decide on the execution of the approved new plans recommended by the SI contractor during Phase 1 for the DDI of the CT METS modules and functions in Phase 2.

The successful implementation of the CT METS Program will provide a technical architecture meeting all requirements of the MITA Framework and the MECL as defined by CMS. All work under the contract resulting from this RFP will be pursuant to the Code of Federal Regulations (CFR) 42 CFR Part 433, Subpart C for MMIS systems and achieve full compliance with the Seven Standards and Conditions required by CMS to include: 1) modularity, 2) alignment with MITA, 3) leverage and reuse among states, 4) industry standard alignment, 5) support of business results, 6) reporting, and 7) seamlessness and interoperability. At the end of the project, full certification of the MMIS system by CMS is the expected outcome.

DSS intends to award a single contract to fulfill the CT METS SI responsibilities. The selected SI Proposer will be offered the right to negotiate and execute a contract for these services.

The resulting contract award replaces the following contract award(s) in part or in total: NONE

General Restrictions
To comply with CMS recommendations in the State Medicaid Director's (SMD) Letter #16-010; the SI contractor, including any of its subsidiaries or subcontractors, will be excluded from competing in procurements to provide other CT METS services and modules. This exclusion includes the provision of services for IV&V, OCM, and Testing, as well as supplying functional modules. Please see Attachment B for a table depicting the restrictions for all Contractors and Proposers.

Overview

Background Information – The Connecticut DSS Medicaid Program:

DSS works in partnership with various stakeholders across the healthcare delivery system to ensure that eligible people in Connecticut receive the support and services necessary to promote self-sufficiency, improved well-being, and positive health outcomes.

DSS delivers and funds a wide range of programs and services as Connecticut's multi-faceted health and human services agency. DSS serves approximately 1 million residents of varying ages in all 169 Connecticut cities and towns. DSS supports the basic needs of children; families; older and other adults, including persons with disabilities; through twelve field offices, central administration, online and phone access options, and approximately 1,700 dedicated staff.

Connecticut Medicaid, along with the Children's Health Insurance Program (CHIP), is called HUSKY Health, and provides comprehensive health insurance coverage to over 800,000 residents. Coverage includes both preventative and acute care, hospital-based services, and long-term services and supports to a wide variety of individuals and families. Attachment C depicts broad eligibility categories supported by the program.

HUSKY Health is also extended to "medically needy" individuals (those meeting spend down deductible provisions), and limited coverage for Medicare-covered services or Medicare premiums under Medicare Savings Program (MSP) categories. In addition, limited benefit programs are offered for individuals with tuberculosis diagnoses, and for family planning-related services.

Mandatory Medicaid State Plan services are made available to all members, excepting limited benefit programs and MSPs. Optional services are also available including dental (annual benefit limit applies for adults); physical and occupational therapy; optometry; and speech, hearing, and language disorder services. In addition, the State

provides State Plan services under Community First Choice, the option under Sec. 1915(k) of the Social Security Act to provide home and community-based services and support.

The State operates several Medicaid waiver programs, including Home and Community Based Waivers (Connecticut Home Care Program for Elders, Personal Care Attendant, Katie Beckett) as well as other waiver programs such as Acquired Brain Injury (ABI I/II), Autism, Mental Health, and waivers for persons with intellectual disabilities (Comprehensive Supports, Individual and Family Supports, Employment and Day Supports). Several of these programs feature services delivered through other State agencies, including the Department of Developmental Services (DDS) and Department of Mental Health and Addiction Services (DMHAS).

Some Medicaid services are delivered through contractual relationships with entities outside Connecticut State government agencies. Contractors referenced below are accurate as of the time of the release of this RFP.

Since January 2018, most non-emergency medical transportation (NEMT) services are made available through an at-risk arrangement with a transportation services contractor, Veyo. Prior to that date, these services were provided through another type of contract.

As of July 2018, there were 49,986 individual and organizational providers actively enrolled in the Medicaid program. Of this sum, 13,592 were eligible to bill for services directly. The balance includes individual providers who perform services, but who bill through another provider entity such as a physician group practice, clinic, or hospital, and other providers who have been screened and enrolled so that their orders, prescriptions, or referrals may be validated in accordance with CMS regulations.

Connecticut has adopted a self-insured, managed fee-for-service approach for most service delivery. In support of achieving better health and care experience outcomes for members and engagement with Medicaid providers, the Department has contracts with Administrative Service Organizations (ASO) for each of three major service types: Medical, under contract with Community Health Network of Connecticut (CHNCT); Behavioral Health, contracted to Beacon Health Options, Inc.; and Dental, contracted to BeneCare Dental Plans. The ASOs provide an array of services, including care coordination, utilization management, disease management, assorted member services, (e.g., call centers, provider referrals), grievance procedures, and provider network management and credentialing support. The medical ASO also supports intensive care management and Person-Centered Medical Home (PCMH) initiatives.

The ASOs interact with DXC Technology, the State's fiscal agent contractor for core MMIS services. In addition to core claims processing services and provider payments, DXC provides the following services: call centers (provider, limited assistance for members); provider relations; provider enrollment; Electronic Data Interchange (EDI) support; provider training; provider communications (e.g., provider newsletters and bulletins); Pharmacy Benefit Management services (including processing of pharmacy claims, prospective and retrospective drug utilization review, prior authorization, preferred drug list, step therapy, pharmacy call center), e-prescribing support, drug rebate processing and Imaging/Data Capture including Intelligent Character Recognition (ICR) processing, data entry, and database and online storage. In addition, an Electronic Visit Verification (EVV) system has been put in place via a DXC subcontractor, beginning with waiver home health services. Home health services were brought in shortly after the implementation of waiver services. Over time, various additional waiver services have been, and continue to be, brought under EVV, which verifies provision of in-home services and links such services directly with claims processing.

Background Information – Connecticut DSS Core MMIS Systems and Fiscal Agent Services

DXC Technology is currently the State's fiscal agent contractor and provides the core MMIS system known as interChange. The Connecticut MMIS interChange solution includes all core MMIS functions with COTS products included for specialized processing. The core system developed by DXC features a web-based user interface and separate portals for providers and workers. The data management layer is provided by Oracle's database product. The COTS products include the OnBase document management system that houses all documents. OnBase is integrated with the core system, and users can click objects to access the document management system directly from within the core system.

The Electronic Data Interchange (EDI) subsystem handles incoming transactions via direct VPN connections, the ACA 1104 Safe Harbor leveraged solution, or Microsoft BizTalk providing enterprise service bus (ESB) functionality to shuttle data to and from EDI-capable endpoints. The system also uses a multi-state leveraged Sybase translator for validation of HIPAA standard (American National Standards Institute, [ANSI X12N]) transactions and translation to XML. There is also a managed file transfer system for exchange of files.

The primary connectivity between DSS and interChange is provided via high speed dedicated fiber connections through the Health Network Cloud (HNC), enabling and protecting the passage of Connecticut data to the State data center.

Connecticut Medicaid's Data Warehouse/Decision Support is operated by DXC with the MMIS being the predominant data source for the warehouse.

There are interfaces with Connecticut's Department of Administrative Services/Bureau of Enterprise Systems and Technology (DAS/BEST) data center to provide real-time eligibility information to the MMIS for claims adjudication or responses to benefit coverage requests from providers including e-Prescribing. The eligibility system is supported by Deloitte and DAS/BEST and is known as the ImpaCT system.

Highlights of processing volume for the most recent State Fiscal Year (July 2017 – June 2018) are below:

- 21.8 million pharmacy claims processed
- 31.3 million non-pharmacy electronic claims processed
- 36 million electronic eligibility transactions (42,574 via automated voice response)
- 4.9 million medication histories processed through the e-Prescribing application
- Over 135,000 documents received, scanned, and processed
- Over 314,000 calls answered by the DXC Call Centers
- Over 18,800 providers enrolled or re-enrolled

A high-level diagram of the existing Medicaid enterprise ecosystem is provided in Attachment D.

Background Information – MITA State Self-Assessment Activities and Results

DSS has recently completed a MITA 3.0 State Self-Assessment (SS-A) to assess the Connecticut Medicaid Enterprise (CME) in accordance with CMS guidance. The intent of the SS-A was to determine the best course of action to transform Connecticut Medicaid to a MITA-aligned enterprise. The SS-A included examining the current business,

information, and technical architectures of Connecticut's systems, with a goal of identifying how best to advance Connecticut's healthcare goals and MITA maturity, and to remove silos or other barriers that impede optimal Medicaid business operations.

The reports from Connecticut's MITA 3.0 SS-A, including the Business Architecture, Information Architecture, Technical Architecture, Seven Standards and Conditions, MITA Concept of Operations, MITA Roadmap, and other artifacts, have been completed. CMS recommends MITA reports be made available to Proposers as part of the procurement process through a "Bidders' Library", a repository of useful supplementary information. These reports are available to Proposers in the Bidder's Library at https://portal.ct.gov/DSS/CT-METS/Connecticut-Medicaid-Enterprise-Technology-System-CT-METS-Project/Bidders-library.

The MITA 3.0 SS-A effort resulted in the creation of a roadmap designed to serve as a guide as the CME moves toward its goal of increased MITA maturity. To address the findings of the MITA 3.0 SS-A and its resulting roadmap report, the State has identified several distinct yet completely interoperable modules and foundational components that will allow the State to advance its MITA maturity and modernize the Medicaid Enterprise. In addition, the MITA Assessment identified the need for potential restructuring/realignment of DSS's organization, processes, and support systems. These recommendations and other identified needs will be analyzed and evaluated during Phase 1 of the CT METS Program to determine the composition and acquisition of modular technology and components to support a MITA-compliant model that promotes transformation to the next generation Medicaid Enterprise operating model.

The preliminary roadmap for the Connecticut modular enterprise includes the following list of 12 procurements for services and modular functions that are currently being planned and/or are planned to be evaluated:

1. IV&V
2. OCM
3. SI (Phase 1 Foundational and Phase 2 Core Services and Components)
4. Testing
5. Enterprise Data Warehouse/Decision Support Module
6. Care Management Module
7. Provider Management Module
8. Claims Management Module
9. Pharmacy Benefits Management Module
10. Third Party Liability Module
11. Program Integrity Module
12. Financial and Contract Management Module

DSS intends to execute the first three foundational procurements (IV&V, OCM, SI) to form the initial group onboarded to the program. The remaining identified modular components will be further analyzed and validated for procurement and sequence as part of the SI's scope of work during the initial phase of the project. Once on board, these foundational companies will work hand-in-hand to ready DSS and the program to achieve a well-organized and successful implementation of Connecticut's new modular Medicaid Enterprise and to conduct the proper operational impact risk mitigation for the current Medicaid operations during the transition.

CT METS Program and Business Objectives

DSS has created the CT METS Program as a path forward in its efforts to continue improvements and advancements for access to quality health care services to eligible Medicaid members, assisting the State to achieve the goals of better health outcomes and healthier populations, and lowering program and operational costs.

The drivers for this initiative are as follows:

- The core MMIS system that supports the State's Medicaid program is more than 10 years old. The underlying technologies and business processes in the Medicaid program require upgrades and fundamental shifts in the Medicaid systems and operating model to take advantage of advances in technology, Service Oriented Architecture (SOA), and new business capabilities that are available since the current MMIS was implemented.

- Opportunities for leverage and reuse of new state-of-the-art Medicaid components are now becoming available to states in the national landscape. DSS has the need to transition the current monolithic MMIS system to a new modular enterprise in an orderly fashion with minimal disruption to the current operations and in accordance with procurement best practices and CMS guidelines. The transformation will include evaluating, procuring, and implementing modular technology solutions and components with the assistance of an SI as envisioned by CMS guidance. DSS business needs will be supported by a focus on facilitating performance efficiencies and cost savings through re-use, consolidated services, and improved flexibility. These efforts will allow the Medicaid Enterprise to make necessary program and policy changes in a more cost-effective and timely manner that also positively impacts care outcomes, user engagement capabilities, data analytics, and ultimately target lowering the total costs while improving quality. Moving the enterprise to modular solutions and greater MITA maturity will also allow for future upgrades, future modular implementations, and future program changes to be achieved with less disruption and at a reduced level of effort and cost once DSS has achieved the initial change to a Modular Enterprise.

- The CT METS Program will move DSS toward its vision of a person-centered and holistic health and human services (HHS) service delivery model. All of Connecticut's Medicaid business partners and HHS agencies will benefit from the CT METS Program as a catalyst in adopting technically advanced systems and infrastructure for a cloud-based computing environment including state-of-the-art hardware, storage, network, security, and other services. The new environment will help navigate the increasing amount of information flowing in from stakeholder and business partner interactions with the State's Medicaid Enterprise and will provide the foundation for advanced analytics that will be used to improve services and inform policy decisions.

There is a clear and thoughtful progression between the DSS agency Mission and Goals and the CT METS Program Goals and Objectives.

DSS Mission:
DSS, along with our partners, provides person-centered programs and services to enhance the well-being of individuals, families, and communities.

DSS Agency Goals:

- Drive decision-making, collaboration, and service coordination through enhanced use of data to improve services

- Instill public trust by continuously improving the way we administer programs, manage our resources, and operate our infrastructure
- Improve access to health and human services to enable our customers to gain independence, enhance health, and achieve well being

In support of the DSS mission, and to advance the goals of DSS, the Department will replace its legacy MMIS and supporting systems with a modern, flexible system made up of discrete, identified modules. Modularization of the MMIS is anticipated to unite present program reforms with technology features designed to enable access to services, reduce inefficiency and redundancy in processes, connect people to information and tools that support their use of health and social services, promote high quality, safeguard against fraud and abuse, and enable effective and timely analysis of program performance.

The planned implementation is anticipated to achieve **CT METS Goals and Objectives**. The CT METS Goals and Objectives is a project artifact containing the list of goals and objectives. The CT METS goals and objectives will be further refined during Phase 1 of the project as additional groundwork is completed including business process modeling, requirements gathering and analysis that will confirm the optimal operating model, conceptual program design, and an updated Roadmap for the Connecticut Modular Medicaid Enterprise**.**

Goal 1 - Person-centered service delivery

Objective 1 - Advance unified, team-based care management capability

Strategy: Solutions shall support cross-system communication and interoperability, facilitated through Business Process Modeling; targeting enhanced secure data exchange and system integration between the primary systems, including MMIS modules, ASOs, waiver programs, ICM services, contractors, and long-term service support; providing real-time comprehensive member profiles; identifying care plans, case management, assessments, and treatment authorizations.

Objective 2 - Present a unified web-based portal for members integrating information from multiple member portals for easy and secure access to up-to-date information

Strategy: Solutions shall support multiple platforms for member engagement (computer, tablet, mobile technology) and will support user experience (UX) standards with seamless look and feel for all forms of member online interaction, including, but not limited to, access to program applications and other self-service eligibility functions, and personal health records (PHRs).

Goal 2 - Improved support for providers of services to Medicaid members

Objective 1 - Present a unified web-based provider portal integrating information and functions from multiple existing provider and provider-related portals and information sources, and increase automation

Strategy: In addition to integration, solution shall feature enhanced online support of the provider enrollment/credentialing process (e.g., electronic interfaces for license verification, board certification, Drug Enforcement Administration (DEA), reducing existing manual processes).

Objective 2 – Streamline Prior Authorization Solution

Strategy: Solution shall present a single web-based Prior Authorization (PA) solution incorporating data and functions from multiple PA portals for different PA types.

Objective 3– Assist Providers in increasing positive performance results

Strategy: Solution will provide enhanced analytics and timely and proximate practice support capabilities that will be used to collaborate with providers.

Objective 4– Provide the capability for both Medicaid-enrolled and other service providers to be supported by the provider module

Strategy: The solution shall include functionality and access data so as to support providers who are associated with other programs and may or may not be Medicaid-enrolled.

Goal 3 - Strengthened Program Integrity, Financial, and Contract Management functions

Objective 1 – Enhance fraud and abuse detection capabilities

Strategy: Acquire and implement advanced data analytics as part of enhanced fraud and abuse detection tools for identifying inappropriate claim payments and overpayments.

Objective 2 – Advance financial reporting capabilities resulting in a decrease in the time required to create CMS 37 and 64 reports

Strategy: The integrated solution will support improvements in the creation of consolidated financial data and increased communication capabilities with other financial entities involved in the creation of reports.

Objective 3 – Improve and expand contract management capabilities resulting in a comprehensive view of the Medicaid universe of contracts and establish contract management practices consistent with managing multiple vendor relationships

Strategy: Solutions will support expanded capabilities and tools for managing contracts with automated workflows, alerts, and consolidated Medicaid contract data including a consolidated repository for Medicaid contracts.

Goal 4 - Transformed tools and technology to support efficiency and improved analytic capabilities

Objective 1 – Increase automation of manual processes resulting in enhanced staff efficiency

Strategy: Conversion of existing manual processes will enable redeployment of current operations staff to other tasks.

Objective 2 – Advance and expand Medicaid program key performance indicators

Strategy: Solutions will provide the mechanisms to increase enterprise-wide key performance indicators.

Objective 3 – Deploy analytic tools to effectively direct resources

Strategy: Analytic solutions shall include a predictive modeling feature to facilitate direction of financial and other resources to individuals to most effectively meet their needs.

Goal 5 - Timely and cost-effective support for reform initiatives and program evolution

Objective 1 – Implement advanced analytic capabilities to perform targeted "what if" queries resulting in reduced time developing new policies

Strategy: New solutions will bring availability of enhanced analytics and improved scope of data that will facilitate modification of parameters such as provider rates, utilization, or other variables.

Objective 2 –Apply emerging technologies to support program innovation

Strategy: Modular design of the new system will facilitate proactive monitoring of technology innovations and application/implementation of solutions as they become available in the market.

Goal 6 - Modernized technical platform that conforms with all CMS standards

Objective 1 – Implement modular solutions that meet current standards and can be more easily modified for evolving industry standards

Strategy: CT METS will adhere to the guidance detailed in the State Medicaid Director Letter 16-010 for modularity. The letter indicates, "States are required to follow the modularity principles in their development of new or replacement MMIS and E&E modules. The requirement for modular approaches applies to all systems that are eligible for enhanced match within the Medicaid IT enterprise."

Goal 7 - Maximized use of federally supported technology to improve operations

Objective 1 – Target reuse of federally certified module solutions that are being implemented within the national landscape, reducing development tasks and costs

Strategy: Meeting the CMS standard of leverage, as detailed in State Medicaid Directors' Letter 18-005, will allow reuse of technologies, avoiding the cost of redundant development both within Connecticut as well as sharing with other states.

Objective 2 – Target the interoperability standard to reduce development and implementation time after the system is fully operational

Strategy: Meeting the CMS criteria for interoperability with standard, published APIs will enable the exchange and use of information between agencies, Health Information Exchanges, Public Health/HSS agencies, and other entities.

Objective 3 – Develop integrated operations solutions that will be utilized by multiple agencies and partners

Strategy: The development of the modular system encompassing multiple organizations and functions beyond the existing core MMIS will support improved and more sustainable operations.

CT METS - CMS Technology Standards

DSS seeks to achieve higher maturity in the MITA model by implementing an enterprise level Data Management Strategy, Technical Management Strategy, and SDLC Methodology for Connecticut. The CT METS approach will include modules that are a packaged, functional business process or set of processes implemented through software, data, and interoperable interfaces enabled through design principles in which functions of a complex system are partitioned into discrete, scalable, reusable components. The MMIS modules will become a discrete piece (component) of software that can be used to implement an MMIS business area as defined in the MECT.

MITA requires states to formally map business processes using tools such as Business Process Model and Notation (BPMN) and Business Process Execution Language (BPEL). This helps decrease system implementation time and facilitates metrics and process improvements. DSS defined 78 of the 80 MITA processes during its assessment (two MITA defined processes are not performed by Connecticut DSS).

As part of the To-Be Conceptual Model for the program, the new system will feature:

- Enterprise Service Bus with a business rules engine, workflow, and standardized electronic data interfaces
- Common web platform for portals used by Medicaid members, providers, and workers with identity and access management functions
- Consolidated services, such as call centers, document management, enterprise data warehouse, and registries
- The preliminary modules that will be part of the SI analysis are depicted in Attachment A To-Be Conceptual Model

The CT METS Program will provide a technical architecture meeting all requirements of the MITA Framework and the MECL as defined by CMS. All work under this RFP will be pursuant to 42 CFR Part 433, Subpart C for MMIS systems and achieve full compliance with the Seven Standards and Conditions required by CMS to include: 1) modularity; 2) alignment with MITA; 3) leverage and reuse among states; 4) industry standard alignment; 5) support of business results; 6) reporting; and 7) seamlessness and interoperability. The designed system must meet all requirements, standards and conditions, and performance standards in Part 11 of the State Medicaid Manual, as periodically amended. Proposers must agree to comply with the Standards and Conditions as part of the CFR and the State Medicaid Manual (SMM) citations listed later in this document in the section Additional Terms and Conditions, 8. Statutory and Regulatory Compliance. At the end of the project, full certification of the MMIS system by CMS is the expected outcome. Features of the MECL are noted below:

Medicaid Enterprise Certification Lifecycle Requirements

The MECL administered by CMS contains four life cycle phases and three types of certification milestone reviews.

The MECL is composed of the following four phases:

- Initiation and Planning
- Requirements, Design, and Development
- Integration, Test, and Implementation
- Operations and Maintenance

Each phase has distinct activities that a state is expected to perform during MMIS certification. The milestone reviews occur at different phases of system/module development. The types of milestone reviews are:

- Project Initiation Milestone Review
- Operational Milestone Review
- MMIS Certification Final Review

The lifecycle and its milestone reviews are explained in detail in the CMS Medicaid Enterprise Certification Toolkit. Reviews should include Project Initiation Milestone Reviews, Operational Milestone Reviews, and MMIS Certification Final Reviews, determined by Connecticut's release plan. The exact number of milestone reviews may change, however. A module or set of modules being released at the same time may undergo milestone reviews together. If another set of modules is released later, then those modules undergo separate milestone reviews.

Each review requires the completion and validation of a set of certification checklists which document critical success factors (CSF) and requirements appropriate to the specific review. The To-Be environment must ensure the achievement of all CSFs and requirements contained in the checklists, leading to full MMIS certification by CMS.

CT METS – Connecticut Technology Standards

Strategies developed by DSS must be in alignment with the policies, standards, and operations of Connecticut State level authority, including the Office of Policy and Management (OPM) which was assigned responsibility by the legislature to ensure interoperability of systems/data and related Memoranda of Understanding (MOU) between the agencies.

CT METS Program Governance and Organization

To be prepared for the successful execution of the CT METS Program and associated projects, DSS has taken important steps to implement an Enterprise Program Management Office (EPMO). The EPMO has begun institutionalizing standard project management and governance processes within DSS for successful implementation of the new Medicaid Enterprise and other related HHS initiatives. Viewing Medicaid initiatives more closely within the HHS Enterprise is in line with CMS guidance to promote sharing, leverage, and reuse of Medicaid technologies and systems and project collaboration with other HHS agencies, both internal and external, for reuse. The EPMO operates at the strategic level and is fully supported and guided by DSS leadership. As chartered, the DSS EPMO:

- Adopts a DSS-wide view of business needs and opportunities and seeks solutions that meet the needs of DSS and other Connecticut HHS agencies where appropriate
- Focuses on business problems and objectives to be delivered via IT-enabled solutions
- Ensures that projects are aligned with DSS priorities and imperatives
- Defines and guides successful projects to be delivered on time and on budget, and ensures the required functionality is delivered to meet the needs of the business
- Instills industry-standard project and program management practices throughout DSS

The EPMO will serve as the Program Management Office for the CT METS program, supporting the CT METS Program Director. The SI and all CT METS contractors will work closely with the EPMO to align project management, project controls, and status reporting in conjunction with, and under the umbrella of, the EPMO. In addition, the IV&V contractor will act as an independent quality assurance entity that is completely independent of the development organization by reporting to CMS, with local management the responsibility of the Connecticut CIO at the DAS/BEST, or his designee. The IV&V contractor will ensure that the products and service contractors of the CT METS project meet the program purpose, scope, and requirements outlined by Connecticut. The IV&V contractor will also ensure all aspects of the program meet CMS reporting and certification requirements, demonstrating that the delivered modules and systems satisfy the intended use and user needs as described in each of the module or component contracts and the requirements traceability matrix (RTM).

The State is also establishing the governance and project team organization necessary to manage the CT METS Program. The Program will include multiple projects, and the governance model will consist of a strong leadership team for CT METS with an Executive Steering Committee utilized in an advisory capacity with authority to act on risks and issues. The SI contractor will report directly to the CT METS Program Director. Attachment E outlines the current program governance structure.

CT METS Timeframe

The CT METS estimated timeline involves the potential for 12 RFPs and/or procurements to acquire components and modular solutions that will make up the CT METS Program. The final composition and sequence of modules will be a product of the analysis, requirements, and conceptual design conducted and developed by the SI for the new operating model and updated Connecticut Roadmap. While the definitive determination of module compositions and implementation roadmap will be finalized as part of further analysis and requirements work during Phase 1, the preliminary proposal of modules and timeline through Phase 2 are currently estimated to take place over a seven-year period. Please see Attachment F.

Instructions to Proposers

1. Proposal Schedule

RELEASE OF RFP:	Date:	March 13, 2019
RECEIPT OF QUESTIONS:	Date:	March 26, 2019
ANSWERS TO QUESTIONS POSTED AS ADDENDUM:	Date:	April 1, 2019
RFP DUE DATE:	Date:	May 21, 2019 AT 2:00 pm (EDT)

2. Pre-Proposal Meeting Requirements

This RFP contains no pre-proposal meeting requirements.

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3. Questions

Questions for the purpose of clarifying this RFP must be received no later than the date and time specified in Section 1, "Proposal Schedule" and must be directed to the Contract Specialist, (insert name) via email.

4. Communications

During the period from your organization's receipt of this Request for Proposal, and until a contract is awarded, your organization must not contact any employee of the State of Connecticut concerning this procurement except in writing directed to the Contract Specialist, (insert name) via email:

5. Solicitation Submission

Solicitations must be submitted online by the RFP due date and time only. Proposers must upload their solicitation submission to their BizNet Account.

6. Proposer Demonstration of Proposed Services and or Products

At the discretion of the State, proposers must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by DAS and without cost to the State.

Description of Goods & Services Specifications and Additional Terms & Conditions

A. **DESCRIPTION OF GOODS AND SERVICES SPECIFICATIONS:**

Refer to Exhibit A for the detailed description of goods and services specifications. Exhibit A includes descriptions of project requirements, necessary proposal responses, and deliverables related to the project requirements. Further proposal responses are contained in the following section, Additional Terms and Conditions.

B. **ADDITIONAL REQUIREMENTS:**

1. Response to Timeline

Proposers must review the requirements and provide an approach to meeting the current estimated timeline of Phase 1 or, if deemed appropriate, provide an alternative suggested timeline based on previous experience in similar engagements and knowledge of the efforts to optimally prepare for a modular MMIS implementation. This requirement may be met with a proposed implementation schedule with Milestones for Phases 1 and 2 along with a brief explanation of the rationale. The rationale must be based on identified risks and mitigations. If an alternative timeline is suggested, Proposer must provide rationale and identify ways to minimize impact to the overall project progress or timeline.

Proposers must include their SI approach and outlined level of effort for SI Phase 2 DDI Activities.

Proposal Response(s)	
Response Number	**Description**
PR B. 1.1	Describe your approach and methodology to meet the current Phase 1 timeline and provide a suggested timeline with rationale and plans to minimize impact to the overall project progress.
PR B. 1.2	Describe your approach and outlined level of effort for SI Phase 2 DDI activities.

2. Deliverables Requirements

Proposers must be able to comply with the requirements listed below as well as all other requirements included throughout this solicitation and all associated attachments and exhibits:

a) Proposers must be able to adhere to the Deliverable Management Plan, the project schedule, Deliverables Expectations Documents, and other documents which govern the content, format, and quality of submitted deliverables. Copies of each deliverable must be delivered to the CT METS Program Director, in final form, on or before the date specified in the approved Work Plan. All deliverables must be in a format approved by, and meet content and accuracy requirements specified or as subsequently defined by, the CT METS Program Director. These requirements must be further defined and bound to media, format, content, style, and accuracy requirements specified in the Deliverables Management Plan and the Deliverable Expectation Documents. Charges may be incurred should there be a failure to meet deliverable due dates, as described below.

b) Proposers must be able to ensure that all project documentation is delivered in electronic format, unless the CT METS Program Director instructs the Contractor otherwise. The Contractor must use Microsoft Office automation tools when using electronic tools to present

its information. Proposers must be able to submit all deliverables to the CT METS Program Director for final written acceptance and approval. The format of the deliverables must be approved by the CT METS Program Director.

c) Proposers must be able to ensure all project deliverables, work products, and artifacts are of a level of accuracy, quality, and completeness that demonstrates they have been reviewed and proofread by the SI prior to being delivered. Documents which clearly are lacking in accuracy, quality, or completeness may be rejected outright without full review. Indicators of quality and completeness include, but are not limited to:
    i. A standard of business and technical writing that limits ambiguity and rework by State reviewers
    ii. A level of English proficiency that limits State reviewers' edits for grammar and clarity
    iii. Content in keeping with expectations set out in governing project documents and reflective of decisions and discussions captured in meetings
    iv. Conformance to the Document Management Plan and other documents which govern the content, format, and quality of submitted deliverables
d) The descriptions of deliverables in this RFP do not include every possible duty, task, or intermediate deliverable necessary to achieve success. Proposers must not assume that any perceived lack of detail in a specific area indicates that the contractor will have no duties in that area. This includes all intermediate steps, deliverables, or processes reasonably necessary to achieve the desired outcome described throughout this RFP.

Proposers must describe experience with, and approach to, ensuring timely submission of high-quality work products.

Proposal Response(s)	
Response Number	**Description**
PR B. 2.1	Proposers must describe its approach and experience with delivering timely high-quality deliverables, work products, and artifacts.

3. Payment Schedule

The State intends for the resulting contract to use a firm fixed price, deliverable based contract payment schedule.

For services rendered as part of all work associated with this contract, compensation will be made based on a negotiated deliverable and milestone schedule. The costs will be as indicated by the Contractor in the negotiated contract Price Proposal Template (Exhibit B).

The State will require a payment retention (retainage) in the amount of ten percent (10%) per invoice based on the payment methodology. Each month, the State will review SLAs and the contractor's performance during the preceding month. The State will notify the SI contractor of its determination related to any retainage to be forfeited, and any penalties to be assessed. Retainage amounts will be deducted from the invoice payment. The State or its designee(s) reserves the right to audit records and data related to the SI contractor's performance at any time during the contract period. Final payment

(10% retainage less any amount that has been held over the life of the contract) will be awarded at the completion of Phase 1 Closeout and Approved Acceptance.

Within the first ten (10) calendar days of the end of the previous month, the SI Contractor will produce a Monthly Report Card. The Report Cards will be generated in a means that is the most efficient and accurate to deliver metrics to the State. The State, the IV&V contractor, or other designee(s), must reserve the right to audit records and data related to the SI Contractor's performance at any time during the contract period. All contract and RFP requirements must be subject to inclusion as part of the Report Card. All SLAs, including SLAs that are added during contract negotiations or agreed to throughout the life of the contract, must be included. All items within the Report Card must be measurable. Final determination of the status of "met" or "not met" for each criterion on the Report Card will be the State's decision.

The report card must have two (2) sections; Contract SLA Requirements with monetary assessments, and the Performance Report Card. All SLAs will be reported each month.

The State will identify up to twenty-five (25) performance standards for the Performance Report Card upon which the SI Contractors performance will be measured. This will occur thirty (30) calendar days prior to the start of a new quarter. These measurements may change throughout the lifecycle of the contract based on the progress of the project. When the project moves into DDI and the transitional state, performance measures may include, system availability, interfaces, monitoring interruptions/delays, and transactional and security activity reporting. Any measure contained in the reports that is not the direct responsibility of the SI contractor must not reflect upon the SI contractor for forfeiture of retainage.

Failure to meet one or more of the Performance Report Card items may result in forfeiture of a percent of the retainage amount, as described below:

1. The failure to meet one (1) performance report card requirement = forfeiture of 5% of the retainage amount
2. The failure to meet two (2) performance report card requirements = forfeiture of 10% of the retainage amount
3. The failure to meet three (3) performance report card requirements = forfeiture of 50% of the retainage amount
4. The failure to meet four (4) performance report card requirements = forfeiture of 75% of the retainage amount
5. The failure to meet five (5) or more performance report card requirements = forfeiture of 100% of the retainage amount

The table in Attachment G is an example of Monthly Report Card items that would be monitored during the first quarter of the contract award. These items must be finalized upon contract award.

For Phase 2 DDI activities, and subsequent M&O, the State may elect to pursue an incentive plan to reward creativity, innovation and superior performance. Performance metrics and the formulas to be used to achieve an incentive payment may be part of the negotiations for the Phase 2 Scope of Work. In addition, State is interested in promoting innovation that will lower processing costs and the overall cost of ownership of the MMIS solution and may consider sharing in the cost and savings of developing innovative solutions if the SI Contractor can show how operating costs would be lowered due to the investment. These opportunities will be determined on a case by case basis.

The release of payment for the work must be based on approved invoices.

4. Service Level Agreement (SLA) requirements

The following charges may be imposed on the SI Contractor for failure to meet Contract requirement SLAs:

a) Deliverable Delivery - If the SI Contractor deviates from the approved deliverable schedule, without receiving CT METS Program Director's approval, a charge may be assessed. The State may charge one thousand dollars ($1,000.00) for each calendar day, or any part thereof, that a deliverable is late, which includes delivery on incorrect media. The State may assess an additional one thousand dollars ($1,000.00) for each calendar day, or any part thereof, that a deliverable continues not to meet minimum content requirements or the approved format after its formal rejection by CT METS.

b) Key Milestones Dates – Accomplishment of certain specified activities by the key milestone, as defined in the Work Plan, must be necessary to ensure project(s) are on track.

   i. If the SI Contractor is delayed in meeting these key milestone dates and a contract modification or a change request for work plan change is not approved, a charge may be imposed. Approval of a contract modification or a change request for work plan change does not waive the State's ability to impose a charge if warranted by other terms of the Contract.

   ii. If the SI Contractor contributes to a delay for another contractor's performance or key milestones, the State may impose a charge. Approval of a contract modification or CT METS master program schedule modification does not waive the State's ability to impose a charge if warranted by other terms of the Contract.

   iii. The State may impose a charge of up to ten thousand dollars ($10,000.00) per calendar day, or any part thereof, for each of the first ten (10) calendar days of delay in meeting a milestone date or contributing to a delay for another contractor's performance. The State may impose a charge of up to twenty thousand dollars ($20,000.00) per calendar day, or any part thereof, for each of the next twenty (20) calendar days of delay in meeting a milestone date or contributing to a delay in another contractor's performance.

   iv. The State may assess a charge of up to thirty thousand dollars ($30,000.00) per calendar day, or any part thereof, for each additional calendar day of delay in meeting a milestone after thirty (30) calendar days or contributing to a delay for another contractor's performance.

c) Lack of Collaboration – The SI Contractor will be expected to cooperate and collaborate fully and effectively with all other CT METS contractors and State employees. The SI Contractor will be prohibited to commit or permit any act that will interfere with the performance of work by any other contractor or State employee. If the SI Contractor fails to demonstrate effective collaboration, the State will assess the situation and take appropriate action. Failure to demonstrate effective collaboration may result in corrective action measures which will be set forth and described further in the negotiated Contract with the successful Proposer. Corrective action determined by the State may include monetary charges or payment holdbacks. Some examples of failure to demonstrate cooperation and effective collaboration include: failure to respond to questions in a timely fashion, failure to attend and/or

participate in required meetings, failure to meet deadlines that impact the work of other project entities.

d) Key Staffing - The State may impose a charge of up to thirty thousand dollars ($30,000.00) for each key personnel proposed in the SI Contractor's response to the RFP who is changed prior to contract initiation for reasons other than death, disability, resignation, termination, removal at the request of the State, or military recall. The State may assess up to an additional one thousand dollars ($1,000.00) assessment, per business day, for each key personnel after the initial thirty (30) days allowed for SI Contractor to identify and receive CT METS approval on an acceptable replacement for the key personnel and an acceptable replacement has not been provided. If the SI Contractor fails to maintain ninety percent (90%) of the mutually agreed to staffing plan for a period exceeding thirty (30) contiguous calendar days, the State may assess up to an additional one thousand dollars ($1,000.00) per day.

5. Purchase Orders and Payments

a) Purchase Orders

(1) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.

(2) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.

(3) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.

(4) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.

(5) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

b) Invoices and Payments

Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

6. Contractor Qualifications

a. The basic contractor qualifications, including references for similar work performed, must be submitted on form DAS-14. Supplementary information required for submission with this RFP is listed in the section "Submittal Requirements."

b. The Contractor must comply with all the personnel requirements listed below:

1. The SI Contractor must provide highly qualified and experienced personnel to reduce project risk. The Contractor must propose the personnel to fulfill the obligations of the contract terms for the key positions identified below. All key staff identified in the proposal must be available when the project commences, and key staff must remain on the project to ensure continuity of knowledge for the life of the project through the conclusion of the contract.
2. Key personnel commitments contained in the SI Contractor's proposal for all phases of the contract must not be changed without a thirty (30) day advance notice and prior written approval of the State Contract Administrator, unless the changes are due to the death, disability, resignation, termination, removal at the request of the State, or military recall of any key individual. When Phase 2 commences, the SI Contractor must reassess project staffing needs at no additional cost to the State. Staffing includes the staff proposed for all key positions required in this RFP, at the levels of effort proposed, or as specified in the contract. The SI Contractor must maintain staffing levels throughout the project at ninety percent (90%) or more of the staffing plan agreed to during project planning.
3. DSS must grant consent and approval for all staffing decisions regarding the addition or removal of key staff (except for those beyond the contractor's control or at the request of the State). The Contractor must notify the Department within twenty-four (24) hours in the event of an unanticipated departure of a contractor party providing services under this agreement.
4. The SI key staff roles are expected to include:
    i. Engagement Manager – Executive-level decision making on behalf of SI contractor's organization regarding project contract
    ii. Project Manager – Decision making authority over project resources, schedule, and deliverables
    iii. Technical Manager – Primary point of contact with DSS and DAS/BEST Technical Staff; Technical Manager over the SI contractor's Technical Team
    iv. Functional Manager – Responsible for the overall functional design of all system components, functional procedures, program applications, and functional documentation. Liaison with Connecticut business SMEs.
    v. System Architect – Responsible for the design, maintenance, procedures, and architecture related to data, program applications, and systems documentation
    vi. Data Manager – Responsible for overall data architecture of the CT METS including Master Data Management planning and implementation, data exchange planning and implementation, and data migration
    vii. Librarian – Responsible for maintaining the repository for deliverables, work products, and artifacts. Tracks the status of deliverables, work products, and artifacts. Tracks the completion of action items and comments on deliverables,

work products, and artifacts. Maintains communication records of approvals or rejections of deliverables, work products, and artifacts

viii. Certification Lead – Responsible for tracking progress toward CMS certification. Ensures deliverables, work products, and artifacts achieve the completeness and accuracy necessary to serve as artifacts to successfully satisfy CMS certification review requirements. Completes CMS checklists in advance of scheduled submissions as required by the State.

ix. Security Manager – May be combined with the role of the Technical Manager or System Architect. Responsible for the assessment, planning, implementation, and compliance of all privacy and security standards, practices, and components required for CT METS.

x. Business Analyst Lead – Responsible for coordination and delivery of all business/operations analysis. Liaison with OCM contractor for BPMN creation and management.

5. In addition to the key staff roles, the Proposer's team is also expected to include technical analysts, additional business analysts, and SMEs. Skills desired for the staff include BPMN, requirements elicitation and documentation, creation of comprehensive meeting notes, and other tasks necessary to the project. Proposer's may identify additional roles and propose personnel for assigned positions to reduce risk to the project's quality and continuity.

6. The SI must maintain an up-to-date Organizational Chart and Project Contact List throughout the engagement.

7. The Contractor must provide criminal background investigations on all personnel and follow-up investigations every five years.

8. DSS reserves the right to request the removal of contractor's staff assigned to this project if such removal is in the best interest of the State, CMS, and/or this engagement. The contractor may be required to relieve their personnel from any further work under the contract if the individual does not perform at the applicable skill level specified in the contractor's proposal or elsewhere in the contract; the individual does not deliver work that conforms to the performance standards stated in the proposal and elsewhere in the contract; or the person exhibits personal or professional conflicts with State personnel that hinder effective progress on the project. Upon being notified that a member of the contractor's personnel is unacceptable, the contractor must immediately remove that individual from any assignments on the contract. If a member of the contractor's personnel is removed pursuant to this paragraph, State approval is required prior to assigning replacement personnel to work on the project. The SI contractor must submit resumes and allow the State to interview applicants as part of the approval process. DSS requires the contractor to provide an interim resource within five business days for any key personnel vacancies, regardless of the reason for the vacancy.

9. Key personnel must be replaced with individuals with comparable experience and qualifications as those submitted by the contractor in the proposal and must meet the requirements of the key positions. State approval is required prior to assigning key personnel to work on the contract. The SI contractor is required to submit resumes and allow the State to interview applicants as part of the approval process.

c. As part of the Proposal Response, Proposers must provide the following:

1. An organizational staffing strategy and plan which includes at a minimum:

i. The approach to meeting each requirement listed above in Section B. 6. b.

ii. A description of the proposed staffing plan, confirming the expectations for staffing availability and changes
iii. A strategy for the organizational structure which reflects:
    (1) Points of interaction with the IV&V and OCM contractors, DSS, DAS/BEST, EPMO, and other key stakeholders
    (2) SI reporting responsibilities
    (3) Governance and coordinated activities with DAS/BEST, DSS, EPMO, IV&V, OCM, and other contractors
    (4) Planned team location(s) specifying in-State or out-of-State, and how this structure will contribute to project success
iv. The names and resumes of the key staff proposed for the project, with a high-level narrative description of the team and their roles, highlighting technical and programmatic experience and other staffing requirements listed in this document
v. The proposed organizational chart and reporting structure for the CT METS project team
vi. A Responsible, Accountable, Consulted, and Informed Parties (RACI) chart (for the Phase 1 Project Team)
vii. The strategy and approach to maintain the appropriate number of staff during the project lifecycle
viii. The identification of subcontractors, if any
ix. The identification of any current SI project work that is underway by the proposed staff or contractor

2. For key SI Contractor staff, Proposers must provide three (3) references (Client Name, Project Description, Ongoing/Completed Status, Dates, Client Contact Name/Email/Phone Number, Budget, Lessons Learned, Contract Amount) for the proposed position from work performed as a prime contractor where experience and expertise relevant to the scope of the proposed role of the individual was demonstrated.

3. The SI must provide resumes for proposed key positions which describe the team members' relevant education, technical, and/or programmatic expertise and experience appropriate to the individual's role (e.g., project management, Medicaid, MMIS and claims processing, other HHS programs, or closely related work). Of special interest is the ability to demonstrate recent knowledge/experience with MECT 2.2 and CMS certification. The SI must describe the experience of proposed candidates in both traditional and modular development, Agile and waterfall development methodologies, or other skills needed for the success of the CT METS program. The SI must demonstrate that it will include individuals with strong communication skills on the team, particularly, the ability to identify and manage risks from both the business (e.g., HHS/Medicaid) and IT perspectives, and to facilitate course corrections when in the best interest of the project.

The Contractor must identify any current project work that is underway by the proposed staff or contractor in which SI services are being performed.

Proposal Response(s)	
Response Number	**Description**
PR B. 6.1	Proposers must provide its organizational staffing strategy and plan, including identification of key staff and other requirements listed in Section B. 6. b, meeting all requirements of the engagement.
PR B. 6.2	Proposers must provide three (3) references for key staff, meeting all requirements listed in Section B.6 b.
PR B. 6.3	Proposers must provide resumes for key staff, meeting all requirements listed in Section B.6. b.
PR B. 6.4	Proposers must identify any current project work that is underway by the proposed staff or vendor in which SI services are being performed.

7. Contractor Privacy and Security Responsibilities

The selected SI contractor must be required to comply with all terms and conditions of the RFP including, but not limited to, provisions for the protection of the State's and third-party assets, intellectual, and physical property, such as all applicable State and federal privacy and security laws, regulations, and policies, as well as all applicable State and federal breach notification laws and directives. The SI contractor agrees to comply with all DSS security training requirements for their staff, including initial and ongoing privacy and security and HIPAA compliance training for all employees and contract personnel assigned to the project prior to receiving access to State information.

The SI contractor must develop a Privacy and Security Plan that includes a description of how the contractor safeguards all State information that is transmitted within its systems (i.e., email), how the contractor employs all reasonable industry recognized methods to secure systems from unauthorized access, and the methods used to permanently destroy all confidential data and protected health information entrusted to the contractor for the performance of the contract. The plan must be approved by DSS prior to the contractor having access to project materials.

The Contractor's proposal response must describe experience with projects in which sensitive data is available to the contractor staff and its approach to developing and enforcing a Privacy and Security Plan for its staff.

Proposal Response(s)	
Response Number	Description
PR B. 7.1	Proposers must describe their approach and methodology to meet the requirements for Contractor Privacy and Security Responsibilities in Section B.7.

PR B. 7.2	Proposers must describe their prior experience with projects involving sensitive data available to contractor staff.
PR B. 7.3	Proposers must describe their approach to developing and enforcing a Privacy and Security Plan for its staff.

8. Statutory and Regulatory Compliance

As indicated by checking "yes" in the CMS Required Assurances table from the Medicaid Management Information System Advanced Planning Document (MMIS APD) Template 2018, Connecticut DSS will comply with the CFR and the SMM citations listed. The selected SI Contractor must be aware of these requirements in working with other contractors to complete the CT METS Program. The SI contractor must certify compliance with any requirements that apply to the SI scope of work for the CT METS Program. The CMS Required Assurances Table, Attachment J, must be downloaded and completed by the SI contractor as part of the official proposal submission. Additional information about the citations is included in the Bidders' Library.

Periodically, other conditions for compliance with existing statutory and regulatory requirements may be issued through formal guidance procedures by CMS. The SI contractor must comply with any new conditions determined by CMS to be necessary to update and ensure the proper implementation of those existing requirements.

Proposal Response(s)	
Response Number	Description
PR B. 8.1	Proposers must download, fill and submit the CMS Required Assurances Table with its assessment of the requirements applicable to the SI scope of work and its rationale for those requirements it judges to be inapplicable.

9. Value-Added Services

Value-added services provide additional functionalities and capabilities that enhance the SI Contractor's solution and distinguish it from other potential contractors. The SI Contractor must recommend innovative practices, business strategies, and value-added services that must be offered by the SI Contractor to enable the CT METS Program to be successful. Value-added services may address relevant matters that have not been anticipated in this RFP as well as any steps to reduce risk to the project's quality and continuity, and proposed timelines if appropriate.

Proposal Response(s)	
Response Number	Description
PR B. 9.1	Describe value-added services which enhance the SI Contractor's solution and contribute to the successful implementation of the CT METS Program.

10. Logistics

The SI Contractor must control access to all contractor facilities where any contract related work is performed, in compliance with privacy and security requirements and must ensure that all contractor data use, exchange, and exposure protects Connecticut data and protected health information (PHI). Workforce privacy and security must be protected, and State and federal requirements must be met. For offsite activities approved by the State, the SI Contractor must provide toll-free conference lines to facilitate project meetings and communications.

During Phase 1, the State must provide adequate work space as determined by the need for onsite staff (i.e., project tasks and activity as approved by the State), including access to conference rooms, internet, and materials needed for the contractor's staff members to perform the agreed upon services at DSS' central office located at 55 Farmington Ave., Hartford, Connecticut, or an alternative State office location in the Hartford area. The State must provide the SI Contractor with access to the buildings during normal business hours. During Phase 2, the need for onsite staff and their accommodations will be re-evaluated.

The SI Contractor must provide all equipment and office needs of its staff including computers, printers, and Wi-Fi, wherever it is not available from the State. SI Proposers should specify the number of workstations needed for SI staff with the expected duration and describe any other anticipated supports needed from the State.

The State must make appropriate resources available as needed and provide a primary contact for the identification of project team resources and introductions. All SI work is to be stored in an agreed upon repository accessible both onsite and offsite, using a DSS-designated folder structure.

During Phase 1, the SI contractor must have staff available to state personnel from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday - Friday, with exceptions for onsite presence based on the State holiday schedule. During Phase 2, the need for contractor staff availability may vary due to the nature of DDI activities. This will be evaluated and detailed in the SOW for Phase 2.

11. Security and/or Property Entrance Policies and Procedures

Contractor must adhere to established security and/or property entrance policies and procedures for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.

12. Contract Separately/Additional Savings Opportunities

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

13. Mandatory Extension to State Entities

Contractor must offer and extend the contract (including pricing, terms and conditions) to political sub-Divisions of the State (towns and municipalities), schools, and not-for-profit organizations.

14. P-Card (Purchasing Mastercard Credit Card)

Purchases made by the Client Agency from the Contractor that are less than $1,000.00 may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor must be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor must be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor must charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor must capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the State of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

15. Subcontractors

The majority of the services described in the specifications must be provided by the Contractor. The Contractor must be solely responsible for performance of the entire contract whether or not subcontractors are used. Neither DSS nor the CT METS Project Management team must be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship must be resolved by the prime contractor. All references to the Contractor must also be construed to encompass both the contractor and any subcontractors of the Contractor.

DAS must approve any and all subcontractors utilized by the Contractor prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any State entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor must be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor must be provided promptly by the Contractor to DAS upon request.

To request approval, the SI contractor must identify the subcontractors, describe their roles, and provide the URL for the subcontractor company website(s) if not an independent contractor. DAS/BEST reserves the right to request the removal of subcontractor staff assigned to this project if such removal is in the best interest of the State, CMS, and/or this engagement. The Contractor may be required to relieve its subcontracted personnel from any further work under the contract if the individual does not perform at the applicable skill level specified in the contractor's proposal or elsewhere in the contract; the individual does not deliver work that conforms to the performance standards stated in the proposal and elsewhere in the contract; or the person exhibits personal or professional conflicts with State personnel that hinder effective progress on the project. Upon being notified that a member of the

subcontractor's personnel is unacceptable, the Contractor must immediately remove that individual from any assignments on the contract. If a member of the subcontractor's personnel is removed pursuant to this paragraph, State approval is required prior to assigning replacement personnel to work on the project. The SI Contractor must submit resumes and allow the State to interview applicants as part of the approval process. DAS/BEST requires the Contractor to provide an interim resource within five business days for any key personnel vacancies, regardless of the reason for the vacancy.

For the purposes of this contract, the SI Contractor must not employ or contract with any individual who has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity or from participating in non-procurement activities. The Contractor must screen all employees and subcontractors to determine whether any of them have been excluded from participation in federal healthcare programs. The Contractor must provide criminal background investigations on all personnel and follow-up investigations every five years and must identify to DAS/BEST any individuals who have criminal activity.

16. Ownership and Reuse of Proposal and Project Materials

Under 42 CFR §433.112(a), CMS provides 90 percent enhanced federal financial participation (FFP) for Medicaid technology investments funded through an approved Advance Planning Document (APD). To receive enhanced funding, as specified in 42 CFR § 433.112(b), States are required to "[p]romote sharing, leverage, and reuse of Medicaid technologies and systems within and among States." From an intellectual property standpoint, reuse is supported further by the general grant conditions for FFP under 45 CFR § 95.617, which requires states to "include a clause in all procurement instruments that provides that the State or local government will have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation under this subpart."

To support these requirements, all materials, documentation, reports, and presentations created during fulfillment of this RFP must be provided to the State Project Management Team and must be made available to CMS and other SMAs through the State website or through response via email to requests submitted from those entities.

During Phase 2, the State will have all ownership rights in software or modifications thereof and associated documentation designed, developed, or installed. The United States Department of Health and Human Services has a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, for federal government purposes, software, modifications to software, and documentation that is designed, developed, installed, or enhanced with enhanced FFP.

Proposal Requirements

1. Contract Period

The State intends that this contract will be in effect for a period of 12 years from date of award, with the availability of three one-year extensions for the term of the project.

The parties, by mutual agreement, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.

2. Quantities and/or Usages

Any quantities set forth in this RFP are estimated quantities and/or usages only and in no way represent a commitment and/or intent to purchase any particular amount. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting entity.

3. Stability of Proposed Prices

Any price offerings from proposers must be valid for a period of 180 days from the due date of the proposals.

4. Amendment or Cancellation of the RFP

DAS reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

5. Proposal Modifications

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by DAS. DAS, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

6. Proposer Presentation of Supporting Evidence

Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that DAS deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

7. Proposer Demonstration of Proposed Services and or Products

At the discretion of DAS, proposers must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by DAS and without cost to the State.

8. Erroneous Awards

DAS reserves the right to correct inaccurate awards.

9. Proposal Expenses

Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by DAS.

10. Ownership of Proposals

All proposals must become the sole property of the State and will not be returned.

11. Ownership of Subsequent Products

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP must be the sole property of the State unless otherwise stated in the contract.

12. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by proposers with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

Selection Criteria

A selection committee will review and score all proposals. The following information, in addition to the requirements, terms and conditions identified throughout this RFP document, will be considered as part of the selection process and are listed in order of relative importance.

Technical Proposal

I. SI Contractor Services - Technical Requirements Compliance and Quality
The Proposer must demonstrate that its proposal offers a comprehensive strategy and approach that, at a minimum, is consistent with the State's functional requirements and operational goals and objectives.

II. SI Contractor Experience and References
1. The Proposer has demonstrated that it has experience carrying out work of similar size and scope and is qualified to undertake this effort as follows:

a. The Proposer has demonstrated that it has successfully completed similar work for public agencies, such as Medicaid systems similar to the modularized system to be implemented for CT DSS, MMIS and claims processing, large scale health care systems in the public sector, other HHS programs, or closely related work. Work is similar if the functions, responsibilities, and control exercised by the Proposer were essentially the same as required under this RFP.

b. The Proposer adequately describes how past work is similar in terms of scope, size, and overall project cost. Past work was satisfactorily completed on time and within budget.

c. The State will consider references for work performed in other states as part of its evaluation process. The Proposer has provided sufficient references as required on Form DAS-14.

III. Personnel
The State will consider the experience and expertise of the key project staff proposed by the Proposer to accomplish project work. The Proposer demonstrates that key personnel have successfully completed similar projects and possess the education, experience, qualifications, certifications, and skills required to carry out all the services described herein, as follows:

1. Management Staff – The Proposer has provided sufficient information to demonstrate that the management staff has past experience managing projects of this size and complexity and has successfully completed similar projects under similar time constraints.

2. Technical/Business Staff – The Proposer has provided sufficient information to demonstrate that the proposed technical staff has past experience in designing and implementing successful projects of similar size and complexity.

IV. Business Profile and History

The State will consider the business history of the Proposer as part of its evaluation process. The Proposer has provided sufficient financial information to demonstrate that the Proposer is financially stable and capable of undertaking this work.

1. The Proposer does not have a history of claims made against it. The Proposer does not have a history of failing to deliver projects on time and within budget.
2. Subcontractors - The Subcontractor(s), if any, have demonstrated stable business histories and have a proven track record of successful project delivery.

Cost Proposal

Proposals will only be evaluated for those proposers whose technical submittal has been deemed to be complete and acceptable by the State. Price proposals will be evaluated following completion of technical evaluations to avoid having prices unduly influence the evaluation process. All price information should be included in Exhibit B. No price information should be included as part of its technical submission. Price proposals will be evaluated for reasonableness, realism, and completeness. An editable price proposal template, Exhibit B, will be provided to the proposers to assist in this submittal.

Oral Presentation/Interview

At the discretion of the State, the highest scoring proposers may be instructed to attend an oral presentation/interview where they will be evaluated on how well they address the State's questions and concerns during the interview, and the level of professionalism and project insight demonstrated during both the interview and the presentation.

DAS may award by individual item, group of items, or the entirety of all items. DAS may also reject any and all RFPs in whole or in part and waive minor irregularities and omissions if the best interest of the State will be served.

Submittal Requirements

Each qualified Proposer must submit only one (1) proposal. Alternate proposals must not be allowed. Failure to submit as specified must result in a nonresponsive proposal.

The submission should be succinct, reasonable, and appropriate in its length since it will be evaluated on the basis of content, not length. Submissions must be electronic.

Proposals must be submitted in two separate documents: The Technical Proposal, and the Cost Proposal. No reference to pricing information or elements of cost must be made within the Technical Proposal. The Technical Proposal must include both a narrative description of the Proposers strategy and approach to fulfilling all requirements of the RFP and a completed Attachment H, Technical Compliance Matrices. The Cost Proposal must be provided on the template provided to Proposers in **Exhibit B** for this submittal. Additional information should be included as necessary to explain the Proposer's cost in detail.

Proposers must keep their proposal response in the same sequential order that is specified in the Submission Requirements section. Any omission(s) within this section may result in the proposal being deemed non-responsive.

Proposals must include the following:

I. Cover Letter
Provide a signed cover letter with a statement of commitment, identification of primary contact, and contact information for primary contact.

II. Table of Contents

III. Executive Summary:
Briefly describe the proposal. Summary should highlight the major features of the proposal. An evaluator should be able to determine the essence of the proposal and their understanding of the State's vision by reading the executive summary. The Executive Summary is limited to four pages.

IV. Technical Proposal

A. SI Contractor Services - Technical Requirements Compliance and Quality:
Proposals submitted to this RFP must not only respond to the requirements defined in this RFP but also describe "how" a contractor plans to meet those requirements. Proposers should provide a detailed description of its proposed strategy and approach to meet the RFP requirements. Proposers should provide convincing evidence of how the proposed SI Contractor Services meet or exceed the items contained in the section of the RFP, **Description of Goods & Services Specifications, Exhibit A**. In addition, this section of the proposal must address requirements included in the Section of the RFP, **Additional Requirements, Sections B.1., B.2., B.7, B.8.**, and **B9**.

The requirement responses must be numbered as identified in the "Proposal Response" section of each requirement, which also corresponds to the numbering in Attachment H, Technical Compliance Matrices. Note that Attachment H should give a concise view of the proposer's ability to deliver on each requirement and must reconcile each requirement item back to the written section. The Contractor Services description is limited to 200 pages, exclusive of Attachment H.

B. SI Contractor Experience and References:
In addition to the information on Form DAS-14, provide information about the proposers' company capabilities as it relates to SI Contractor services to satisfy the requirements of this RFP and why the company should be selected for this project. The narrative should describe the kinds of projects the firm typically performs and demonstrate:

1. A proven record of accomplishment of successfully collaborating with its clients to achieve the goals set forth in any contract
2. A clear, complete, and comprehensive vision for the direction of the business and how the Proposer's experience will contribute to the success of CT METS
3. A recent record of completing SI projects on time and on budget with scope similar in size and complexity to that described herein to the satisfaction of its clients
4. Of particular interest is the provision of one or more references that confirm the outcome of Proposer's engagement resulting in a lower cost of ownership for the client

Proposer's experience and references narrative is limited to 20 pages, exclusive of company references.

C. Personnel

This section of the proposal must address requirements included in the section of the RFP, **Additional Terms & Conditions, Section B.6.b.** The Personnel description is limited to 15 pages, exclusive of individual resumes. Individual resumes should not exceed three pages per person.

The requirement responses must be numbered as identified in the "Proposal Response" section of B.6.b, which also corresponds to the numbering in Attachment H Technical Compliance Matrices. Note that Attachment H should give a concise view of the proposer's ability to deliver on each requirement and must reconcile each requirement item back to the written section.

D. Business Profile and History.

In addition to the information on form DAS-14,

1. Provide a description of the Proposers company information including:
    a. Date established
    b. Ownership (public company, partnership, subsidiary, etc.): If a Proposer is owned or controlled by a parent company, the name, main office address, and parent company's tax identification number must be provided in the proposal
    c. Organizational chart depicting the Proposer's SI organization in relation to any parent, subsidiary, or related organization
    d. State in which the Proposer is incorporated
    e. Number of employees and resources dedicated to SI services
    f. Organizational staffing chart with a focus on SI services
    g. Names and resumes of Senior Managers and Partners regarding this contract
    h. Office location(s) responsible for the proposed tasks
    i. Evidence that the Proposer is financially stable and that it has the necessary infrastructure to complete this contract as described in the proposal. Proposer must provide audited financial statements for the last three (3) years, or similar evidence of financial stability for the last three (3) years in an Appendix of the proposal
    j. Proposer's acknowledgment that the State must not reimburse the Proposer until:
        1) The State Program Director has approved the invoice
        2) The State has received and approved all deliverables covered by the invoice
    k. Details of any pertinent judgment, criminal conviction, investigation, or litigation pending against the Proposer or any of its officers, directors, employees, agents, or subcontractors within the last ten (10) years for similar requirements stated in this RFP, the State or federal government, Medicaid, any oversight agencies such as HHS, CMS, and Office of Inspector General (OIG), and eligibility enrollment, of which Proposer has knowledge, or a statement that there are none. The Agency reserves the right to reject a proposal solely based on this information
    l. Disclosure of contracts not completed in the past ten (10) years
    m. Disclosure of any contracts terminated for cause or convenience in the past ten (10) years
    n. Disclosure of any conflict of interest
2. Provide a complete list of all proposed subcontractors (including contractors for staff augmentation), including a company profile, the number of years the subcontractor has been in business, a description of services that are to be provided by each subcontractor, and any relevant experience.

The Business Profile and History narrative is limited to four pages, exclusive of the DAS-14, financial statements, senior staff resumes and details of judgements etc. described above in item D. 1. k. Subcontractor narratives are limited to two pages per subcontractor.

V. Cost Proposal

A Cost Proposal template is provided in **Exhibit B**. The Cost Proposal will be used as the final representation of the Proposer's cost during the total proposal evaluation. Additional information may be included as necessary to explain in detail the proposer's cost. If deemed helpful by the respondent, they may provide a budget narrative to support the cost tables with additional information by line item as necessary to explain in detail Proposer's cost/price. The Cost Proposal narrative is limited to four (4) pages. An example might be a staffing line item to elaborate on a person who will perform more than one role that needs clarifying narrative.

All cost information should be included in Exhibit B. The technical submission should not include any cost information.

Submission must include a complete Commodity or Service Cost Worksheet to reflect any fixed or deliverable-based costs for commodities/services such as project deliverables, a complete Phase 1 Proposed Staffing – Hours and Cost Worksheet to price out the anticipated hours to be spent by each proposed level of staff for change orders and additional assignments requested during the engagement, and a Rate Catalog for Phase 2.

a. Commodity or Service Cost Worksheet (SI Deliverables Cost) – Proposer's response must specify a firm and fixed fee for completion of the SI services. Time-and-materials proposals will not be considered.
b. Proposed Staffing – Hours and Cost Worksheet - Proposers must submit pricing for all consultant services to be delivered as part of a full-service model, including the staffing of maintenance and administrative positions for ongoing operation (staff not involved in deliverables).
c. Rate Catalog for anticipated staffing for Phase 2 "Option to Buy" activities.

The Proposer who receives a contract must be responsible for the performance of all duties contained within this RFP for the firm and fixed price quoted in their proposal. Proposals must state a firm and fixed price for the services described, as well as hourly pricing for options and exceptions such as change orders.

Cost Proposals will be evaluated for reasonableness and completeness. Proposals will only be evaluated for those Proposers whose technical submittal has been deemed to be complete and acceptable by the State. Cost Proposals will be evaluated following completion of technical evaluations to avoid having prices unduly influence the evaluation process.

Sample Contract

This RFP is not a contract and, alone, must not be interpreted as such. Rather, this RFP only serves as the instrument through which Proposals are solicited. The State will pursue negotiations with the Proposer whose Proposal scores highest. If, for whatever reason, DAS and the initial Proposer fail to reach consensus on the issues relative to a contract, DAS may commence contract negotiations with other proposers. DAS may decide at any time to suspend the current RFP process and start the RFP process again.

This sample contract is a draft contract and it is included in this RFP for informational purposes only in order to show some contract provisions that the State of Connecticut requires. It is not intended to, and will not, be the specific contract that the State and the successful Proposer(s) will sign. After DAS selects a Proposer, DAS will deliver a draft contract for consideration and negotiation. The contract that DAS and the successful Proposer will sign may vary. The contract may include a liquidated damages clause at the discretion of the State.

CONTRACT #18PSX0213

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

And

CONTRACTOR

SYSTEMS INTEGRATOR FOR THE DEPARTMENT OF SOCIAL SERVICES CT METS

CONTENTS

1. TERM OF CONTRACT 4
2. DEFINITIONS 4
3. ACQUIRING DELIVERABLES AND SERVICES 7
4. PROJECT PERSONNEL 8
5. CHANGE ORDERS 9
6. DELIVERABLE INSTALLATION & DEINSTALLATION 9
7. DELIVERABLE EVALUATION & ACCEPTANCE 9
8. PAYMENTS AND CREDITS 10
9. LICENSED SOFTWARE MAINTENANCE & SUPPORT 11
10. RESERVED 12
11. SYSTEM RELIABILITY 12
12. SYSTEM WARRANTIES 13
13. OTHER WARRANTIES 14
14. LICENSED SOFTWARE 15
15. CONFIDENTIALITY; NONDISCLOSURE 16
16. PROTECTION OF CONFIDENTIAL INFORMATION 17
17. RESERVED 18
18. RISK OF LOSS & INSURANCE 18
19. DELIVERABLE ALTERATIONS 19
20. FORCE MAJEURE 19
21. ANTITRUST 19
22. GENERAL PROVISIONS 19
23. COMMUNICATIONS 21
24. INTENTIONALLY OMITTED 21
25. WHISTLEBLOWER PROVISION 21
26. DISCLOSURE OF PUBLIC RECORDS PROVISION 22
27. FORUM AND CHOICE OF LAW 22
28. BREACH 22
29. TERMINATION 23
30. REPRESENTATIONS AND WARRANTIES 25
31. DISCLOSURE OF CONTRACTOR PARTIES LITIGATION 27
32. STATE COMPTROLLER'S SPECIFICATIONS 27
33. CHIEF INFORMATION OFFICER SUBCONTRACT APPROVAL 27
34. RIGHTS TO AND INTEGRITY OF PUBLIC RECORDS 28

35. PUBLIC RECORDS AND FOIA 28
36. DISCLOSURE OF PUBLIC RECORDS 28
37. PROFITING FROM PUBLIC RECORDS 28
38. CONTRACTOR'S OBLIGATION TO NOTIFY DAS CONCERNING PUBLIC RECORDS 28
39. GENERAL ASSEMBLY ACCESS TO RECORDS 29
40. CONTINUITY OF SYSTEMS 29
41. TANGIBLE PERSONAL PROPERTY 30
42. INDEMNIFICATION 31
43. SOVEREIGN IMMUNITY 32
44. SUMMARY OF STATE ETHICS LAWS 32
45. AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS. 32
46. CAMPAIGN CONTRIBUTION RESTRICTION 33
47. EXECUTIVE ORDERS 33
48. NONDISCRIMINATION 34
49. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 36
50. OWNERSHIP OF DATA 43
51. TERMS AND CONDITIONS 44
52. WORKERS' COMPENSATION 44
53. ENTIRETY OF CONTRACT 44

EXHIBIT A – DELIVERABLES DOCUMENT

EXHIBIT B –PRICE SCHEDULE

EXHIBIT C – NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This Information Processing Systems Contract ("Contract") is made by and between the **STATE OF CONNECTICUT** ("State"), acting by its **Department of Administrative Services** ("DAS") located at 450 Columbus Boulevard, Hartford, CT 06103, under the authority of Sections 4d-2, 4d-5, and 4d-8 of the Connecticut General Statutes and **CONTRACTOR** ("Contractor"), having its principal place of business at ADDRESS.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge Contractor and the State agree as follows:

1. TERM OF CONTRACT

This Contract shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut ("Effective Date"), as evidenced by its signature below, and shall continue uninterrupted for Length of Term from the Effective Date. DAS, in its sole discretion, may extend this Contract one or more times for a combined total period not to exceed the complete length of the original term.

2. DEFINITIONS

a) **Acceptance**: Determination made by the Department upon successful User Acceptance Test that the Deliverable, or if applicable, System, performs to the Specifications and fulfills the business and technical requirements of the Contract.

b) **Acceptance Date:** The date the Department accepts a Deliverable or System in accordance with Section 7 below shall be deemed the Acceptance Date for each Deliverable or System.

c) **Alteration:** The modification, changing, refashioning, remodeling, remaking, revising or reworking of any part of the System or Deliverable.

d) **Claims**: All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any form.

e) **Confidential Information:** Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

f) **Confidential Information Breach:** Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences**:** (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

g) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, 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 and the Contractor intends for such other person or entity to Perform under this Contract in any capacity.

h) **Corrective Action Plan:** A detailed written plan produced by the Contractor at the request of the Department to correct or resolve Contractor deficiency(ies) identified by the Department in accordance with Section 13.

i) **Deliverable:** Any product, service, or warranty that is required to be delivered to the Department under this Contract or available under Exhibit B, or both, whether produced by the Contractor or by a third party as a supplier or subcontractor to the Contractor.

j) **Deliverables Document**: Exhibit A to this Contract - Document which sets forth and describes the Services and Deliverables that are to be provided or made available under to this Contract and the specific requirements and terms applicable to those Services and Deliverables.

k) **Deliverables Implementation Schedule**: Exhibit E to this Contract - Document which itemizes the timing requirements, including phases, and Department signoffs, as applicable or appropriate, for specific Deliverables and/or Services to be provided pursuant to the Contract.

l) **Department:** Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or political subdivisions of the State that issue duly authorized Purchase Orders against this Contract.

m) **Goods:** For the purposes of this Contract, all things which are movable at the time that this Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation and set forth in Exhibit A or Exhibit B, or both.

n) **Improvement:** Contractor changes made to Deliverables from time to time either to provide additional functions for Department use or to correct errors and other Performance deficiencies noted by the Department and reported to the Contractor.

o) **Key Contractor Personnel**: The individual employees of Contractor who will be assigned to the Project.

p) **Licensed Software:** Computer program(s) provided by Contractor in connection with the Deliverables, subject to Section 14 of this Contract.

q) **Perform:** For the purposes of this Contract, the verb "to perform" and the Contractor's performance set forth in this Contract and its exhibits are referred to as "Perform," "Performance" and other capitalized variations of the term.

r) **POP (Primary Operation Period):** The days and hours of normal system operations and availability, which is to be ___ hours and ____day(s).

s) **Product & Pricing Schedule:** Exhibit B to this Contract - Document which lists the Deliverables and Services available under this Contract and establishes the component or unit pricing and price schedules for each Deliverable and Service available pursuant to this Contract.

t) **Product Schedule Update**: Update to the Product & Pricing Schedule in accordance with Section 3 of this Contract to make additional products or services available under this Contract or to alter the pricing of products or services listed in the Product & Pricing Schedule.

u) **Purchase Order:** Document issued by a Department for one or more Goods, Deliverables or Services in accordance with the terms and conditions of this Contract.

v) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in Performing this Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

w) **Services:** The Performance of labor or work set forth in Exhibit A or in the Statement of Work, whichever is applicable.

x) **Site**: Location(s) specified by Department where Deliverables are to be installed or Services rendered.

y) **Solicitation**: Request for Proposal entitled Replacement of the Department of Social Services CT METS System dated .

z) **Source Code:** The Licensed Software, including all corresponding programmer's comments, data files and structures, headers, files, macros, annotations, and documentation.

aa) **Specifications:** The written technical and non-technical detailed documentation of the Deliverables' and the System's capabilities, as approved and accepted in writing by the Department prior to acceptance of the System.

bb) **State:** The State of Connecticut, including the Department and any office, department, board, council, commission, institution or other agency or entity of the State.

cc) **Statement of Work (SOW):** Statement issued in connection with a Purchase Order for a Deliverable or Service available under this Contract which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

dd) **System:** Contractor furnished or otherwise supplied Deliverables that collectively and in an integrated fashion fulfills the business and technical requirements of this Contract and its exhibits.

ee) **Term:** The original term of the Contract plus any extensions exercised under Section 1 of the Contract.

ff) **Termination**: An end to this Contract prior to the end of its Term.

gg) **Upgrade**: A change to the primary version number of the Licensed Software, generally providing additional features or functionality

hh) **Update**: A change to the Licensed Software to correct bugs or defects, patches or changes to enable the Licensed Software to operate on new or upgraded operating platforms.

ii) **User Acceptance Testing (UAT)**: Phase in which the State tests the functionality of a Deliverable with real world scenarios to determine if the Deliverable performs in accordance with the agreed upon design as contained in the Specifications.

jj) **Warranty Period:** The 12 month period commencing upon the Acceptance Date for the System.

3. ACQUIRING DELIVERABLES AND SERVICES

a) Subject to the terms and conditions of this Contract, Contractor shall sell, transfer, convey and/or license to the State any duly ordered Deliverable and/or Perform the Services in accordance with Exhibit A, or in accordance with a Statement of Work, if applicable. Such Deliverables or Services, as appropriate, shall be itemized in and available under the Product & Pricing Schedule and may be acquired through properly issued Purchase Orders.

b) Any Purchase Order is subject to the terms of this Contract and shall remain in effect until Department acceptance of full Performance of all Deliverables and Services contained in the applicable Purchase Order, unless terminated sooner under the terms of this Contract. Neither party shall be bound by any additional terms different from those in this Contract that may appear on a Purchase Order or other form document issued by either party.

c) Contractor may supplement Exhibit B at any time to make additional products, services and related terms available to the State, provided that the effective date of each supplement is stated thereon. Any supplement shall be transmitted to the DAS with a cover letter documenting formal approval of the supplement by a Contractor representative legally empowered to so act. The supplement will only be deemed

accepted by DAS if it issues a Product Schedule Update letter to Contractor, indicating its concurrence with the supplement.

d) Notwithstanding any other provision of this Contract, no material change may be made to the Deliverables set forth in Exhibit A that alters the nature or scope of the Deliverables or their intended use. Any change in the Deliverables set forth in Exhibit B shall be conditioned upon the new product(s) being of a similar nature and having a similar use as the defined Deliverables. An update of the Deliverables or the addition of products that are related to or serve similar functions as the Deliverables is permissible only with the prior written approval of the DAS.

e) Beginning INSERT DATE from the Effective Date, Contractor, upon ninety (90) calendar days prior written notice to DAS, may update the pricing on Exhibit B effective July 1 of any State of Connecticut fiscal year, provided: (1) the Product Schedule Update is transmitted and approved in the same manner as described for supplements in subsection 3.c.; (2) no software license or Deliverable maintenance or service rate is increased within the first year following acceptance of a Deliverable; and (3) any such price increase shall not exceed the lesser of (i) INSERT PERCENT and (ii) the average annual percentage increase over the immediately preceding calendar year in the 'Consumer Price Index' – Hartford, Connecticut Average for all Urban Consumers (CPI-U) (All items, 1982-84 = 100) published monthly by the Bureau of Labor Statistics of the United States Department of Labor or, should that index cease to be published, the most comparable index published on a regular basis by the US Government since the later of the date of this Contract or Contractor's latest Product Schedule.

f) Contractor shall provide the State with a discount on any Product Schedule Update according to the discount, if any, shown on the Exhibit B.

g) The Department is authorized to use any Licensed Software solely for the State's business purposes in connection with the Deliverables. The right to use any such Licensed Software, unless expressly stated otherwise elsewhere in this Contract, shall be perpetual and nonexclusive.

h) No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Department issues a change order in accordance the provisions of Section 5.

i) The Department shall issue a Purchase Order when acquiring any Deliverable or Service available under this Contract and, if appropriate, a Statement of Work mutually acceptable to the purchasing Department and the Contractor.

4. PROJECT PERSONNEL

a) The Department shall designate a project administrator (the "Project Administrator"), who may be replaced at the discretion of the Department. The Project Administrator shall have the authority to act for the Department under this Contract for any Deliverable(s) initially acquired/installed from the Contractor and such authority shall continue to be in effect throughout the term of this Contract.

b) Department shall, in its discretion, have the right to require and approve Key Contractor Personnel. If Department is dissatisfied with the performance of any prior approved Key Contractor Personnel, Department shall notify Contractor of Department's desire to change any Key Contractor Personnel. Contractor shall make

such requested change within thirty (30) calendar days of the request for such change. Initial Key Contractor Personnel are as follows: INSERT NAMES.

5. CHANGE ORDERS

a) The Department may, at any time, with written notice to Contractor, request changes within the scope of Exhibit A or Statement of Work, if applicable. Such changes shall not be unreasonably denied or delayed by Contractor. Such changes may include, but are not be limited to, modifications or other changes required by new or amended State and/or Federal laws and regulations relating to functional requirements and processing procedures, or involving the correction of System deficiencies. Prior to expiration of any Warranty Period, any changes required because the System does not fully perform in accordance with this Contract, shall be made by Contractor without charge to the Department. Any investigation necessary to determine the source of the problem requiring the change shall be done by Contractor at its sole cost and expense.

b) A change order request may be issued only by the Department and must be in writing. As soon as possible after Contractor receives a written change order request, but in no event later than fifteen (15) calendar days thereafter, the Contractor shall provide the Department with a written statement confirming the change has no price impact on the Contract or, if there is a price impact, Contractor shall provide the Department a written statement explaining the price increase or decrease involved in implementing the requested change.

c) If the Department issues a change order requesting a change to the System to comply with changes to Federal or State law, or changes to regulations affecting the Department, the Contractor shall perform the changes at no additional cost to the Department.

d) No change order with a price impact will be effective until Contractor receives written confirmation from the Department.

6. DELIVERABLE INSTALLATION & DEINSTALLATION

a) Contractor shall provide all pre-installation and post-installation Deliverable compatibility system surveys, consultation, reference manuals, onsite operational training to facilitate proper installation and operation of all Deliverables.

b) Contractor represents and warrants that it shall complete installation of the System in accordance with the Contract.

c) Department ordered de-installation, relocation and, or, reinstallation of any system previously installed at a Department Site or Department designated Site shall be at Department's expense according to Contractor's prices then in effect for such services. If de-installation, relocation and, or, reinstallation of any system previously installed at a Department Site or Department designated Site is necessary due to Contractor error, the Department shall not incur expenses for such services.

7. DELIVERABLE EVALUATION & ACCEPTANCE

a) Any Deliverable furnished by Contractor under the terms of this Contract will be subject to User Acceptance Testing. User Acceptance Testing for each Deliverable begins as of the date the Department notifies

the Contractor in writing that the Deliverable provided for UAT has been successfully installed in the Department's development and testing computer environment and is ready for UAT. The following procedures will apply during UAT:

1) The Department shall provide Contractor with (a) written notice of Acceptance of the Deliverable or (b) a written statement which identifies in reasonable detail, with references to the applicable requirements, the deficiencies preventing Acceptance.

2) Contractor shall have five (5) business days, or such other period mutually agreed upon by the parties in writing, from the date it receives the notice of deficiencies to complete corrective actions to make Deliverable conform in all material respects to the applicable Specifications. The Department shall review the corrected Deliverable and notify Contractor in writing of acceptance or rejection in accordance with the foregoing provisions of this section.

3) The Acceptance Date for a Deliverable shall be the date of written notice of Acceptance of the Deliverable from Department to Contractor.

b) Upon Acceptance of each of the Deliverables required under Exhibit A, the Department shall perform UAT on the System prior for Acceptance prior to implementing the System in the Department's production environment. If UAT for the System is successfully completed, the Department shall in writing notify the Contractor of the Department's Acceptance the System, and the date of such notice will be the Acceptance Date for the System.

c) If requested by Contractor, Department shall complete Contractor's acceptance certificate, in a form reasonably acceptable to Department, so long as such certificate does not amend, alter or modify in any way the terms and conditions of this Contract or the obligations hereunder.

8. PAYMENTS AND CREDITS

a) The Department shall pay for Deliverables only upon acceptance of the Deliverable(s) pursuant to Section 7 and receipt of a properly documented invoice from the Contractor.

1. The Department shall pay Contractor within insert of days (#) days after the Deliverable Acceptance Date and receipt of Contractor's properly documented invoice, whichever is the later date.
2. All payments made prior to acceptance of the System shall be subject to a insert # percent (%) holdback, which will be retained by the Department.
3. The Department shall pay Contractor the total amount of all holdbacks within insert of days (#) days after the System Acceptance Date.

b) The State shall make all payments to the Contractor through electronic funds transfer via the Automated Clearing House ("ach"). Contractor shall enroll in ACH through the Office of the State Comptroller prior to sending any invoice to the State. The Contractor may obtain detailed information regarding ACH at: http://www.osc.ct.gov/vendor/directdeposit.html.

c) Contractor may assign any payments, in whole or in part, upon prior written notice to the Department and compliance with the requirements of the State's Comptroller's Office concerning such assignments. No

assignment of receivables by Contractor shall relieve Contractor of any obligations under this Contract without prior written Department consent in each such instance. Notwithstanding any such assignment, Contractor represents and warrants that the Deliverable shall be and remain free of any repossession or any Claims by Contractor or its successors and assigns, subject to the terms and conditions of this Contract.

d) Contractor shall furnish separate invoices for each Purchase Order and shall list each license charge, maintenance and support charge or other charge included in each invoice as separate line items.

9. LICENSED SOFTWARE MAINTENANCE & SUPPORT

a) After Acceptance of the System by the Department and throughout the duration of the Warranty Period, Contractor represents and warrants that maintenance and support services for the Licensed Software shall be provided to the Department at no additional cost:

1. Contractor shall provide reasonable and competent assistance in accordance with the requirements of Exhibit D;
2. Contractor shall provide Updates and Upgrades to the Licensed Software at no additional cost to Department;
3. Contractor shall update any Deliverable, if and as required, to cause it to operate under new versions or releases of the operating system(s), database system(s), application servers or report servers that comprise the Department's computer operating environment;

b) Upon expiration of the Warranty Period, maintenance and support services for the Licensed Software shall be provided by the Contractor on an annual basis if requested by the Department. Contractor shall invoice the Department on a quarterly basis in accordance with the Product & Pricing Schedule.

c) Provided the Department is current on its maintenance and support payments, the Contractor shall provide the following maintenance and support services for the Licensed Software:

1. Contractor shall provide reasonable and competent assistance in accordance with the requirements of Exhibit D;
2. Contractor shall provide Updates and Upgrades to the Licensed Software at no additional cost;
3. Contractor shall update any Deliverable, if and as required, to cause it to operate under new versions or releases of the operating system(s), database system(s), application servers or report servers that comprise the Department's computer operating environment.

d) Contractor shall maintain sufficient and competent Deliverable support services staff to satisfy the Contractor obligations specified herein for any Deliverable.

e) Contractor shall have access to any Deliverable to provide required services thereon, subject to the Department's access and security policies.

f) Contractor shall maintain at all times a copy of the most current version of the Licensed Software installed at the Department.

g) Contractor shall provide a complete list of any platform requirements and specifications to provide technical support services.

h) If a Deliverable becomes not usable due to new versions or releases of the operating system(s), database system(s), application servers or report servers that comprise the Department's computer operating environment, the Contractor shall have thirty (30) days from the date of written notification by the Department provide an Update to restore functions to the standards required under this Contract. If the Contractor fails to provide such Update, the Department may cease payments for maintenance and support until such time the Deliverable and System operates in conformance with the Specifications and may require Contractor reimburse the Department for any maintenance and support amounts paid by the Department for the period during which the Deliverable(s) or System were not usable. If, after the expiration of thirty (30) days from the date of said notification, the Deliverable remains not usable, then the applicable license may be terminated at the option of said Department without further obligation or liability.

i) Maintenance and support shall automatically renew for successive twelve (12) month periods unless thirty (30) days prior written notice of termination is provided to the Contractor by DAS before the end of the then current term of maintenance and support services.

j) The Department may cancel maintenance and support at any time and Contractor shall reimburse the Department on a pro-rata basis for the balance of the pre-paid maintenance period.

k) If the Department allows maintenance and support services to lapse, the Department may at any time reinstate maintenance and support services with fifteen (15) day advance written notice to the Contractor. Upon such reinstatement, the Department will be responsible for payment of the maintenance and support fees beginning the date Contractor commences maintenance and support services. The Department shall not be responsible for payment of any separate fees or penalties in order to reinstate maintenance or support services.

10. RESERVED

11. SYSTEM RELIABILITY

a) The reliability, at any point in time, of the System shall be determined by the System's operational capability for productive Department use as configured and installed within the specified operating environment. Continued acceptability of the reliability of the System's performance shall be based on the Department's experienced rate of recoverable and non-recoverable System operating errors or failures that preclude productive Department use of the System according to the requirements of this Contract and Contractor operating specifications.

b) The required reliability (Computed % Reliability) for the System (exclusive of scheduled and routine maintenance) during any calendar month is ninety-nine point nine percent (99.9%) uptime availability for aforesaid productive Department use, computed as follows:

$$\text{Computed \% Reliability} = \frac{\text{(Available-Time-per-Month)} - \text{(Downtime-per-Month)}}{\text{(Available-Time-per-Month)}}$$

(Available-Time-per-Month)

with Available-Time-per-Month equated to 24 hours times the number of days in the month, which shall be deemed to correspond to POP during each calendar month and Downtime-per-Month equated to those hours of Available-Time-per-Month during which the Department or any specific site is precluded from aforesaid productive System use. EXAMPLE:

Given: Available-Time-per-Month was 720 hours.

Downtime per-Month was 3.60 hours.

$$\text{Then: Computed \% Reliability} = \frac{(720 - 3.60)}{720} = 99.5\%$$

c) A given instance of System downtime shall start after receipt by the Contractor of a Department service request to remedy any operational System deviation, error, or failure condition(s), and end with documented proof, reasonably acceptable to the Department by Contractor to the Department that such System status has been fully restored to the applicable agreed operational specifications and made ready for productive Department use. However, the calculated time period of such an instance of System downtime shall exclude the following periods:

1. Any nonproductive System use time caused by the Department or the Department's authorized third party and not related to a deficiency in the System.
2. Any time during which the Department fails to make the System available for Contractor's remedial service.
3. Any downtime investigated by Contractor which is then determined by the Contractor and the Department to be a non-downtime instance following such investigation.

12. SYSTEM WARRANTIES

a) Contractor represents and warrants that the System shall conform to the terms and conditions of this Contract and the Specifications, and be free from defects in material and workmanship upon the Acceptance Date of the System by the Department and for a minimum period through the Warranty Period.

b) Additionally, during the Warranty Period for the System, Contractor shall modify, adjust, repair and/or replace such Deliverable(s), at no charge to Department, as necessary to maintain ongoing System reliability according to Section 11.

c) If the ongoing Performance of Contractor’s maintenance and support of the System or the performance of the System do not conform to Section 11, DAS or the Department shall give Contractor written notice of performance deficiencies. Contractor shall then have not more than a thirty (30) calendar day period, unless otherwise permitted by the Department, to correct the applicable deficiency and restore the functioning of the System to a level of operation that meets the requirements of this Contract.

d) In the event of a material default by the Contractor under the subsection above, in addition to any other rights or remedies provided in this Contract, DAS may, by written notice to Contractor, terminate this Contract. In event of such termination, if the material default is such that the System cannot conform to the

requirements of Section 11, the Contractor shall reimburse the Department all monies paid by Department to Contractor in connection with Exhibit A or Statement of Work, whichever is applicable.

13. OTHER WARRANTIES

a) Unless expressly stated otherwise in this Contract, Contractor hereby warrants that a Deliverable installed by Contractor, or installed by the Department in accordance with Contractor's instructions, shall function according to the Specifications on the Acceptance Date for such Deliverable, and that Contractor shall modify and/or replace such Deliverable as necessary to maintain ongoing reliability according to Section 11. This latter warranty shall not apply to any Deliverable deficiency caused by maintenance by a person other than the Contractor or its representative.

b) If the ongoing performance of the Deliverable does not conform to the Specifications on the Acceptance Date for such Deliverable and the System consequently fails to conform to the Section 11 provisions of this Contract, Department shall give Contractor written notice of performance deficiencies. Contractor shall then have not more than a ten (10) calendar day cumulative cure period per twelve (12) month period to correct such deficiencies. If the cumulative number of days in a twelve (12) month period is exceeded, and said performance continues to be in nonconformance with said Section 11, the Contractor shall be in material default of this Contract and DAS, at its option, may thereupon take any one or more of the following actions:

1. if the Warranty Period has not expired, terminate this Contract;
2. Require Contractor replace said Deliverable at Contractor's expense with a functional Deliverable or competent Service;
3. Terminate the Deliverable license or service without fee or charge to the Department, or further obligation or financial liability. In the event of such termination, the Contractor shall refund to the Department all monies paid to the Contractor no later than 15 days after termination, according to the following schedule:

    (i) if termination is of a lump-sum payment perpetual license, repayment shall be determined by the point in the Term in which the Acceptance Date of the terminated Deliverable occurred:

        a. 1st - 12th month: 100% of license fee paid
        b. 13th - 24th month: 75% of license fee paid
        c. 25th - 36th month: 50% of license fee paid
        d. 37th month and over: 25% of license fee paid

    (ii) if termination is of associated services, or a periodic payment license, or a lump-sum payment non-perpetual license, all fees paid by the Department to the Contractor during the period following the event of material default shall be returned.

c) The Contractor neither excludes nor modifies the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables offered under the terms and conditions of this Contract.

14. LICENSED SOFTWARE

a) The Department shall have a perpetual and non-exclusive license to use the Licensed Software for the Department's own operations and purposes. The Department shall have the right to provide other State entities and third parties access to the System, including the right to host the System.

b) For the duration of the license, Department may make and maintain copies of the Licensed Software.

c) In the event any Licensed Software Deliverable becomes the actual or prospective subject of any patent, copyright, license & proprietary rights claim or proceeding, Contractor may, at its discretion:

1. Modify the Deliverable or substitute another equally suitable Deliverable (provided that the performance of the modified or substitute Deliverable equals or exceeds that of the original Deliverable);
2. Obtain for the State or Department the right to continued use of the Deliverable; or
3. If use of the Deliverable is prevented by injunction, take back the Deliverable and credit the State or Department for any charges as a result of enjoined use as follows:
    a. If the Deliverable is a periodic payment license, Contractor shall promptly refund the Department the amount of the fees paid to the Contractor for the portion of the applicable term found to be infringing.
    b. If the Deliverable is a lump-sum payment license, Contractor shall promptly refund the Department any license fee paid by the Department to the Contractor for the Licensed Software Deliverable as determined by the point in the Term in which the Acceptance Date of the terminated Deliverable occurred:
        1. 1st - 12th month: 100% of license fee paid
        2. 13th - 24th month: 75% of license fee paid
        3. 25th - 36th month: 50% of license fee paid
        4. 37th month and over: 25% of license fee paid

d) Contractor shall not have any liability for any infringement claim or proceeding based on the Department's use of a Deliverable for which it was neither designed nor intended.

e) Any and all inventions or improvements to computer programs and/or base software specifically developed by the Contractor and paid for by the Department pursuant to this Contract will be owned by the State. The State shall retain all ownership rights to any such inventions or improvements.

f) Contractor shall provide to the Department reproductions of the patent, copyright, license or proprietary rights information notices which are applicable and were affixed to original Deliverables. Once the Department receives those notices, the Department shall promptly affix them to any copies made of the Deliverable. The Department shall maintain the confidentiality of any such Licensed Software Deliverable consistent with its privileged nature, and shall not divulge the Deliverable or make it available to any third party, except as may be noted elsewhere in this Contract or as it may be required under the Connecticut Freedom of Information Act. This obligation survives the expiration or early termination of this Contract.

g) Any Alteration of a Licensed Software Deliverable that changes the operation or functionality of the Licensed Software Deliverable by the Department without prior written consent of Contractor shall void the obligations of Contractor under Section 9, 11, 12 and 13 for such Deliverable.

h) Neither the State nor the Department will reproduce, create derivative works, translate, reverse engineer or decompile the Licensed Software, in whole or in part, nor create or attempt to create, by reverse engineering or disassembling of the design, algorithms or other proprietary trade secrets of the Licensed Software.

i) The Department shall use the Licensed Software only in the pursuit of its own business operations.

j) Contractor shall escrow the Source Code with an independent third party escrow service provider reasonably acceptable to the Department. The Department will be responsible for the actual cost of such escrow service, or if applicable, the Departments pro-rata share of the costs of the escrow service. The Contractor shall meet the following escrow requirements:

1. Contractor shall arrange for a complete copy of the version of the Source Code delivered to the Department to be deposited with the escrow agent _____ has under contract on the date of Acceptance of System by the Department ("Escrow Date"). On the Escrow Date, the Contractor shall provide the Department with written confirmation that Contractor or _____ has made such a deposit. Contractor shall arrange for updates of the escrow deposit with all modifications and changes to the Licensed Software which have been implemented by the Department and shall deposit a renewed copy of such Source Code whenever the Licensed Software has been updated by the Licensed Software supplier, subject to the Department's implementation of such update. The Source Code deposited shall include comments, explanations, and instructions to compile the Licensed Software, and all Licensed Software utilities and other materials necessary for use of the Source Code. The costs of the escrow shall be paid by the Contractor upon receipt of such payment from the Department.
2. The Release Conditions shall be (i) the bankruptcy of _____; (ii) the liquidation, dissolution or winding up of _____; (iii) the Contractor ceases to provide support and maintenance services; (iv) a breach of this Contract that is not cured in accordance with the requirements of this Contract; (v) failure to Perform in accordance with the requirements of Exhibit D. If Source Code is released to the State under this Contract, the Licensed Software provider shall continue to possess ownership rights for the Source Code, and the Department shall have the right to use, copy and modify the Source Code solely in order to use and support the Licensed Software in accordance with the purposes of this Contract, including the right to engage the services of a third party to assist the Department to use and support the Licensed Software.

15. CONFIDENTIALITY; NONDISCLOSURE

a) The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor Licensed Software as the State does its own property of a similar nature and shall take reasonable steps to assure that neither the Licensed Software nor any part thereof received by the State under this Contract shall be disclosed for reasons other than its own business operations. Such prohibition on

disclosures shall not apply to disclosures by the State to its employees or its representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State shall take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this section shall be subject to the State of Connecticut Freedom of Information Act, as amended.

b) All Records, including any data owned by the State in any form, in the possession of the Contractor or Contractor Parties must remain within the United States and may not be stored, hosted or otherwise maintained outside of the United States.

16. PROTECTION OF CONFIDENTIAL INFORMATION

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

b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

3. A process for reviewing policies and security measures at least annually;

4. Creating secure access controls to Confidential Information, including but not limited to passwords; and

5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

c) The Contractor and Contractor Parties shall notify DAS, the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the

Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to 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 Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Department, any State of Connecticut entity or any affected individuals.

d) The Contractor shall incorporate the requirements of this section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this section.

e) Nothing in this section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or any provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

17. RESERVED

18. RISK OF LOSS & INSURANCE

a) The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverable is in transit, or while in the Department's possession, except when such loss or damage is due directly to the Department's negligence or intentional misconduct. Nothing in this section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

b) Throughout the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than $1,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of $2,000,000.00 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such insurance policy or policies shall name the State as additional insured. Contractor shall provide the State a certificate of insurance evidencing the above coverage on an annual basis and shall not begin performance of the Services until such a certificate has been provided to DAS, and, if requested, the Department.

c) During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of $1,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance of the Services until such a certificate has been provided to the Department.

d) Throughout the Term, Contractor shall carry, at Contractor's sole cost and expense, an Information Security Privacy insurance policy with limits not less than $1,000,000 per occurrence or claim, $1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, release of Confidential Information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

e) All insurance with the exception of the professional liability insurance required under (c) above must be written on an occurrence basis as opposed to "claims made" basis.

19. DELIVERABLE ALTERATIONS

a) This section applies only to Deliverables that do not include or incorporate Licensed Software as an operational component and applies only to Alterations made during the Warranty Period.

b) During the Warranty Period, Alterations of a Deliverable may be made by the Department only with the prior written consent of Contractor and/or manufacturer. Such consent shall not be unreasonably withheld or delayed and shall be provided without cost to the Department.

20. FORCE MAJEURE

Neither party shall be responsible for delays or failures in its obligations herein due to any cause beyond its reasonable control. Such causes shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war or the public enemy, acts of terrorism, unavailable raw materials, telecommunication or power failure, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

21. ANTITRUST

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

22. GENERAL PROVISIONS

a) Section headings and document titles used in this Contract are included for convenience only and shall not be used in any substantive interpretation of this Contract.

b) If any term or condition of this Contract is decided by a proper authority to be invalid, the remaining provisions of the Contract shall be unimpaired and the invalid provision shall be replaced by a provision which

comes closest to the intention underlying the invalid provision. Contractor shall comply with the statutes, regulations, Executive Orders and policies incorporated into this Contract to the extent that such statutes, regulations, Executive Orders and/or policies are applicable to Contractor in connection with its Performance under this Contract.

c) The failure at any time by either party to this Contract to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The failure of either party to enforce or pursue a right or remedy shall not constitute a waiver of the right or remedy itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.

d) In any case where the consent or approval of either party is required to be obtained under this Contract, such consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of that party. Such consent or approval shall apply only to the given instance, and shall not be deemed to be a consent to, or approval of, any subsequent like act or inaction by either party.

e) The Department shall not remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.

f) Except as may be otherwise provided for in this Contract, the Department shall not assign, mortgage, alter, relocate or give up possession of any Deliverable to which Contractor retains title without the prior written consent of Contractor.

g) Contractor represents and warrants that it shall not, without prior written consent from the State, make any reference to the Department or the State in any of Contractor's advertising or news releases. The Contractor may use the State's and/or the Department's name as a specific citation within proposals it submits.

h) Contractor shall execute any and all documents or to take any actions which may be reasonably necessary to perfect the rights granted to the State in Section14.

i) Neither Department nor Contractor's personnel who had substantive contact with personnel of the other in the course of the Performance of the Services hereunder shall directly or indirectly employ, solicit, engage or retain the services of such an employee of the other party to this Contract during its Term and for a period of one year from the Termination of this Contract or such longer period as may be required by State statute. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

j) The Department shall cooperate with Contractor in the Performance by Contractor of the services hereunder, including, (i) providing Contractor with adequate working space, equipment and facilities and timely access to data, information, and personnel of the State; (ii) providing experienced and qualified personnel to perform their assigned tasks and duties in a competent and timely fashion; (iii) providing a stable, fully functional system infrastructure environment which will support the Deliverables and allow Contractor and the Department to work productively; and (iv) promptly notifying Contractor of any issues, concerns or disputes with respect to the services provided by Contractor hereunder. The Contractor shall not be responsible for, among other things, the performance of the Department's personnel and agents, and the accuracy and completeness of all data and information provided to Contractor by the Department for purposes of the performance of the services hereunder.

k) Each of the State and Contractor is an independent contractor and neither of them is, nor shall be

considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative.

l) Contractor may (i) provide any Services to any person or entity, and (ii) develop for itself, or for others, materials or processes including those that may be similar to those produced as a result of the services hereunder, provided that, Contractor complies with its obligations of confidentiality set forth in Sections 14, 15 and 16.

m) All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

23. COMMUNICATIONS

a) Unless notified otherwise by the other party in writing, correspondence, notices, and coordination between the parties to this Contract as to general business matters or the terms and conditions herein shall be directed to:

State: State of Connecticut, Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103
Attention: Aimee Cunningham

Contractor:

b) Details regarding Contractor invoices and all technical or day-to-day administrative matters pertaining to any Deliverable shall be directed to:

Department: The individual specified in the applicable Purchase Order

Contractor: The individual designated by Contractor in their Proposal or as the Contractor may otherwise designate in writing to the Department.

24. INTENTIONALLY OMITTED

25. WHISTLEBLOWER PROVISION

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. 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 the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent 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 provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

26. DISCLOSURE OF PUBLIC RECORDS PROVISION

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

27. FORUM AND CHOICE OF LAW

The parties deem the Contract 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.

28. BREACH

a) If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party by overnight or certified mail, return receipt requested, to the most current address the breaching party has furnished for the purposes of correspondence and afford the breaching party an opportunity to cure within thirty (30) days from the date that the breaching party receives the notice. In the case of a Contractor breach, DAS may set forth any period greater or less than thirty (30) days, so long as such time period is otherwise consistent with the provisions of this Contract (for the purposes of this paragraph, the time period set forth by the non-breaching party shall be referred to as the "right to cure period"). 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.

b) In the event of a breach, DAS may require the Contractor to prepare and submit to DAS or the Department a Corrective Action Plan in connection with an identified breach. The Corrective Action Plan shall provide a detailed explanation of the reasons for the cited deficiency(ies), the Contractor's assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency(ies). The Contractor shall submit the Corrective Action Plan within ten (10) business days following the request for the plan by the State and is subject to approval by the Department or DAS, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Contractor remains responsible for achieving all Performance criteria. The acceptance of a Corrective Action Plan shall not excuse prior substandard Performance, relieve Contractor of its duty to comply with Performance standards, or prohibit the State from pursuing additional remedies or other approaches to correct substandard Performance.

c) The written notice of the breach may include an effective Termination date. If the identified breach is not cured by the stated Termination date, unless otherwise modified by the non-breaching party in writing prior to such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, the non-breaching party shall be required to provide the breaching party no less than twenty four (24) hours written notice prior to terminating the Contract, such notice to be provided in accordance with Section 29(c).

d) If the Department reasonably and in good faith determines the Contractor has not Performed in accordance with the Contract, the State may withhold payment in whole or in part in an amount reasonably related to the non-performance pending resolution of the Performance issue, provided that the State notifies the Contractor in writing prior to the date that the payment would have been due.

e) Notwithstanding any provisions in this Contract, DAS may terminate this Contract with no right to cure period for Contractor's breach or violation of any of the provisions in the section concerning Representations and Warranties and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

f) Termination under this Breach section is subject to the provisions of the Termination section in this Contract.

29. TERMINATION

a) Notwithstanding any provisions in this Contract, the DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which

notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from the DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Department all Records. The Records are deemed to be the property of the Department and the Contractor shall deliver them to the Department no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Department for the Records. 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) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

e) The Department shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Department, in addition to all reasonable costs, incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Department is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS, the Contractor shall assign to DAS or the Department, or any replacement contractor which DAS or the Department designates, all subcontracts, purchase orders, and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS may request.

f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of the Contract by the State.

30. REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the State for itself and the Contractor Parties that:

a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;

b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;

c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;

f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity terminated for breach or default;

h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

i) to the best of their knowledge, there are no Claims involving the Contractor or 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;

j) they shall disclose, to the best of their knowledge, to the State in writing any Claims involving them 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 twenty (20) calendar days after becoming aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;

k) their participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

l) the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;

m) they are able to Perform under the Contract using their own resources or the resources of a party who was not a proposer;

n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and require that provision be included in any contracts and purchase orders with such Contractor Parties;

o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

p) they are not delinquent in the payment of unemployment compensation contributions;

q) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

r) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;

s) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than

fifteen (15) days after receiving a request from DAS or the Department, such information as DAS or the Department may require to evidence, in their sole determination, compliance with this section;

t) they either own or have the authority to use all the Goods;

u) to the best of Contractor's knowledge, the Goods do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;

v) the Department's use of any Goods in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

w) if they procure any Goods, they shall sub-license such Goods and that the Department shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and

x) they shall assign or otherwise transfer to the Department, or afford the Department the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Department.

31. DISCLOSURE OF CONTRACTOR PARTIES LITIGATION

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 twenty (20) calendar days after becoming aware of any such Claims. Disclosure shall be in writing.

32. STATE COMPTROLLER'S SPECIFICATIONS

In accordance with Conn. Gen. Stat. § 4d-31, this Contract is deemed to have incorporated within it, and the Contractor shall deliver the Goods and Services in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the Contractor or Contractor Parties, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

33. CHIEF INFORMATION OFFICER SUBCONTRACT APPROVAL

In accordance with Conn. Gen. Stat. § 4d-32, the Contractor shall not award a subcontract for work under this Contract without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract. The Contractor shall deliver a copy of each executed subcontract or amendment to the subcontract to the Chief Information Officer, who shall maintain the subcontract or amendment as a public record, as defined in Conn. Gen. Stat. § 1-200.

34. RIGHTS TO AND INTEGRITY OF PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither the Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither the Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which the Contractor or Contractor Parties possess, modify or create pursuant to this Contract or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4-33, as it may be modified from time to time.

35. PUBLIC RECORDS AND FOIA

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to the Contractor or Contractor Parties shall remain a public record for the purposes of Conn. Gen. Stat. § 1-210(a). With regard to any public records, the State, the Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Conn. Gen. Stat. §1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

36. DISCLOSURE OF PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-36, neither the Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract and (b) which a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

37. PROFITING FROM PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-37, neither the Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Contract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

38. CONTRACTOR'S OBLIGATION TO NOTIFY DAS CONCERNING PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

39. GENERAL ASSEMBLY ACCESS TO RECORDS

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DAS records that is not less than the access that said committee and such offices have on July 1, 1997.

40. CONTINUITY OF SYSTEMS

a) This section is intended to comply with Conn. Gen. Stat. §4d-44, as it may be amended.

b) The Contractor acknowledges that the Systems and associated services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, as it may be amended, if the work under the Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then the Contractor shall cooperate fully with the State, and do and Perform all acts and things that DAS deems to be necessary or appropriate, to ensure continuity of state agency information system and telecommunication system facilities, equipment and services so that there is no disruption or interruption in Performance as required or permitted in the Contract. The Contractor shall not enter into any subcontract for any part of the Performance under the Contract without approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32, as it may be amended, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44, as it may be amended, as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to DAS or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning the Contract.

c) The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to the State the following:

1. facilities and equipment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all facilities and equipment related to or arising out of the Contract, subcontract or amendment, no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver the facilities and equipment to DAS, during DAS's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all related passwords and security codes;
2. software Deliverables created or modified pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above,

in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other location which DAS identifies, all Deliverables, no later than 10 days from the date that the work under the SOW or Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver such Deliverables to DAS, during DAS's business hours, in good working order, and if equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Deliverable-related operation manuals and other documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Contract or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and

3. Public Records, as defined in Conn. Gen. Stat. §4d-33, as it may be amended, which the Contractor or Contractor Parties possess or create pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all Public Records created or modified pursuant to the Contract, Statement of Work, subcontract or amendment and requested in writing by DAS (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Public Records and (2) 10 days from the date that the work under the Contract or Statement of Work is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to DAS those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. The Contractor shall deliver to DAS, during DAS's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

d) If the Contractor employs former State employees, the Contractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. The Contractor shall include language similar to this section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

41. TANGIBLE PERSONAL PROPERTY

a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

1. For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
3. The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
4. The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in Section 12-1 of the general statutes, that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

42. INDEMNIFICATION

a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning 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 non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

c) 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.

d) 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.

e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

43. SOVEREIGN IMMUNITY

The parties acknowledge and agree that nothing in 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.

44. SUMMARY OF STATE ETHICS LAWS

Pursuant to the requirements of Section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to Section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

45. AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS.

a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.

e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

g) The Contractor shall incorporate this entire section verbatim into any contract or other agreement that it enters into with any Contractor Party.

46. CAMPAIGN CONTRIBUTION RESTRICTION

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

47. EXECUTIVE ORDERS

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning

violence in the workplace, all of which are incorporated into and are 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 No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and 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 in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

48. NONDISCRIMINATION

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;
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, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3),or (4).

b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to [insure] ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and 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 Contract 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.

49. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

(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 Department is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and

(d) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and

(e) The Contractor and the Department agree to the following in order to secure compliance with 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 section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.

(2) "Business Associate" shall mean the Contractor.

(3) "Covered Entity" shall mean the Department.

(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 or her designee.

(11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

(12) "This Section of the Contract" refers to the HIPAA provisions stated herein, in their entirety.

(13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

(14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.

(15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.

(g) Obligations and Activities of Business Associates.

(1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

(2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.

(3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

(5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.

(6) Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.

(7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.

(8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.

(9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.

(10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(12) Business Associate agrees to comply with any State or federal law that is more stringent than the Privacy Rule.

(13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.

(14) In the event that an Individual requests that the Business Associate

(A) restrict disclosures of PHI;

(B) provide an accounting of disclosures of the Individual's PHI;

(C) provide a copy of the Individual's PHI in an Electronic Health Record; or

(D) amend PHI in the Individual's Designated Record Set the Business Associate agrees to notify the Covered Entity, in writing, within five 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 or has done to investigate the Breach, to mitigate losses, and to protect against any further Breaches.

5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, 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 website and a postal address. Business Associate agrees to include in the notification of a Breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Business Associate.

(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 in accordance with Section 11 of the Contract; 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 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 HIPAA Standards 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 HIPAA, the HITECH Act and the HIPAA Standards (all as amended).

(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 HIPAA, the HITECH Act and the HIPAA Standards (all as amended). Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, HIPAA, the HITECH Act and the HIPAA Standards. (all as amended).

(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, the HIPAA Standards, or the HITECH Act (all as amended), 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.

50. OWNERSHIP OF DATA

a) All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data existing in electronic, magnetic or any other tangible or intangible form (for purposes of this Ownership of Data Section, "Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Department or Contractor and Contractor Parties directly or indirectly in connection with this Contract at all times is and will always remain vested in the State. At no time will Contractor have Title to such Data, wherever located.

b) At no cost to the State the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Department or (ii) Termination for any reason, deliver and transfer possession to the Department all of the Data, in a format acceptable to the State.

c) At no cost to the State, the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Department, (ii) receiving final payment from the Department, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.

d) The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the Department shall constitute, without more, a de facto breach of this Contract. Consequently, the Contractor shall indemnify and hold harmless the Department and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, "Perform" shall include,

but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Department and the State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Department, such information as the Department may identify to ensure, in the Department's sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

51. TERMS AND CONDITIONS

Any and all Purchase Orders, Product Schedule Updates, Statement of Works or other documents authorized in connection with this Contract shall be subject to the terms and conditions of this Contract. Any terms or conditions contained in any such Purchase Order, Product Schedule Update, Statement of Work or other document shall have no force or effect and shall in no way affect, change or modify any of the terms and conditions of this Contract.

52. WORKERS' COMPENSATION

The Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of $100,000 for each accident, $500,000 for disease, and $100,000 for each employee, per policy period.

53. ENTIRETY OF CONTRACT

This Contract includes the SIGNATURE PAGE OF CONTRACT. To the extent the provisions of any exhibits or attachment referenced in the Contract do not contradict the provisions of Sections 1-53 of this Contract, said documents, exhibits and/or attachments are incorporated herein by reference and made a part hereof as though fully set forth herein. This Contract, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

SIGNATURE PAGE OF CONTRACT

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

[AWARDED CONTRACTOR]	STATE OF CONNECTICUT Department of Administrative Services
BY: _____	BY: _____
NAME:	NAME: Aimee Cunningham
TITLE:	TITLE: Contract Specialist
Duly Authorized	Duly Authorized
DATE: _____	DATE: _____

APPROVED AS TO FORM:
STATE OF CONNECTICUT
Office of the Attorney General

BY: _____
NAME: Joseph Rubin
TITLE: Assistant Deputy Attorney General
DATE: _____

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

This document will be completed when the contract has been awarded.

EXHIBIT B **CONTRACT NO: 18PSX0213**

PRICE SCHEDULE

Rev. 3-25-19 Prev. Rev. 2015

CONTRACTOR NAME:		
DELIVERY:		PROMPT PAYMENT TERMS:

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE

Bid/RFP Number: 18PSX0213
EXHIBIT C

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 of 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 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.