

Elizabeth Basso
Contract Specialist

860-713-5611
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

12PSX0379

Contract Award Date:

25 November 2014

Proposal Due Date:

20 June 2013

SUPPLEMENT DATE:

March 28, 2018

CONTRACT AWARD SUPPLEMENT #5

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Information Technology Strategic Services: Managerial/Advisory SME Consulting Services**

FOR:
Department of Administrative Services, All Using State Agencies,
Political Subdivisions, Municipalities
450 Columbus Boulevard, Hartford, CT 06103

TERM OF CONTRACT:

March 31, 2019

AGENCY REQUISITION NUMBER:

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
\$0	\$0	\$0	\$0

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

New contact information. No changes to name or FEIN.

Company Name: EMC

Company Address: 2150 Post Road, 5th Floor, Fairfield, CT 06824

Tel. No.: 203.231.9244

Contact Person: Jon Hogleund

Contact Person Address: 2150 Post Road, 5th Floor, Fairfield, CT 06824

Company E-mail Address: jonathan.hogleund@dell.com

Company Web Site: www.dellemc.com

Remittance Address: 4246 Collections Center Drive, Chicago, IL 60693

PO email: jonathan.hogleund@dell.com

PLEASE NOTE:

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

ELIZABETH BASSO

Contract Specialist

(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
RFP-37 Rev. 11/22/16
Prev. Rev. 4/28/14

Elizabeth Basso
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860-713-5611
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

12PSX0379

Contract Award Date:

25 November 2014

Proposal Due Date:

20 June 2013

SUPPLEMENT DATE:

19 September 2017

CONTRACT AWARD SUPPLEMENT #4

IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Information Technology Strategic Services: Managerial/Advisory SME Consulting Services

FOR:
Department of Administrative Services, All Using State
Agencies, and Political Subdivisions

TERM OF CONTRACT:
Extended through March 31, 2019

AGENCY REQUISITION NUMBER:

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE

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PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

CONTRACT TERM EXTENDED THROUGH MARCH 31, 2019

PLEASE NOTE:

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

ELIZABETH BASSO

Contract Specialist

(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
RFP-37

Elizabeth Basso
Contract Specialist

860-713-5611
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

12PSX0379

Contract Award Date:

25 November 2014

Proposal Due Date:

20 June 2013

SUPPLEMENT DATE:

September 1, 2015

CONTRACT AWARD SUPPLEMENT #3

IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Information Technology Strategic Services: Managerial/Advisory SME Consulting Services

FOR:
Department of Administrative Services, All Using State
Agencies, and Political Subdivisions

TERM OF CONTRACT:
25 November 2014 through 24 November 2017

AGENCY REQUISITION NUMBER:

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
\$50,000.00	\$0.00	\$0.00	\$50,000.00

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

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PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Change to EMC Product & Pricing Schedule:

Supplement adds Director level Consultant effective September 1, 2015.

Please see updated Schedule

PLEASE NOTE:

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

ELIZABETH BASSO

Contract Specialist

(Original Signature on Document in Procurement Files)

**EXHIBIT 3
PRODUCT & PRICING
SCHEDULE
Supplement 3, Dated 9/1/15**

NO: 12PSX0379

PROPOSER NAME:	EMC Corporation			
		TERMS: Net 45 Days	CASH DISCOUNT: %	Days

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	UNIT PRICE
	Senior Project Manager		
1.	a). Application and End User Services	/Hour	\$235.00
2.	b). Cloud and Data Center Services	/Hour	\$265.00
	Project Manager		
3.	a). Application and End User Services	/Hour	\$213.00
4.	b). Cloud and Data Center Services	/Hour	\$265.00
	Program Manager		
5.	a). Application and End User Services	/Hour	\$257.00
6.	b). Cloud and Data Center Services	/Hour	\$274.00
7.	Solution Architect	/Hour	\$226.00
8.	Senior Consultant	/Hour	\$243.00
9.	Advisory Solution Architect	/Hour	\$272.00
10.	Advisory Consultant	/Hour	\$281.00
11.	Consultant	/Hour	\$203.00
12.	Director Level Consultant (Eff. 9/1/15)	/Hour	\$325.00

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STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

12PSX0379

Contract Award Date:

25 November 2014

Proposal Due Date:

20 June 2013

SUPPLEMENT DATE:

16 April 2015

CONTRACT AWARD SUPPLEMENT #2

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Information Technology Strategic Services: Managerial/Advisory SME Consulting Services

FOR:
Department of Administrative Services, All Using State Agencies, and Political Subdivisions

TERM OF CONTRACT:
April 7, 2015 through November 24, 2017

AGENCY REQUISITION NUMBER:

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
		\$10,000,000.00	\$10,000,000.00

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CONTRACTOR INFORMATION:

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ADDS CONTRACTOR:

Company Name: **Accenture LLP**

12PSX0379AD

Core Vendor ID:000011737

Company Address: 11951 Freedom Drive, Reston, VA 20190

Tel. No.: (917) 520-0092

Contact Person: Ryan Oakes

Company E-mail Address and/or Company Web Site: ryan.m.oakes@accenture.com

www.accenture.com

Certification Type (SBE, MBE or None): None

Prompt Payment Terms: 0% 00 Net 45

PLEASE NOTE:

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APPROVED _____

ELIZABETH BASSO

Contract Specialist

(Original Signature on Document in Procurement Files)

INFORMATION PROCESSING SYSTEMS AGREEMENT

12PSX0379

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

And

ACCENTURE LLP

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**EXHIBIT 1 – NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND
PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION
AND SOLICITATION LIMITATIONS**

EXHIBIT 2 – DELIVERABLES DOCUMENT

EXHIBIT 3 – PRODUCT & PRICING SCHEDULE

This Information Processing Systems Agreement ("Agreement" or "Contract") is made by and between the **STATE OF CONNECTICUT** ("State"), acting by its **Department of Administrative Services** ("DAS") located at 165 Capitol Avenue, Hartford, CT 06106, under the authority of Sections 4d-2, 4d-5 and 4d-8 of the Connecticut General Statutes, and **Accenture LLP** ("Contractor"), having its principal place of business at 161 N Clark Street, Chicago, IL 60601.

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 AGREEMENT

This Agreement 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 three (3) years from the Effective Date. DAS, in its sole discretion, may extend this Agreement, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.

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2. DEFINITIONS

- a) **Acceptance:** Determination made by the Department that the Deliverable or Service satisfy requirements of the Agreement and applicable SOW.
- b) **Acceptance Date:** The date the Department accepts the Deliverable or Service.
- c) **Alteration:** The modification, changing, refashioning, remodeling, remaking, revising or reworking of any 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 Agreement 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 19
- i) **Deliverable:** Any work product, service, or warranty that is required to be delivered to the Department under this Agreement (including any exhibits), whether produced by the Contractor or by a third party as a subcontractor to the Contractor.
- j) **Deliverables Document:** Exhibit 2 to this Agreement - Document which sets forth and describes the Services and Deliverables that are to be provided or made available under this Agreement and the specific requirements and terms applicable to those Services and Deliverables.
- k) **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 Agreement.
- l) **Goods:** For the purposes of this Agreement, all things which are movable at the time that this Agreement is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation and set forth in Exhibit 2 or Exhibit 2, or both.

- m) **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.
- n) **Perform:** For the purposes of this Agreement, the verb “to perform” and the Contractor’s performance set forth in this Agreement and its exhibits are referred to as “Perform,” “Performance” and other capitalized variations of the term.
- o) **Product & Pricing Schedule:** Exhibit 3 to this Agreement - Document which lists the Deliverables and Services available under this Agreement and establishes the component or unit pricing and price schedules for each Deliverable and Service available pursuant to this Agreement.
- p) **Product Schedule Update:** Update to the Product & Pricing Schedule in accordance with Section 3 of this Agreement to make additional products or services available under this Agreement or to alter the pricing of products or services listed in the Product & Pricing Schedule.
- q) **Purchase Order:** Document issued by a Department for one or more Goods, Deliverables or Services in accordance with the terms and conditions of this Agreement.
- r) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in Performing this Agreement, 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.
- s) **Services:** The Performance of labor or work set forth in Exhibit 2 or in the Statement of Work, whichever is applicable.
- t) **Site:** Location(s) specified by Department where Deliverables are to be installed or Services rendered.
- u) **Solicitation:** Request for Proposal entitled Information Technology Strategic Services, 12PSX0379, dated June 19, 2013.
- v) **State:** The State of Connecticut, including the Department and any office, department, board, council, commission, institution or other agency or entity of the State.
- w) **Statement of Work (SOW):** Statement issued in connection with a Purchase Order for a Deliverable or Service available under this Agreement which sets forth all work and

payment requirements for Contractor's Performance in connection with said Purchase Order.

- x) **Term:** The three (3) year period commencing the Effective Date plus any extensions permitted under Section 1 of the Agreement.
- y) **Termination:** An end to this Agreement prior to the end of its Term.

3. ACQUIRING DELIVERABLES AND SERVICES

a) Subject to the terms and conditions of this Agreement, Contractor shall provide to the State any duly ordered Deliverable and/or Perform the Services in accordance with Exhibit 2 and in accordance with the Statement of Work. Deliverables or Services available under this Agreement are itemized in and available under the Product & Pricing Schedule and may be acquired only through properly issued Purchase Orders. Each Purchase Order must have a Statement of Work acceptable to the Department attached setting forth the following minimum information: (i) the specific Deliverables and Services to be Performed by the Contractor; (ii) the pricing and payment terms; and (iii) the time for Performance requirements.

b) Any Purchase Order which has been accepted by the Contractor is subject to the terms of this Agreement 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 Agreement. The State shall not be bound by any additional terms different from those in this Agreement that may appear on a Purchase Order or other form document issued by either party.

c) Contractor may supplement the Product & Pricing Schedule 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. If acceptable to DAS, DAS shall evidence its with concurrence with the supplement by issuing a Product Schedule Update letter to the Contractor.

d) Notwithstanding any other provision of this Agreement, no material change may be made to the Deliverables set forth in Exhibit 3 that alters the nature or scope of the Deliverables or their intended use. Any change in the Deliverables set forth in Exhibit 2 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 two years from the Effective Date, Contractor, upon ninety (90) calendar days prior written notice to DAS, may update the pricing on Exhibit 3 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 and (2) any such price increase shall not exceed the lesser of (i) 3% or (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 Agreement or Contractor's latest Product Schedule. 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 with the provisions of Section 5.

f) Development and installation of software and software systems are not available as Deliverables or Services under this this Agreement. The Department shall issue a Purchase Order when acquiring any Deliverable or Service available under this Agreement and a Statement of Work that conforms to the requirements of section 3a).

4. PROJECT PERSONNEL

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 Agreement for any Deliverable(s) initially acquired/installed from the Contractor and such authority shall continue to be in effect throughout the term of this Agreement.

5. CHANGE ORDERS

a) The Department may, at any time, with written notice to Contractor, request changes within the scope of Exhibit 2 or applicable Statement of Work. 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.

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

6. DELIVERABLE ACCEPTANCE

a) Any Deliverable furnished by Contractor under the terms of this Agreement will be subject to Acceptance. The following procedures will apply to Acceptance:

- 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 Statement of Work. 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) If the Department determines the Deliverable has been successfully completed, the Department shall in writing notify the Contractor of the Department's Acceptance, and the date of such notice will be the Acceptance Date for the Deliverable.

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 Agreement or the obligations hereunder.

7. PAYMENTS AND CREDITS

a) The Department shall pay for Deliverables only upon acceptance of the Deliverable(s) pursuant to Section 6 and receipt of a properly documented invoice from the Contractor.

1. The Department shall pay Contractor within 45 days of 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 Deliverable or Service may be subject to a holdback, at the Departments discretion. If payments are subject to holdback, the applicable Statement of Work must set forth the holdback percentage and the conditions under which the amounts held back are to be paid to Contractor.
3. In accordance with State Comptroller Memorandum No. 84-63 discussing Connecticut Public Act 84-243, the Department shall pay to Contractor interest at the rate of one percent (1%) per month on amounts due whenever the Department fails to make timely payment in accordance with Section 7(a)(1) and 7(a)(2) of this Agreement. If the State Comptroller Memorandum No. 84-63 is modified after the Effective Date, the Department shall pay in accordance with the revised or replacement memorandum or policy established by the State Comptroller.
4. Contractor shall provide a discount of one percent (1%) for all payments made by the

Department within fifteen (15) days of the Deliverable Acceptance Date and receipt of Contractor's properly documented invoice, whichever is the later date.

b) 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 Agreement 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 Agreement.

c) Contractor shall furnish separate invoices for each Purchase Order and shall list each Contractor Party name indicating the corresponding hourly rate and hours worked in each invoice as separate line items.

8. WARRANTIES

Contractor hereby warrants that all Deliverables and Services provided by Contractor under this Agreement shall be Performed in a professional manner consistent with or exceeding applicable professional standards.

9. OWNERSHIP OF DELIVERABLES

a) The State shall own all Deliverables provided by Contractor under this Agreement, subject to subparagraph b) below, and shall, subject to paragraph c), below, have the right to alter, modify, create derivative works, copy and distribute any Deliverable acquired under this Agreement. However, Contractor's internal work product not shared with the Department are not Deliverables and are and shall remain the property of Contractor.

b) Contractor shall continue to own any literary works or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms or methods owned by the Contractor at the time this Agreement is executed or otherwise developed or acquired independent of this Agreement and employed by the Contractor in connection with the Services provided under this Agreement ("Contractor's IP"). The State shall have a perpetual license to use, alter, modify, create derivative works and copy Contractor's IP in connection with the State's internal business needs and operations if Contractor's IP is provided to the State by Contractor in order to Perform any Services or provide any Deliverables required under this Agreement.

c) Any Deliverables (or other work product) provided to the State under this Agreement or a Statement of Work issued pursuant to this Agreement is for the sole use of the State, and is not intended to be, and may not be, relied upon by any third party, and all Deliverables (or other work product) may be marked to so indicate.

d) If any Deliverable becomes the actual or prospective subject of any patent, copyright, license or proprietary rights claim or proceeding, Contractor shall do one or more of the following at the option of DAS:

1. Modify the Deliverable or substitute another equally suitable Deliverable (provided that the function of the modified or substitute Deliverable equals or exceeds that of the original Deliverable); or

2. Obtain the right to continued use of the Deliverable.

10. CONFIDENTIALITY; NONDISCLOSURE

a) The State shall exercise at least the same degree of care to safeguard any trade secrets, proprietary information or confidential information of Contractor as the State does its own property of a similar nature and shall take reasonable steps to assure that any trade secrets, proprietary information or confidential information disclosed by the Contractor to the State under this Agreement shall not 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 Deliverables or Services provided by the Contractor, and provided further that the State shall take all reasonable steps to ensure that the trade secrets, proprietary information or confidential information is not disclosed by such parties in contravention of this Agreement. 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. Notwithstanding any provision to the contrary, in no event shall Contractor be required to disclose any trade secret or proprietary information, to the extent such information is subject to exemption from disclosure under applicable law.

11. 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, DAS or the 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 Agreement concerning the obligations of the Contractor as a Business Associate of Covered Entity.

12. 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 general 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 an additional insured. Contractor shall provide the State a certificate of insurance evidencing the above coverage and a copy of the endorsement to the policy adding the State as an additional insured on an annual basis and shall not begin performance of the Services until such a certificate and endorsement have been provided to DAS. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State was contributorily negligent.

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) 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.

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.

13. 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.

14. GENERAL PROVISIONS

- a) Section headings and document titles used in this Agreement are included for convenience only and shall not be used in any substantive interpretation of this Agreement.
- b) If any term or condition of this Agreement is decided by a proper authority to be invalid, the remaining provisions of the Agreement 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 Agreement to the extent that such statutes, regulations, Executive Orders and/or policies are applicable to Contractor in connection with its Performance under this Agreement.
- c) The failure at any time by either party to this Agreement 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 Agreement, 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 Agreement, 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) 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 Agreement during its Term and for a period of one year from the Termination of this Agreement 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.

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.

i) 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.

j) 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 10 and 11.

k) All references in this Agreement 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 Agreement that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Agreement, this Agreement 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 Agreement at the time of its execution.

15. COMMUNICATIONS

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

State: Connecticut Department of Administrative Services
Director of Procurement
165 Capitol Avenue
Hartford, CT 06106
Attn: 12PSX0379

Contractor: Ryan Oakes, Managing Director
Accenture LLP
1 Financial Plaza, Suite 1600
Hartford, CT 06103

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.

16. WHISTLEBLOWER PROVISION

This Agreement 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 Agreement. 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.

17. DISCLOSURE OF PUBLIC RECORDS PROVISION

This Agreement 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.

18. FORUM AND CHOICE OF LAW

The parties deem the Agreement 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 Agreement 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.

19. BREACH

- a) If either party breaches the Agreement 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 not less than fifteen (15) days and is otherwise consistent with the provisions of this Agreement (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, the Contractor’s assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency. 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, which shall be a date after the end of the right to cure period. 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 Agreement, such notice to be provided in accordance with Section 15.

d) If the Department reasonably and in good faith determines the Contractor has not Performed in accordance with the Agreement, 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 Agreement, DAS may terminate this Agreement 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 Agreement.

20. TERMINATION

a) Notwithstanding any provisions in this Agreement, the DAS, through a duly authorized employee, may Terminate the Agreement, or alternately, specific Purchase Order(s) or SOW(s), for convenience whenever the DAS makes a written determination that such Termination is in the best interests of the State. The 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 Agreement prior to such date.

b) Notwithstanding any provisions in this Agreement, the DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Agreement, Terminate the Agreement in accordance with the provisions in the Breach section of this Agreement. DAS, in its sole discretion, may choose to limit termination to specific Purchase Orders rather than Terminate the Agreement in full.

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 Agreement or fifteen (15) days after the Contractor receives a written request from DAS 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. Such transfer of Records shall not transfer ownership of intellectual property contained in such Records.

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 or for any Goods delivered by Contractor, in addition to all reasonable actual or committed costs, including Contractor's demobilization 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 relating to work not Performed. 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 Agreement 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 Agreement, 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 Agreement shall survive such Termination to the extent not otherwise limited in the Agreement and without each one of them having to be specifically mentioned in the Agreement.

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

21. 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 Agreement. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Agreement and have the power and authority to execute, deliver and Perform their obligations under the Agreement;

- b) they will comply with all applicable State and Federal laws and municipal ordinances applicable to Contractor's business and operations in satisfying their obligations to the State under and pursuant to the Agreement, 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 Agreement 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 Agreement, 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 Agreement, 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 Agreement 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 Agreement 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 Agreement or any assignments made in accordance with the terms of the Agreement;
- 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 Agreement;
- 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 Agreement, 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 Agreement 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 Agreement) 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 Agreement 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 Agreement 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 Agreement 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.

22. 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 Agreement, no later than twenty (20) calendar days after becoming aware of any such Claims. Disclosure shall be in writing.

23. STATE COMPTROLLER'S SPECIFICATIONS

In accordance with Conn. Gen. Stat. § 4d-31, this Agreement 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.

24. CHIEF INFORMATION OFFICER SUBCONTRACT APPROVAL

In accordance with Conn. Gen. Stat. § 4d-32, the Contractor shall not award a subcontract for work under this Agreement 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.

25. 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 Agreement 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.

26. 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 subsection (a) of section 1-210 and as to such 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 section 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.

27. 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 Agreement 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.

28. 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 Agreement or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Agreement. 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.

29. 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.

30. 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.

31. 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 with minimal 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 minimal disruption or interruption in Performance as required or permitted in the Agreement. The Contractor shall not enter into any subcontract for any part of the Performance under the Agreement 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 Agreement, subcontract or amendment, no later than 10 days from the date that the work under the Agreement is transferred back to the State or to another contractor for any reason. The Contractor shall deliver the facilities and equipment to DAS, during the 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 Agreement, 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 Agreement is transferred back to the State or to another contractor for any reason. The Contractor shall deliver such Deliverables to DAS, during the 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 Agreement 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 Agreement, 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 Agreement, 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 Agreement concerning Termination for the return of Public Records and (2) 10 days from the date that the work under the Agreement 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.

32. 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 Agreement, 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 Agreement 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 Agreement, 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.

33. INDEMNIFICATION; LIMITATION OF LIABILITY

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 Agreement including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. 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 or intentional acts of the State or any third party acting under the direct control or supervision of the State. Further, Contractor shall have no liability for alleged infringement arising out of or relating to Department's (i) use or combination of a Deliverable with any Goods or Services that Department develops, owns or receives from a third party; (ii) use of a Deliverable for a purpose or in a manner for which the Deliverable was not provided; (iii) any modification made to a Deliverable by any person other than Contractor or its authorized representatives.

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) Except for any claim of infringement, willful misconduct or any liability arising under Section 11 above, Contractor shall not be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses, including without limitation, lost

profits and opportunity costs. With respect to Section 11 of this Agreement, nothing in this section is intended to limit or amend any obligations that are imposed by the Connecticut General Statutes. Contractor's liability for claims, damages or losses under each Purchase Order or Statement of Work, to the extent permitted by law, shall be limited to two (2) times the value of the applicable Purchase Order or Statement of Work. If the Contractor accepts multiple Purchase Orders or Statements of Work for the same or project, Contractor's liability for claims, damages or losses shall be limited to two (2) times the aggregate value of the related Purchase Orders or Statements of Work.

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

34. SOVEREIGN IMMUNITY

The parties acknowledge and agree that nothing in the Agreement 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 Agreement. To the extent that this section conflicts with any other section, this section shall govern.

35. 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 Agreement as if the summary had been fully set forth in the Agreement.

36. 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 Agreement.

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) All audits and inspections shall be at the State's expense.
- 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 Agreement, or (ii) the expiration or earlier termination of this Agreement, 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.

37. 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 Agreement 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 1.

38. EXECUTIVE ORDERS

This Agreement 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 Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and Executive Order No. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development, in accordance with their respective terms and conditions. If Executive Orders 7C, 14 and 19 are applicable, they are deemed to be

incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

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

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

b) (1) The Contractor agrees and warrants that in the performance of the Agreement 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, 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 Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.

g) (1) The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

40. OWNERSHIP OF DATA

Any and all data hosted by Contractor on behalf of the State of Connecticut will remain the sole property of the State and the State shall retain any and all ownership of such data. It is further understood that at no time will Contractor have ownership of any data held within the system.

41. TERMS AND CONDITIONS

Any and all Purchase Orders, Product Schedule Updates, Statement of Works or other documents authorized in connection with this Agreement shall be subject to the terms and conditions of this Agreement. 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 Agreement.

42. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Agreement. If the Contractor is not a Business Associate under HIPAA, this Section of the Agreement does not apply to the Contractor for this Agreement.

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 Agreement in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

c) The State of Connecticut Agency named on page 1 of this Agreement (hereinafter the “Department”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and

d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and

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

f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

g) Definitions:

- 1) "Breach" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))
- 2) "Business Associate" shall mean the Contractor.
- 3) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Agreement.
- 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 parts 164, subparts A and E.
- 8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- 9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- 10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- 11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- 12) "This Section of the Agreement" 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 parts 164, subpart A and C.
- 15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

h) Obligations and Activities of Business Associates.

- 1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Agreement or as Required by Law.
- 2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Agreement.
- 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 Agreement.
- 5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Agreement or any security incident of which it becomes aware.
- 6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Agreement to Business Associate with respect to such information.
- 7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- 8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- 9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- 10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- 11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Agreement, 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. sections 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; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within five business days of the request.
- 15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Agreement and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- 16) Obligations in the Event of a Breach
 - (a) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Agreement.
 - (b) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - (c) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
 - (d) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a

breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site or a postal address. For breaches involving ten or more individuals whose contact information is insufficient or out of date to allow written notification under 45 CFR § 164.404(d)(1)(i), the Business Associate shall notify the Covered Entity of such persons and maintain a toll-free telephone number for ninety days after said notification is sent to the Covered Entity. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

- (e) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (f) Permitted Uses and Disclosure by Business Associate.
 - 1. General Use and Disclosure Provisions Except as otherwise limited in this Section of the Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - 2. Specific Use and Disclosure Provisions
 - (i) Except as otherwise limited in this Section of the Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (ii) Except as otherwise limited in this Section of the Agreement, 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.
 - (iii) Except as otherwise limited in this Section of the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

j) Obligations of Covered Entity.

- 1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

- 2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Agreement.

l) Term and Termination.

- 1) Term. The Term of this Section of the Agreement shall be effective as of the date the Agreement is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Agreement 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 Agreement if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (b) Immediately terminate the Agreement if Business Associate has breached a material term of this Section of the Agreement 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 (1)(2) of this Section of the Agreement, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Agreement to the Covered Entity within ten business days of the notice of termination. This provision 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 Agreement to such PHI

and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

m) Miscellaneous Provisions.

- 1) Regulatory References. A reference in this Section of the Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- 2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Agreement from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- 3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Agreement.
- 4) Effect on Agreement. Except as specifically required to implement the purposes of this Section of the Agreement, all other terms of the Agreement shall remain in force and effect.
- 5) Construction. This Section of the Agreement shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Agreement shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- 6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Agreement 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 provisions of this Agreement or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- 7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the Agreement, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

43. ENTIRETY OF AGREEMENT


This Agreement includes the SIGNATURE PAGE OF AGREEMENT. To the extent the provisions of any exhibits or attachment referenced in the Agreement do not contradict the

provisions of Sections 1-43 of this Agreement, said documents, exhibits and/or attachments are incorporated herein by reference and made a part hereof as though fully set forth herein. This Agreement, 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.

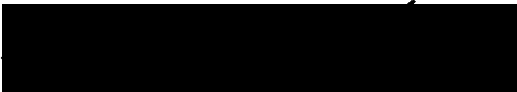
THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

SIGNATURE PAGE OF AGREEMENT

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.

BY: 
NAME: Ryan Oakes
TITLE: Managing Director
Accenture LLP
Duly Authorized

STATE OF CONNECTICUT,

B 
NAME: Mark Raymond
TITLE: Chief Information Officer
Department of Administrative Services
Bureau of Enterprise Systems and Technology
Duly Authorized
DATE: 3/24/15

DATE: March 17, 2015

APPROVED AS TO FORM:
OFFICE OF THE ATTORNEY GENERAL

BY: 
JOSEPH RUBIN
ITS ASSOCIATE ATTORNEY GENERAL

DATE: 4/7/15

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil Penalties – Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and 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.

The Contractor shall provide information technology (“IT”) strategic services to the Departments in accordance with the terms and conditions of this Contract. Contractor shall provide Departments IT support in the areas of management consulting, strategic planning, return on investment on technology, legacy modernization, business-technology planning, streamlining, maximizing systems, applications, and platforms, and such other areas related to IT strategic services as the Department may request.

Departments may request the assistance of the Contractor under this Agreement at any time and from time to time. Requests for Services or Deliverables under the Agreement will be submitted in writing from the Department to the Contractor. The written request will set forth the Department’s expectations, deliverables, desired outcome and timeframe for a particular IT strategic services project or projects. Contractor shall prepare a written proposal with price quotation and submit such proposal to the Department within five business days of receiving the Department’s written request. The Department may only engage a Contractor by issuing a Purchase Order with a SOW in accordance with the requirements of the Agreement.

Departments may develop a variety of requirements intended to address their specific business requirements. The following are examples of the types of IT strategic services that may be requested by Departments under the Contract. These examples are by no means all inclusive of all of the types of projects that may be required of the Contractor pursuant to this Contract.

General

- Detailed market analysis specific to the category.
- Recommendation for value discovery.
- Development of innovative pricing and performance management options.
- Development of performance metrics.
- Development of a detailed implementation plan with benchmarks.

IT Strategy

- Technology innovation, IT strategy and alignment, IT effectiveness, IT cost reduction, package strategy, enterprise architecture planning and management; and IT outsourcing advisory.
- Business/IT Strategy: Develop a competitive advantage by leveraging and aligning IT to transform the Department’s business operations.
- External and Internal Strengths, Weaknesses, Opportunities and Threats (SWOT).
- Strategic Services and Planning: determine where a Department intends to be in the future and how it will get there, develop a vision for the organization’s future and determine the necessary priorities, procedures, and operations (strategies) to achieve that vision through measurable goals which are realistic and attainable, but also challenging; emphasis is on long-term goals and strategies.
- Provide a basis for monitoring progress, assessing results and impact.
- Facilitate new program development.
- Set policies and goals to guide the Department.
- Provide a clear focus to the commissioner or director of the Department and its staff for program implementation and agency management.

- Develop annual objectives and operating plans which also include a systematic plan for resource development and organizational development.
- Provide and establish clear organizational missions, priorities, target groups, and objectives.
- Help a Department define its vision for the future and then determine systematically how it will get there, understanding obstacles and figuring out ways to overcome them.
- Use that vision to establish multi-year goals and objectives which describe what the Department wishes to accomplish, and develop programs, tasks, and timelines for achieving them. Long-range planning predicts future conditions and realities, internal and external, and plans how the Department can function effectively within them.
- Advise and assist Departments with technology planning with the objective of identifying ways to leverage assets and abilities to achieve higher performance, efficiency, cost savings or other benefits.

Business Integration and Optimization

- IT portfolio, program, project management; business process management, service enablement (SOA), and package integration.
- Business Operations & Process Transformation: analyze, redesign business processes for strategic needs such as right sourcing and straight-through processing.
- Systems integration/consolidation.
- Re-engineering, performance tuning and porting services.
- Implementation of packages: work with in-house IT personnel to jointly analyze, design, implement, test and integrate new systems.
- Cloud Optimization: Optimize cloud services assessments, blueprints and roadmaps.
- Global Sourcing Transformation: advice on leveraging global and multi-sourcing strategies to reduce cost, maximize IT process efficiencies, and centralize operations and vendor consolidation.

Information Management

- Information strategies, business intelligence, enterprise content management, enterprise master data management, data integration services, and web channels solution.
- Data Warehousing: business intelligence and performance management solutions covering the entire lifecycle of information utilization, from ideation through implementation.

Solution Development:

- Design services, technical architecture services, development services, testing services, and deployment services.
- Provide assistance for assessing or drafting an IT strategy, setup or operate PMO board for large projects and perform any activity related to development (such as .Net, Java J2EE, PHP, XML or XBRL), or in general to application life cycle, from selection to customization, training, rollout, maintenance and support.
- Use a set of methodologies and toolkits with best market practices (such as PMI, ITIL, TOGAF or CMMi) align technology with set strategy, processes and systems.

Extended Delivery (XD)

- Off-site/on-site co-sourcing for large and long engagements focused on technological dimension.
- Strategy.

- Operations & Performance Improvement.
- Fraud/Forensics.

Services and Solutions

- Determine the best disposition for IT applications and assets, in terms of retention, application phase-out, efficiency, cost effectiveness and more.
- Streamlining, managing, and maximizing all systems, applications, and platforms, application design, development, and implementation.

Return on Investment Analysis

- Legacy modernization.
- Business-Technology planning.
- Technical architecture definition.
- Product management.
- eLearning.

Areas of Expertise

The Contractor shall have and maintain throughout the term of the Agreement, expertise in the following:

- Full life-cycle application development to analysis, design, implementation, testing and integration of systems.
- Java/J2EE.
- .NET.
- Portals & Content Management.
- SOA.
- Messaging & Integration.

Additional Requirements:

- Contractor Parties shall not be assigned to, or function in, any role that requires them to directly supervise or manage State employees, nor shall Contractor or Contractor Parties exercise any authority that is considered consistent with the roles and responsibilities of a State official. Contractor and Contractor Parties shall not approve requests for time off by State employees, be a signatory on behalf of the State, provide direct day to day supervision and direction to State employees, approve procurements or engage in other similar activities.
- Contractor Parties shall identify themselves as a contractor, especially when meeting with State staff for the first time. Similarly, Contractors and Contractor Parties shall include such information as part of their email signature when engaging in activities related to their performance under the Agreement.
- No act or omission of the Departments in the enforcement of this section shall waive any of the provisions in this section.
- Contractor shall require any Contractor Party assigned to a Department adhere to applicable State policies and standards, as set forth in the following links, as they may be updated:

<http://www.ct.gov/best/cwp/view.asp?a=1245&q=253994&doitNav=|&bestNav=|>
<http://www.ct.gov/doitservices/cwp/view.asp?a=3941&Q=466098&doitservicesNav=|>

- e. Departments shall take reasonable steps to ensure that Contractor Parties assigned to their Department have reviewed the relevant State and Department policy(ies).
- f. Contractor shall comply with any Department requirement for status reporting, management methodologies, related documentation, computer operations, standards, practices, and published security procedures.
- g. During the term of the Contract, the Contractor shall provide the Department with qualified and competent Contractor Parties with specific technical expertise, or familiarity with a State system or project as it relates to a Department SOW.
- h. Contractor shall provide the Department a minimum of fourteen (14) calendar days advance written notice of the planned departure of any Contractor Party providing Services to the Department. The Contractor shall notify the Department within twenty-four (24) hours in the event of an unanticipated departure of a Contractor Party providing Services under this Agreement.
- i. Unless otherwise stated in the Product & Pricing Schedule, the Contractor shall not be paid any out-of-pocket expenses. Contractor shall be entitled to reimbursement of travel expenses incurred only if the expenses were authorized beforehand, in writing, by the Department. Payments may not exceed the State's present State Managerial Prevailing Rate. Prevailing rate information can be found at <http://das.ct.gov/cr1.aspx?page=19>.
- j. The Contractor shall require the Contractor Party to work the hours and schedule approved by the Department. All hours worked shall be subject to verification of the Departments.

**EXHIBIT 3
PRODUCT & PRICING
SCHEDULE**

CONTRACT NO: 12PSX0379

PROPOSER NAME:		Accenture LLP		
DISCOUNT:	For Global Delivery Center Capabilities Accenture is offering a rate card with an approximately 20% reduction	TERMS: Net 45 Days	CASH DISCOUNT:	% Days
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	UNIT PRICE	
1.	Project Manager V	Hour	\$395.00	
2.	Project Manager IV	Hour	\$384.00	
3.	Project Manager III	Hour	\$370.00	
4.	Project Manager II	Hour	\$360.00	
5.	Project Manager I	Hour	\$348.00	
6.	Project Manager Entry Level	Hour	\$291.00	
7.	Programmer V	Hour	\$350.00	
8.	Programmer IV	Hour	\$285.00	
9.	Programmer III	Hour	\$272.00	
10.	Programmer II	Hour	\$218.00	
11.	Programmer I	Hour	\$176.00	
12.	Programmer Entry Level	Hour	\$148.00	
13.	Specialist V	Hour	\$390.00	
14.	Specialist IV	Hour	\$365.00	
15.	Specialist III	Hour	\$350.00	
16.	Specialist II	Hour	\$325.00	
17.	Specialist I	Hour	\$252.00	
18.	Specialist Entry Level	Hour	\$184.00	
19.	Analyst V	Hour	\$372.00	
20.	Analyst IV	Hour	\$351.00	
21.	Analyst III	Hour	\$335.00	
22.	Analyst II	Hour	\$270.00	
23.	Analyst I	Hour	\$192.00	
24.	Analyst Entry Level	Hour	\$153.00	

CONTRACT SUPPLEMENT
RFP-37

Elizabeth Basso
Contract Specialist

860-713-5611
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

12PSX0379

Contract Award Date:

25 November 2014

Proposal Due Date:

20 June 2013

SUPPLEMENT DATE:

6 April 2015

CONTRACT AWARD SUPPLEMENT #1

IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Information Technology Strategic Services: Managerial/Advisory SME Consulting Services

FOR:
Department of Administrative Services, All Using State
Agencies, and Political Subdivisions
165 Capitol Avenue
Hartford, CT 06106

TERM OF CONTRACT:

November 25, 2014 through November 24, 2017; with
extension options up to three years

AGENCY REQUISITION NUMBER:

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
\$0.00	\$0.00	\$0.00	\$0.00

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

NEW CONTACT INFORMATION FOR ALL KPMG COMMUNICATIONS:

Company Name: KPMG LLP
Tel. No.: 212.872.3131 Fax. No.: 212.409.8884
Contact Person: Paul Hencoski, PMP
Company E-mail Address: phencoski@kpmg.com

PLEASE NOTE:

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

ELIZABETH BASSO

Contract Specialist

(Original Signature on Document in Procurement Files)