

INFORMATION PROCESSING SYSTEMS CONTRACT

13PSX0304

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

And

FUSION CAPITAL MANAGEMENT, LLC

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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 – DELIVERABLES IMPLEMENTATION MILESTONES

EXHIBIT 4 – PRODUCT & PRICING SCHEDULE

EXHIBIT 5 – SERVICE LEVEL AGREEMENT (SLA)

This Information Processing Systems Contract (“Contract”) is made by and between the **STATE OF CONNECTICUT** (“State”), acting by its **Department of Administrative Services** (“DAS”) acting pursuant to Section 4d-2 of the Connecticut General Statutes, located at 165 Capitol Avenue, Hartford, CT 06106, and Fusion Capital Management, LLC (d/b/a Fusion Consulting). (“Contractor”), having its principal place of business at **1000 Route 9 North, Suite 205, Woodbridge, NJ 07095**

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

1. TERM OF CONTRACT

This Contract shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut (“Effective Date”), as evidenced by its signature below, and shall continue uninterrupted for Five (5) years from the Effective Date (“Original Term”). The State, in its sole discretion, may extend this Contract one or more times for a combined total period not to exceed the complete length of the original term.

2. DEFINITIONS

- a) **Acceptance:** Determination made by the Department upon successful User Acceptance Test that the Deliverable, or if applicable, System, performs to the Specifications and fulfills the business and technical requirements of the Contract.
- b) **Addendum Agency:** An entity or agency reliant on the state for its annual funding including but not limited to departments, boards and commissions.
- c) **Acceptance Date:** The date the Department accepts a Deliverable or System in accordance with section 7 below shall be deemed the Acceptance Date for each Deliverable or System.
- d) **Alteration:** The modification, changing, refashioning, remodeling, remaking, revising or reworking of any part of the System or Deliverable.
- e) **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.
- f) **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.

- g) **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.
- h) **Contractor Parties:** A Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under this Contract in any capacity.
- i) **Corrective Action Plan:** A detailed written plan produced by the Contractor at the request of the Department to correct or resolve Contractor deficiency(ies) identified by the Department in accordance with Section 13.
- j) **Deliverable:** Any product, service, or warranty that is required to be delivered to the Department under this Contract or available under Exhibit 4, or both, whether produced by the Contractor or by a third party as a supplier or subcontractor to the Contractor.
- k) **Deliverables Document:** Exhibit 2 to this Contract - Document which sets forth and describes the Services and Deliverables that are to be provided or made available under to this Contract and the specific requirements and terms applicable to those Services and Deliverables.
- l) **Deliverables Implementation Schedule:** Exhibit 3 to this Contract - Document which itemizes the timing requirements, including phases, and Department signoffs, as applicable or appropriate, for specific Deliverables and/or Services to be provided pursuant to the Contract.
- m) **Department:** Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or

political subdivisions of the State that issue duly authorized Purchase Orders against this Contract.

- n) **Goods:** For the purposes of this Contract, all things which are movable at the time that this Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation and set forth in Exhibit 2 or Exhibit 4, or both.
- o) **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.
- p) **Key Contractor Personnel:** The individual employees of Contractor who, from time to time, hold positions with the job functions described in this Contract.
- q) **Licensed Software:** Computer program(s) provided by Contractor in connection with the Deliverables, subject to Section 14 of this Contract.
- r) **Perform:** For the purposes of this Contract, the verb “to perform” and the Contractor’s performance set forth in this Contract and its exhibits are referred to as “Perform,” “Performance” and other capitalized variations of the term.
- s) **POP (Primary Operation Period):** The days and hours of normal system operations and availability, which is to be to be 24 hours a day, 7 days a week.
- t) **Product & Pricing Schedule:** Exhibit 4 to this Contract - Document which lists the Deliverables and Services available under this Contract and establishes the component or unit pricing and price schedules for each Deliverable and Service available pursuant to this Contract.
- u) **Product Schedule Update:** Update to the Product & Pricing Schedule in accordance with Section 3 of this Contract to make additional products or services available under this Contract or to alter the pricing of products or services listed in the Product & Pricing Schedule.
- v) **Purchase Order:** Document issued by a Department for one or more Goods, Deliverables or Services in accordance with the terms and conditions of this Contract.
- w) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in Performing this Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- x) **Services:** The Performance of labor or work set forth in Exhibit 2.

- y) **Site:** Location(s) specified by Department where Deliverables are to be installed or Services rendered.
- z) **Solicitation:** Request for Proposals for an Electronic Health Record/Health Information Exchange System dated March 18, 2014.
- aa) **Specifications:** The written technical and non-technical detailed documentation of the Deliverables' and the System's capabilities, as approved and accepted in writing by the Department prior to acceptance of the System.
- bb) **State:** The State of Connecticut, including the Department and any office, department, board, council, commission, institution or other agency or entity of the State.
- cc) **Statement of Work (SOW):** Statement issued in connection with a Purchase Order for a Deliverable or Service available under this Contract which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.
- dd) **System:** Contractor furnished or otherwise supplied Deliverables that collectively and in an integrated fashion fulfills the business and technical requirements of this Contract and its exhibits.
- ee) **Term:** The Original Term plus any extensions exercised under Section 1 of the Contract.
- ff) **Termination:** An end to this Contract prior to the end of its Term.
- gg) **Upgrade:** A change to the primary version number of the Licensed Software, generally providing additional features or functionality
- hh) **Update:** A change to the Licensed Software to correct bugs or defects, patches or changes to enable the Licensed Software to operate on new or upgraded operating platforms.
- ii) **User Acceptance Testing (UAT):** Phase in which the State tests the functionality of a Deliverable with real world scenarios to determine if the Deliverable performs in accordance with the agreed upon design as contained in the Specifications.
- jj) **Warranty Period:** The 12 month period commencing upon the Acceptance Date for the System.

3. ACQUIRING DELIVERABLES AND SERVICES

- a) Subject to the terms and conditions of this Contract, Contractor shall sell, transfer, convey and/or license to the State any duly ordered Deliverable and/or Perform the Services in accordance with Exhibit 2, or in accordance with a Statement of Work, if applicable. Such

Deliverables or Services, as appropriate, shall be itemized in and available under the Product & Pricing Schedule and may be acquired through properly issued Purchase Orders.

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

c) Contractor may supplement Exhibit 4 at any time to make additional products, services and related terms available to the State, provided that the effective date of each supplement is stated thereon. Any supplement shall be transmitted to the DAS with a cover letter documenting formal approval of the supplement by a Contractor representative legally empowered to so act. The supplement will only be deemed accepted by DAS if it issues a Product Schedule Update letter to Contractor, indicating its concurrence with the supplement.

d) Notwithstanding any other provision of this Contract, no material change may be made to the Deliverables set forth in Exhibit 2 that alters the nature or scope of the Deliverables or their intended use. Any change in the Deliverables set forth in Exhibit 4 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 sixty (60) days from the Effective Date, Contractor, upon ninety (90) calendar days prior written notice to DAS, may update the pricing on Exhibit 4 effective July 1 of any State of Connecticut fiscal year, provided: (1) the Product Schedule Update is transmitted and approved in the same manner as described for supplements in subsection 3.c.; (2) no software license or Deliverable maintenance or service rate is increased within the first year following acceptance of a Deliverable; and (3) any such price increase shall not exceed the lesser of (i) 3.5% and (ii) the average annual percentage increase over the immediately preceding calendar year in the 'Consumer Price Index' – Hartford, Connecticut Average for all Urban Consumers (CPI-U) (All items, 1982-84 = 100) published monthly by the Bureau of Labor Statistics of the United States Department of Labor or, should that index cease to be published, the most comparable index published on a regular basis by the US Government since the later of the date of this Contract or Contractor's latest Product Schedule.

f) Contractor shall provide the State with a discount on any Product Schedule Update according to the discount, if any, shown on the Exhibit 4.

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

h) The Department shall issue a purchase order when acquiring any Deliverable or Service available under Exhibit 4 and, if appropriate, a Statement of Work mutually acceptable to the purchasing Department and the Contractor.

4. PROJECT PERSONNEL

- a) The Department shall designate a project administrator (the “Project Administrator”), who may be replaced at the discretion of the Department. The Project Administrator shall have the authority to act for the Department under this Contract for any Deliverable(s) initially acquired/installed from the Contractor and such authority shall continue to be in effect throughout the term of this Contract.
- b) Department shall, in its discretion, have the right to approve Key Contractor Personnel. Initial review and approval of Key Contractor Personnel shall be accomplished no later than the Commencement Date. If Department is dissatisfied with the performance of any prior approved Key Contractor Personnel, Department shall notify Contractor of Department’s desire to change any Key Contractor Personnel. Contractor shall make such requested change within thirty (30) calendar days of the request for such change. Initial Key Contractor Personnel are as follows:
Bryan J. Jakovcic.

5. CHANGE ORDERS

- a) The Department may, at any time, with written notice to Contractor, request changes within the scope of Exhibit 2 or Statement of Work, if applicable. Such changes shall not be unreasonably denied or delayed by Contractor. Such changes may include, but are not be limited to, modifications or other changes required by new or amended State and/or Federal laws and regulations relating to functional requirements and processing procedures, or involving the correction of System deficiencies. Prior to expiration of any Warranty Period, any changes required because the System does not fully perform in accordance with this Contract, shall be made by Contractor without charge to the Department. Any investigation necessary to determine the source of the problem requiring the change shall be done by Contractor at its sole cost and expense.
- b) A change order request may be issued only by the Department and must be in writing. As soon as possible after Contractor receives a written change order request, but in no event later than fifteen (15) calendar days thereafter, the Contractor shall provide the Department with a written statement confirming the change has no price impact on the Contract or, if there is a price impact, Contractor shall provide the Department a written statement explaining the price increase or decrease involved in implementing the requested change.
- c) Contractor warrants that the delivered System and all subsequent versions and patches delivered shall be made to comply with Federal and State laws and requirements at no cost to the Department. If a change in laws or requirements renders a customization or change to the System that Contractor has made on behalf of the Department out of compliance with Federal or State laws or requirements, the Department may issue an order requesting a change. Contractor shall perform the change at an agreed-upon cost to the Department.
- d) No change order with a price impact will be effective until Contractor receives written confirmation from the Department.

6. DELIVERABLE INSTALLATION & DEINSTALLATION

- a) Contractor shall provide all pre-installation and post-installation Deliverable compatibility system surveys, consultation, reference manuals, onsite operational training to facilitate proper installation and operation of all Deliverables and at the request of the Department, and at no additional cost, Contractor shall provide onsite support during the implementation of each phase identified in Exhibit 3.
- b) Contractor represents and warrants that it shall complete installation of the System in accordance with the Contract.
- c) Department ordered de-installation, relocation and, or, reinstallation of any system previously installed at a Department Site or Department designated Site shall be at Department's expense according to Contractor's prices then in effect for such services.

7. DELIVERABLE EVALUATION & ACCEPTANCE

- a) Any Deliverable furnished by Contractor under the terms of this Contract will be subject to User Acceptance Testing. User Acceptance Testing for each Deliverable begins as of the date the Department notifies the Contractor in writing that the Deliverable provided for UAT has been successfully installed in the Department's development and testing computer environment and is ready for UAT. The following procedures will apply during UAT:
 - 1) The Department shall provide Contractor with (a) written notice of Acceptance of the Deliverable or (b) a written statement which identifies in reasonable detail, with references to the applicable requirements, the deficiencies preventing Acceptance.
 - 2) Contractor shall have thirty (30) business days, or such other period mutually agreed upon by the parties in writing, from the date it receives the notice of deficiencies to complete corrective actions to make Deliverable conform in all material respects to the applicable Specifications. The Department shall review the corrected Deliverable and notify Contractor in writing of acceptance or rejection in accordance with the foregoing provisions of this section.
 - 3) The Acceptance Date for a Deliverable shall be the date of written notice of Acceptance of the Deliverable from Department to Contractor.
- b) Upon Acceptance of each of the Deliverables required under Exhibit 2, the Department shall perform UAT on the System prior for Acceptance prior to implementing the System in the Department's production environment. If UAT for the System is successfully completed, the Department shall in writing notify the Contractor of the Department's Acceptance the System, and the date of such notice will be the Acceptance Date for the System.
- c) If requested by Contractor, Department shall complete Contractor's acceptance certificate, in a form reasonably acceptable to Department, so long as such certificate does not amend, alter or modify in any way the terms and conditions of this Contract or the obligations hereunder.

8. PAYMENTS AND CREDITS

- a) The Department shall pay for Deliverables only upon acceptance of the Deliverable(s) pursuant to Section 7 and receipt of a properly documented invoice from the Contractor.
1. The Department shall pay Contractor the lump sum initial maintenance and support fee within 45 days following the last successfully completed UAT and receipt of Contractor's properly documented invoice, whichever is the later date. Subsequent maintenance and support fees will be submitted to the Department annually, thereafter.
 2. All payments made prior to acceptance of the System shall be subject to a 10% holdback, which will be retained by the Department.
 3. The Department shall pay Contractor the total amount of all holdbacks within 180 days after the System Acceptance 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 Contract without prior written Department consent in each such instance. Notwithstanding any such assignment, Contractor represents and warrants that the Deliverable shall be and remain free of any repossession or any Claims by Contractor or its successors and assigns, subject to the terms and conditions of this Contract.
- c) Contractor shall furnish separate invoices for each Purchase Order and shall list each license charge, maintenance and support charge or other charge included in each invoice as separate line items.

9. LICENSED SOFTWARE MAINTENANCE & SUPPORT

- a) After Acceptance of the System by the Department and throughout the duration of the Warranty Period, Contractor represents and warrants that maintenance and support services for the Licensed Software shall automatically be provided to the Department at no additional cost:
1. Contractor shall provide reasonable and competent assistance in accordance with the requirements of Exhibit 5;
 2. Contractor shall provide Updates and Upgrades to the Licensed Software at no additional cost to Department;
 3. Contractor shall update any Deliverable, if and as required, to cause it to operate under new versions or releases of the operating system(s), database system(s), application servers or report servers that comprise the Department's computer operating environment;
- b) Upon expiration of the Warranty Period, maintenance and support services for the Licensed Software shall be provided by the Contractor on an annual basis if requested by the Department. Contractor shall invoice the Department on a quarterly basis in accordance with the Product & Pricing Schedule.

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

1. Contractor shall provide reasonable and competent assistance in accordance with the requirements of Exhibit 5;
2. Contractor shall provide Updates and Upgrades to the Licensed Software at no additional cost;
3. Contractor shall update any Deliverable, if and as required, to cause it to operate under new versions or releases of the operating system(s), database system(s), application servers or report servers that comprise the Department's computer operating environment.

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

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

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

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

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

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

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

k) If the Department allows maintenance and support services to lapse, the Department may at any time reinstate maintenance and support services with fifteen (15) day advance written notice to the Contractor. Upon such reinstatement, the Department will be responsible for

payment of the maintenance and support fees beginning the date Contractor commences maintenance and support services. The Department shall not be responsible for payment of any separate fees or penalties in order to reinstate maintenance or support services.

10. RESERVED

11. SYSTEM RELIABILITY

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

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

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

c)

d) The required reliability (Computed % Reliability) for the System (exclusive of scheduled and routine maintenance) during any calendar month is ninety-nine point nine percent (99.9999%) uptime availability for aforesaid productive Department use, computed as follows:

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

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

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

Downtime per-Month was 3.60 hours.

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

12. WARRANTIES

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

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

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

d) In the event of a material default by the Contractor under the subsection above, in addition to any other rights or remedies provided in this Contract, DAS may, by written notice to Contractor, terminate this Contract. In event of such termination, if the material default is such that the System cannot conform to the requirements of Section 11, the Contractor shall reimburse the Department all monies paid by Department to Contractor in connection with Exhibit 2 or Statement of Work, whichever is applicable, in accordance with this section.

e) If the ongoing performance of the Deliverable does not conform to the Specifications on the Acceptance Date for such Deliverable and the System consequently fails to conform to the Section 11 provisions of this Contract, Department shall give Contractor written notice of performance deficiencies. Contractor shall then have a thirty (30) calendar day period, unless otherwise permitted by the Department, to correct such deficiency. If said performance thereafter continues to be in nonconformance with said Section 11, the Contractor shall be in material default of this Contract and DAS, at its option, may thereupon take any one or more of the following actions:

1. if the Warranty Period has not expired, terminate this Contract;
2. Require Contractor replace said Deliverable at Contractor's expense with a functional Deliverable or competent Service;
3. Terminate the Deliverable license or service without fee or charge to the Department, or further obligation or financial liability. In the event of such termination, the Contractor shall refund to the Department all monies paid to the Contractor, no later than 30 days after termination equal to the pro-rata amount of

the maintenance and support fees for the period. Furthermore, if the Warranty period has not expired, Contractor shall reimburse the Department 100% of license fee paid.

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

g) Notwithstanding any provision in this Contract, following the expiration of the Warranty Period, if the Department opts to not purchase maintenance and support for the System, Contractor makes no warranties or representations with respect to the accuracy and reliability of the information contained in the System.

13. RESERVED

14. LICENSED SOFTWARE

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

b) All right, title and interest in and to the Licensed Software, including without limitation, copyrights and trade secrets, are, and shall at all times remain, the exclusive property of Contractor. The Department shall have no right to the Licensed Software except the license rights expressly granted in the Contract.

c) The Department may not sell, license, sublicense, rent, transfer, or distribute the Licensed Software to any third party, in whole or in part, in any form, whether modified or unmodified, except to the extent permitted in this section.

d) The license granted herein applies only to the object code version of the Licensed Software. The Department shall have no rights whatsoever with respect to the source code for the Licensed Software.

e) The Department acknowledges that all rights with respect to the Licensed Software, whether now or hereafter existing, which are not expressly granted to the Department are reserved to Contractor. The Department shall not modify or create any derivate, compilation, or collective work involving the Licensed Software. The Department shall take appropriate action by instruction, agreement, or otherwise with any persons permitted access to the Licensed Software so as to enable the Department to satisfy all its obligations under the Terms and Conditions.

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

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

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

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

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

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

k) Any Alteration of a Licensed Software Deliverable that changes the operation or functionality of the Licensed Software Deliverable by the Department without prior written

consent of Contractor shall void the obligations of Contractor under Section 9, 11 and 12 for such Deliverable.

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

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

15. CONFIDENTIALITY; NONDISCLOSURE

a) The State shall exercise at least the same degree of care to safeguard any Trade Secrets or confidential information of Contractor Licensed Software as the State does its own property of a similar nature and shall take reasonable steps to assure that neither the Licensed Software nor any part thereof received by the State under this Contract shall be disclosed for reasons other than its own business operations. Such prohibition on disclosures shall not apply to disclosures by the State to its employees or its representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State shall take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this section shall be subject to the State of Connecticut Freedom of Information Act, as amended.

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

16. PROTECTION OF CONFIDENTIAL INFORMATION

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

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

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

2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
3. A process for reviewing policies and security measures at least annually;
4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

c) The Contractor and Contractor Parties shall notify DAS, the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Department, any State of Connecticut entity or any affected individuals.

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

e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 or any provisions of this Contract concerning the obligations of the Contractor as a business associate (as such term is defined in 45 C.F.R. § 160.103) of DAS or the Department.

17. RESERVED

18. RISK OF LOSS & INSURANCE

a) The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverable is in transit, or while in the Department's possession, except when such loss or

damage is due directly to the Department's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

b) Throughout the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000.00 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such insurance policy or policies shall name the State and State's officials, agents and employees as additional insureds. Contractor shall provide the State a certificate of insurance evidencing the above 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 State.

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

19. DELIVERABLE ALTERATIONS

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

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

c) If any Deliverable Alteration made by the Department interferes with the normal and satisfactory operation or maintenance and support of any Deliverable, or increases substantially the costs of maintenance and support thereof, or creates a safety hazard, the Department shall, upon receipt of written notice from Contractor, promptly restore the Deliverable to its pre-altered condition. The Contractor shall reimburse the Department for the cost of any such restoration if the Alteration was performed with the approval of the Contractor.

20. FORCE MAJEURE

Neither party shall be responsible for delays or failures in its obligations herein due to any cause beyond its reasonable control. Such causes shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war or the public enemy, acts of terrorism,

unavailable raw materials, telecommunication or power failure, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

21. RESERVED

22. GENERAL PROVISIONS

- a) Section headings and document titles used in this Contract are included for convenience only and shall not be used in any substantive interpretation of this Contract.
- b) If any term or condition of this Contract is decided by a proper authority to be invalid, the remaining provisions of the Contract shall be unimpaired and the invalid provision shall be replaced by a provision which comes closest to the intention underlying the invalid provision. Contractor shall comply with the statutes, regulations, Executive Orders and policies incorporated into this Contract to the extent that such statutes, regulations, Executive Orders and/or policies are applicable to Contractor in connection with its Performance under this Contract.
- c) The failure at any time by either party to this Contract to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The failure of either party to enforce or pursue a right or remedy shall not constitute a waiver of the right or remedy itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.
- d) In any case where the consent or approval of either party is required to be obtained under this Contract, such consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of that party. Such consent or approval shall apply only to the given instance, and shall not be deemed to be a consent to, or approval of, any subsequent like act or inaction by either party.
- e) The Department shall not remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.
- f) Except as may be otherwise provided for in this Contract, the Department shall not assign, mortgage, alter, relocate or give up possession of any Deliverable to which Contractor retains title without the prior written consent of Contractor.
- g) Contractor represents and warrants that it shall not, without prior written consent from the State, make any reference to the Department or the State in any of Contractor's advertising or news releases. The Contractor may use the State's and/or the Department's name as a specific citation within proposals it submits.
- h) Contractor shall execute any and all documents or to take any actions which may be reasonably necessary to perfect the rights granted to the State in Section 14.
- i) Neither Department nor Contractor's personnel who had substantive contact with personnel of the other in the course of the Performance of the Services hereunder shall directly or indirectly employ, solicit, engage or retain the services of such an employee of the other party to

this Contract during its Term and for a period of one year from the Termination of this Contract or such longer period as may be required by State statute. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

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

k) Each of the State and Contractor is an independent contractor and neither of them is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venture, or representative.

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

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

23. COMMUNICATIONS

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

State: Aimee M. Cunningham
Connecticut Department of Administrative Services
Contract Specialist
165 Capitol Avenue
Hartford, CT 06106

Contractor:

Bryan J. Jakovcic
Fusion Capital Management, LLC
(d/b/a Fusion Consulting)
1000 Route 9 North
Suite 205
Woodbridge, New Jersey 07095

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

Department: The individual specified in the applicable Purchase Order

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

24. INTENTIONALLY OMITTED

25. WHISTLEBLOWER PROVISION

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

26. DISCLOSURE OF PUBLIC RECORDS PROVISION

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

public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

27. FORUM AND CHOICE OF LAW

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

28. BREACH

a) If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party by overnight or certified mail, return receipt requested, to the most current address the breaching party has furnished for the purposes of correspondence and afford the breaching party an opportunity to cure within thirty (30) days from the date that the breaching party receives the notice. In the case of a Contractor breach, DAS may set forth any period greater or less than thirty (30) days, so long as such time period is otherwise consistent with the provisions of this Contract (for the purposes of this paragraph, the time period set forth by the non-breaching party shall be referred to as the "right to cure period"). The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the breach is such that it cannot be cured within the right to cure period.

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

Performance standards, or prohibit the State from pursuing additional remedies or other approaches to correct substandard Performance.

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

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

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

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

29. TERMINATION

a) Notwithstanding any provisions in this Contract, the DAS, through a duly authorized employee, may Terminate the Contract whenever 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 Contract prior to such date.

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

c) The DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from the DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Department all Records. The Records are deemed to be the property of the Department and the Contractor shall deliver them to the Department no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Department for the Records. The Contractor shall deliver those Records that exist in

electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

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

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

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

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

30. REPRESENTATIONS AND WARRANTIES

At the time this Contract is signed by Contractor, the Contractor represents and warrants to the State for itself and the Contractor Parties that:

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

- b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to section 22a-194a concerning the use of polystyrene foam;
- c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
- f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity terminated for breach or default;
- h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- j) they shall disclose, to the best of their knowledge, to the State in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than twenty (20) calendar days after becoming aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten

(10) calendar days in the section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;

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

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

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

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

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

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

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

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

s) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Department, such information as DAS or the Department may require to evidence, in their sole determination, compliance with this section;

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

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

- v) the Department's use of any Goods in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- w) if they procure any Goods, they shall sub-license such Goods and that the Department shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- x) they shall assign or otherwise transfer to the Department, or afford the Department the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Department.

31. DISCLOSURE OF CONTRACTOR PARTIES LITIGATION

The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than twenty (20) calendar days after becoming aware of any such Claims. Disclosure shall be in writing.

32. STATE COMPTROLLER'S SPECIFICATIONS

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

33. CHIEF INFORMATION OFFICER SUBCONTRACT APPROVAL

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

34. RIGHTS TO AND INTEGRITY OF PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither the Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties

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

35. PUBLIC RECORDS AND FOIA

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to the Contractor or Contractor Parties shall remain a public record for the purposes of 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.

36. DISCLOSURE OF PUBLIC RECORDS

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

37. PROFITING FROM PUBLIC RECORDS

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

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

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

39. GENERAL ASSEMBLY ACCESS TO RECORDS

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

40. CONTINUITY OF SYSTEMS

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

b) The Contractor acknowledges that the Systems and associated services are important to the function of State government and that they must continue 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 Contract. The Contractor shall not enter into any subcontract for any part of the Performance under the Contract without approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32, as it may be amended, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44, as it may be amended, as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to DAS or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning the Contract.

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

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

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

41. TANGIBLE PERSONAL PROPERTY

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

1. For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any

Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 3. The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 4. The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

42. INDEMNIFICATION

- a) The Contractor shall indemnify and defend the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract for the acts or commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its

obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State. Neither party to this Agreement shall have any liability for special, indirect, incidental or consequential losses, costs, expenses and liabilities.

c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to DAS and, if requested, the Department prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to DAS. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

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

43. SOVEREIGN IMMUNITY

The parties acknowledge and agree that nothing in the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

44. SUMMARY OF STATE ETHICS LAWS

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-

81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

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

- a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d) 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 Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

46. CAMPAIGN CONTRIBUTION RESTRICTION

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

47. EXECUTIVE ORDERS

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services 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 14 and 19 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

48. NONDISCRIMINATION

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

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to

the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

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

f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

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

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

49. INTENTIONALLY OMITTED

50. 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.

51. TERMS AND CONDITIONS

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

52. WORKERS' COMPENSATION

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

53. ENTIRETY OF CONTRACT

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

54. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

(a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all

terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The Client Agency is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Client Agency, 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 Client Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (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. For the purposes of this Section of the Contract:
 - (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 or Contractor Parties.
 - (3) “Covered Entity” shall mean the Client Agency.
 - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, 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 Contract" refers to the HIPAA Provisions stated herein, in their entirety.

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

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

(15) "Unsecured protected health information" shall have the same meaning as the term as defined in § 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 Contract 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 Contract.

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

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

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

(6) Business Associate agrees 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 Contract 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 Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees that 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 two 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 Contract 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 contract.
- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the

breach is discovered by the Business Associate, 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 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 and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor or Contractor Parties.
- (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.

(i) Permitted Uses and Disclosure by Business Associate.

- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by

Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions.

- (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(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 Contract.

(l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
- (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
- (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

- (A) Except as provided in (1)(2) above, upon termination of this Contract, 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 Contract 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 Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of

the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6)Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7)Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

SIGNATURE PAGE OF CONTRACT

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

FUSION CAPITAL MANAGEMENT,
LLC (D/B/A FUSION CONSULTING)

STATE OF CONNECTICUT

BY: _____
BRYAN J. JAKOVIC
PRESIDENT

BY: _____
CAROL S. WILSON
DIRECTOR OF PROCUREMENT
Department of Administrative Services
Duly Authorized

DATE: _____

DATE: _____

APPROVED AS TO FORM:
OFFICE OF THE ATTORNEY GENERAL

BY: _____
JOSEPH RUBIN
ASSOCIATE ATTORNEY GENERAL

DATE: _____

CONTRACT AWARD
RFP-38 Rev. 3/12/14
Prev. Rev. 1/3/14

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

Aimee Cunningham
Contract Specialist

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

860-713-5250
Telephone Number

CONTRACT AWARD NO.:

13PSX0304

Contract Award Date:

18 August 2015

RFP Due Date:

9 May 2014

CONTRACT AWARD

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

DESCRIPTION: **Electronic Health Records System/Health Information Exchanges for the Department of Correction**

FOR:
Department of Administrative Services and Department of Correction

TERM OF CONTRACT:
19 August 2015 through 20 August 2020

AGENCY REQUISITION NUMBER: 58386

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
		\$4,481,625	\$4,481,625

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>)

Company Name: **Fusion Consulting, Inc. dba Fusion Capital Management, LLC**

Company Address: **1000 Route 9 North, Suite 205, Woodbridge, NJ 07095**

Tel. No.: **732-218-5705**

Contract Value: **\$4,481,625**

Contact Person: **Bryan Jakovcic**

Company E-mail Address and/or Company Web Site: **bryan.jakovcic@fusionmgt.com**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **Net 45**

APPROVED _____

Aimee M. Cunningham

(Original Signature on Document in Procurement Files)



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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Exhibit 2 – Product and Service Specifications

Additional Definitions

APRN means Advanced Practice Nurse. An APRN is a registered nurse (RN) who has completed an advanced graduate-level education program and has passed a national certification examination.

ASYNCHRONOUS QUERY means a second request to retrieve data from a database may begin to process before the response to an earlier query has completed.

AVAILABILITY means the time the System is fully operable and accessible to Users.

BATCH QUERY means a group of queries that are sent to a database at the same time in a single transaction or file.

CHART means the account of a patient's examinations and treatments that includes the patient's medical history and complaints, the Providers findings, the results of diagnostic tests and procedures, as well as medications and therapeutic procedures.

CMHC means Correctional Managed Health Care, the division of University of Connecticut Health Center that contracts with CTDOC to provide health services for CTDOC Inmates.

CLINICAL DECISION SUPPORT means built-in logic that the System uses to aid Providers in making clinical decisions.

CTDOC means the State of Connecticut Department of Correction.

DICOM means Digital Imaging and Communications in Medicine, a standard for handling, storing, printing, and transmitting information in medical imaging. It includes a file format definition and a network communications protocol.

DOT means **DIRECT OBSERVATION THERAPY**, a treatment method in which patients are under direct observation when they take their medication or receive their treatment.

ENCOUNTER means a clinical activity or interaction that requires documentation in a Patient Chart, including in-person visit, phone or telemedicine consultation with the Patient or a Provider to Provider interaction that leads to additional information about the Patient's condition or plan of treatment.

ENCOUNTER TEMPLATE means an electronic data entry vehicle that has been designed to facilitate documentation of an Encounter.

EMAR means Electronic Medication Administration Record. The EMAR is the System report that serves as a legal record of the drugs administered to a patient at a facility by a health care professional.

FLOWSHEET means a tabular or graphic summary of values or data that change over time.

FQHC means Federally Qualified Health Centers. Federally qualified health centers (FQHCs) include all organizations receiving grants under Section 330 of the Public Health Service Act (PHS).

FTP means File Transfer Protocol. File Transfer Protocol is an agreed upon set of rules used for transferring a file from one computer to another. Prior to sending, the file is translated into another form so that it can only be understood by the receive computer.

Exhibit 2 – Product and Service Specifications

HL7 means Health Level Seven, a widely accepted set of international standards for transfer of clinical and administrative data between software applications, The HL7 standards are produced by the Health Level Seven International, an international standards organization.

HL7 TRANSACTION means an electronic transmission of data formatted and transferred using the international Health Level Seven standards (see HL7).

HIE means Health Information Exchange which is a technical infrastructure to connect computer systems or other electronic devices used to facilitate the secure transmission of health information.

HIPAA means the Health Insurance Portability and Accountability Act of 1996.

HOSTED means the System is fully supported by the Contractor including running on computer servers supplied and managed by the Contractor or on servers available to the Contractor as a contracted service, but still the responsibility of the Contractor.

HSA means the Health Services Administrator who oversees the CMHC staff within a functional unit.

INFIRMARY means dedicated space within a facility providing 24- hour medical or mental health care to Patients as needed.

INMATE means a person under the custody of CTDOC.

IT means Information Technology.

KOP means “Keep on Person” – medications that an Inmate self-administers.

JDH means John Dempsey Hospital located in Farmington, Connecticut.

LP means Licensed Practitioner. An individual who is licensed by the state of Connecticut to provide care and services without direction or supervision, within the scope of the individual’s license. An LP is usually a physician, dentist, nurse practitioner, or nurse midwife.

MAR means Medication Administration Record. The MAR is the report that serves as a legal record of the drugs administered to a patient at a facility by a health care professional. The MAR is a part of a patient's permanent record on their medical Chart.

MD means medical doctor or physician.

NKA means no known allergies.

NKDA means no known drug allergies.

ODBC means Open Database Connectivity - a standard Software interface for access database management systems.

OMS means the Offender Management System currently in use at DOC.

OMIS means the Offender Management Information System currently planned to replace the OMS at DOC.

ONC means Office of the National Coordinator for Health Information technology.

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ORDER means a direction or instruction given by a Provider on behalf of a patient.

ORDER SET means a group of orders that have been placed on a single screen, template or list to facilitate a clinical work flow.

OTC means “over the counter” medications (non-prescription).

PACS means Picture Archiving and Communication Systems. This is a system used by radiology departments to replace film with electronically stored and displayed digital images. It provides archives for storage of radiology images, integrates images with patient database information, facilitates laser print of images, and displays both images and patient information.

PATIENT PORTAL means a secure website that gives Patients access to personal health information.

PDF-A means Portable Document Format in the public domain.

PATIENT means an individual under the custody of CTDOC who receives medical, mental health, dental, or substance abuse services.

PROBLEM means an entry on the Patient’s Problem List.

PROBLEM LIST means a section of the Patient’s Chart that contains a list of current and past medical diagnoses.

PROVIDER means an individual provider of health care services, such as a LP, RN, social worker or case manager.

RELATIONSHIP MANAGER means the Contractor’s representative who oversees the overall relationship between the Contractor and CTDOC. The Relationship Manager shall assist with the CTDOC program design, growth strategies, contract and rebate discussions, program enhancements and CTDOC satisfaction.

RFID means Radio Frequency Identification. RFID is the wireless use of electromagnetic fields to transfer data, for the purposes of automatically identify and track tags attached to objects.

RN means Registered Nurse. A registered nurse is an individual who has graduated from a nursing program and has passed a national licensing exam to obtain a nursing license.

SCHEDULER means person who uses the System to create Provider and resource schedule templates and handles appointment scheduling.

SFTP means a Secure File Transfer Protocol, which is a File Transfer Protocol (FTP) with the additional security of transferring the file over a secured connection channel.

SOAP means Simple Online Access Protocol, used for communication between applications.

SOUNDEX means a phonetic code system intended to suppress spell variations, used to encode surnames for the linkage of medical records.

SENSITIVE INFORMATION means information in a Patient’s medical Chart that requires special authorization to view or update.

STATE means the State of Connecticut.

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STRUCTURED DATA means an individual data item that is stored in a predefined database field in a specific format. Structured Data may, in addition, be restricted in range or list of permissible values.

SYNCHRONOUS QUERY means that a second request to retrieve data from a database may not begin to process before the response to an earlier query has completed.

SYSTEM OUTAGE means a period of time, planned or unplanned, when the System is unavailable for use.

UCHC means University of Connecticut Health Center.

UR means Utilization Review. Orders and referrals that require a Patient to obtain special services require approval by a utilization review committee and which are not processed until such review has been completed.

USER means a person who uses the System “as is” after it has been fully developed, customized and installed.

WAN means Wide Area Network, a telecommunications network that links CTDOC facilities across the State through leased telecommunication lines.

WORKFLOW means the order in which tasks are completed.

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Functional, Technical and Business Requirements

Contractor warrants that the System inherently performs the following functions or can be customized to perform the follow functions at the request of CTDOC at no additional cost.

Retrieval, Update, Archiving and Purging of Patient Information

1.	The System will allow the User to search for Inmates using the follow criteria (RT-1,2): <ul style="list-style-type: none">• Name• Partial Name• Name Soundex• Alias• Inmate Number• Social Security Number• Date of Birth• Outside medical record number (e.g. JDH, UCHC)• Inmate Incarceration Status• Facility• Cell block or location• Incarceration dates
2.	The System will retain the User’s search preferences (RT-3)
3.	The System will allow CTDOC to retain data of patients indefinitely or to establish and modify patient record retention criteria, and will allow CTDOC to purge patient data once the retention period has expired. (RT-4)
4.	The System will allow CTDOC to archive an entire record of a patient or portions of the records of the patients based on age of record or date last accessed (RT-5)
5.	The System will allow the User to immediately retrieve archived records from within the System (RT-6)
6.	The System will allow multiple Users to view and update the same medical Chart simultaneously (RT-6,8)
7.	The System will prevent a User from updating data that is currently being updated by another User, and will display a message to the User that the data is unavailable for update. (RT-9)
8.	The System will make data saved in one screen or module immediately available in all other modules of the application (RT-10)
9.	The System will allow CTDOC to archive patient data without requiring a System Outage (RT-11)
10.	At the time a User accesses the record of a patient who has been discharged from the CTDOC, the System will display a message indicating that the patient is not currently an Inmate. (RT-12)
11.	The System will allow the User to print the records of a patient by each or all periods of incarceration, date range, with and without Sensitive Information and by medical specialty. (RT-13)
12.	The System will allow the User to print an entire record of a patient or selected pages, documents or sections of the record. (RT-14)

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Registration

1.	System will accept from OMS real-time registrations for new patients and patient updates. (RE-1)
2.	System will accept daily updates to a file from the OMS (RE-2)
3.	System will automatically re-activate a record that is inactive based on information received from OMS for a newly incarcerated Inmate who has had previous incarcerations (RE-3)
4.	System will store all data received from the OMS as Structured Data items in the System available for display and query (RE-4)
5.	System will allow the User to register a patient and generate a medical record number using only name, sex and date of birth (RE-5)
6.	System will send and receive Structured Data for demographic information to the OMIS via SOAP protocol (RE-8)
7.	System will identify and highlight potential duplicate patient records that have been generated by either the manual registration process or received as OMS updates (RE-9,10)
8.	System will allow the User to merge patient records with duplicate patient records, mark an incorrect Inmate record as inactive and cross-reference the two records (RE-11)
9.	System will allow CTDOC to correct records that have been merged in error. (RE-12)
10.	System will allow CTDOC to define, store and search an unlimited number of identification and account numbers that have been supplied by external systems. (RE-13)

Scheduling

1.	The System will allow CTDOC to build templates for scheduling any type of resource or appointment that is schedulable. (SC-1,2)
2.	The System will allow CTDOC to link schedules and require certain resources or events as determined by CTDOC, or both, be scheduled together. (SC-3)
3.	The System will allow the User to enter urgency and location for a scheduled appointment. (SC-4)
4.	The System will allow the User to search appointments by Provider, Provider type, location, type of appointment, and ranges related to date and time. The System will allow the User to search multiple criteria simultaneously. (SC-5)
5.	The System will allow the User to schedule recurring appointments (SC-6)
6.	The System will allow CTDOC to designate its own terms to describe the status of an appointment. (SC-7)
7.	The System will allow CTDOC to schedule appointments with Providers in multiple locations. (SC-9)
8.	System will allow CTDOC to limit the access of Users to view and change schedules by type, department or location (SC-10)
9.	The System will allow the User to override the default duration for the type of appointment. The System will display a message to the User if the User is attempting to alter the default duration. (SC-11)
10.	The System will allow the User to overbook appointments. The System will display a message to the User if User is attempting to overbook an appointment. (SC-12)
11.	The System will allow the User to book appointments outside of the default scheduled times. The System will display a message to the User if User is attempting to schedule an appointment outside the default time period. (SC-13)
12.	The System will display a warning message if the User attempts to schedule an appointment at a time a

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	Patient is unavailable. (SC-14)
13.	The System will allow the User to display multiple schedules simultaneously. (SC-15)
14.	The System will allow the User to create online wait lists for appointments for particular appointment types, acuities, Providers, and Provider types (SC-16)
15.	The System will automatically cancel appointments and remove a Patient from the wait lists for appointments if the Patient is transferred or discharged. (SC-17)
16.	The System will automatically place appointment requests in a work queue at the “transfer to” facility when appointments are cancelled due to a Patient’s transfer between CTDOC facilities (SC-18)
17.	System will use SOAP protocol to make the Patient’s medical schedule available to OMIS (SC-25)
18.	The System will retrieve schedule messages from the OMIS using SOAP format. (SC-24)
19.	When an appointment, clinic or session is cancelled, the System will allow the User to add the affected Patient(s) to a work list for rescheduling (SC-21)
20.	The System will allow the User to simultaneously transfer all appointments for a session or time period from one Provider to another in a specific location (SC-22)
21.	The System allow the User to view, print and export schedules based on the following parameters: <ul style="list-style-type: none"> • Date and time range • Type of appointment and or resource • Individual resource or Patient (SC-23)
22.	The System will allow the User to schedule appointments and blocks of time that are not tied to a Patient (SC-26)
23.	The System will allow the User enter a new appointment with status of “arrived” for walk-in Patients (SC-27)
24.	The System will display a message to the User if the User changes or cancels an appointment that is linked to another appointment. (SC-30)
25.	The System will allow CTDOC to specify which fields are required fields for scheduling of appointments. (SC-31)
26.	The System will allow the User to set up single occurrence group clinics and therapy sessions. (SC-32)
27.	The System will allow the User to set up recurring group clinics and therapy sessions (SC-32)
28.	The System will allow the User to limit the number of slots for participants in a group clinic or therapy session. (SC-32)
29.	The System will display a message if the User attempts to schedule additional Patients when the clinic or therapy session is full (SC-32)
30.	The System will display a message if the User attempts to schedule a Patient for a clinic or therapy session if the Patient is already scheduled for a clinic of that type or if the Patient has a conflicting appointment. (SC-32)
31.	When a group clinic or therapy session is cancelled or rescheduled, the System will automatically change the schedules of the participating Patients (SC-33)
32.	The System will display a message if the rescheduling of an event causes a conflict in one or more Patients’ schedules (SC-33)
33.	The System will allow the User to cancel or reschedule a subset of the event attendees. (SC-33)

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34.	The System will allow the User to enter the reason an event is cancelled or rescheduled. (SC-33)
35.	The System will allow the User to mark the group appointment complete for one, some, or all of the participants. (SC-33)

Order Entry

1.	The System will allow CTDOC to create any type of Order (OE-1)
2.	The System will automatically update an Order that has been sent electronically to an external system upon receiving updated information from that system (OE-3)
3.	The System will allow the User to update the status of an Order. (OE-4)
4.	The System will allow the User to send any type of Order to a work queue within the System (OE-5)
5.	The System will allow the User to enter Orders to be executed at a future date, with the option of placing them in a “pending” status (OE-6)
6.	The System will allow the User to enter repeat and recurring Orders (OE-7)
7.	The System will allow the User to specify the urgency of an Order (OE-8)
8.	The System will allow CTDOC to require Users to document their reasons for cancellation, change or discontinuation of Orders. (OE-9)
9.	System will be delivered with Order Sets for common conditions and common admitting diagnoses. (OE-10,11)
10.	The System will allow CTDOC to designate “pre-selected” or default Orders in an Order Set. (OE-12)
11.	The System will automatically send Orders for Provider co-signature when needed (OE-13)
12.	The System will allow CTDOC to customize printed Orders to include CTDOC approved headers, logos and any other information deemed necessary (OE-14)
13.	The System will allow the User to print and reprint Orders as needed (OE-15)
14.	The System will allow CTDOC to fax Orders via existing fax devices on the CTDOC network automatically or on demand without the purchase of additional 3rd party Software or hardware. (OE-16)
15.	The System will allow CTDOC to set up automatic cancellation or discontinuation of Orders when an Inmate is released or transferred to another facility. (OE-17)
16.	The System will allow CTDOC to set up automatic alerts to designated personnel for Orders requiring UR and to hold execution of such Orders for approval (OE-18)
17.	The System will allow CTDOC to set up tracking of UR comments and approval signatures with date/time (OE-20)
18.	The System will notify the request Provider when an Order that required UR is approved or denied (OE-24)
19.	The System will allow the User to override UR hold in situations specified by CTDOC. (OE-19)
20.	The System will allow the User to filter and sort Orders by status, type, ordering department, urgency and ordering Provider (OE-21)
21.	The System will allow the User to apply multiple filter and sort criteria at one time. (OE-22)
22.	The System will allow CTDOC to specify Order types that must link with a Problem on the patient’s Problem List. (OE-23)

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23.	The System will allow the User to add to an Order for a clinical test as long as the test has not yet been performed. (OE-25)
24.	The System will allow the User to save and update lists of frequently-used Orders for all Order types. (OE-26,7)
25.	The System will allow CTDOC to define lists of often-used Orders by medical specialty (OE-26)

Medication Lists and Order Entry

1.	The System will allow the User to enter medications prescribed to Patients prior to incarceration (ME-1)
2.	The System will allow the User to Order refills of medication without a clinical note (ME-3)
3.	The System will allow the User to enter non-prescription medications (ME-4)
4.	The System will allow the User to type in drug name and dose information for a medication that is not in the list of available medications. (ME-5)
5.	The System will allow the User to search for medications by brand or generic medication names (ME-6)
6.	The System will display prescriptions by both generic and brand names (ME-7)
7.	The System will allow the User to identify the source of information about a Patient’s medications. (ME-8)
8.	The System will allow the User to perform medication reconciliation at Inmate intake and discharge (ME-8,9)
9.	The System will allow the User to enter Orders for medication with all of the following data: drug, strength, dose, route, frequency, discontinuation date and/or duration, and indication for use (ME-10)
10.	The System will allow CTDOC to block a Provider from prescribing a drug indefinitely. (ME-11)
11.	The System will allow the Provider to specify method of administration for a medication as KOP (Keep on Person) or DOT (Direct Observation Therapy). The method of administration will be stored as Structured Data (ME-12)
12.	The System will allow the Provider to specify that a medication is to be started using the contingency supply held on-site at the Patient’s facility rather than waiting for the medication to be ordered and delivered. This information will be stored as Structured Data (ME-12)
13.	The System will record the identity of the User, the action performed and the date and time performed stamp for all prescription related actions. (ME-13)
14.	The System will allow User who is not a licensed prescriber to enter Orders for medication on behalf of the LP, and will send the Order to the LP for electronic signature (ME-14)
15.	The System will allow a nurse to administer over-the-counter medications per nursing protocol and distributed to the MAR and or distribution list.
16.	The System will simultaneously populate the list of medications for the individual Patient and the distribution list for medications for the facility. (ME-17)
17.	The System will allow the User to specify that a medication has been Ordered or dispensed for an Inmate’s discharge, travel or transfer (ME-18, MA-15)
18.	The System will allow CTDOC to limit access to certain medications by facility (ME-19)
19.	The System will allow the User to enter non-standard schedules for dosing, including tapering dose, alternating dose, variable doses, sliding scales and weight-based dose calculation. (ME-20)

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20.	The System will allow CTDOC to automatically generate prescription renewals and send them to the Ordering Provider for review and approval. (ME-21)
21.	The System will automatically check for drug–drug interactions, drug-allergy interactions and drug-disease interactions/ warnings when medications are Ordered (ME-22)
22.	The System will automatically check for drug–drug interactions, drug-allergy interactions and drug-disease interactions/ warnings when medication Orders that have been entered for future use are activated by the User.(ME-22)
23.	The System will allow the User to disable mild and moderate messages related to drug interactions (ME-23)
24.	The System will display a message if any medications have been excluded from interaction checking. (ME-24)
25.	The System will require the User to enter an explanation when choosing to override a severe interaction warning message (ME-25)
26.	System will transmit Orders to the CMHC pharmacy immediately upon electronic signature. (ME-26)
27.	The System will allow the User to print a list of medications for patients including last dose taken. (ME-28,31)
28.	System will allow the User to print a list of medications for patients and instructions written in layman’s terms in English or Spanish (MA-11)
29.	The System will allow the User to print a voucher containing prescriptions and proof of Medicaid enrollment for presentation to non-CMHC pharmacies. (ME-29)
30.	The System will allow CTDOC to limit the printing of prescriptions to designated printers (ME-30)
31.	When a medication Order is entered for a drug requiring approval, the System will allow the User to automatically hold the Order and route it for approval. (ME-32)
32.	The System will allow the CMHC pharmacy staff to electronically communicate changes, interventions, recommendations and questions to the prescribing Provider (ME-34)
33.	The System will allow CTDOC to include the prescribing LP’s DEA Number and CMAP (Medicaid) Number
34.	The system will allow the User to communicate a Patient’s list of medications via paper, via ePrescribing or via Fax.(ME-28)

Medication Process and Administration

1.	The System will allow the User to update a status of an Order for medication to “received” when the medication is received from the pharmacy (MA-1)
2.	The System will allow the User to document that a medication has been given to a patient, not given or refused by the patient. (MA-4)
3.	The System will display a message to the User when the entry of a refusal by a Patient constitutes 3 or more refusals of that medication by the Patient (MA-5)
4.	The System will allow the User to enter the reason a medication was not given or refused as a Structured Data element and CTDOC shall be able to customize how such element is represented. (MA-6)
5.	The System will allow the User to enter the date and time a medication was given and add comments (MA-7)

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6.	The System will allow the User to enter the drug administered, dose administered, means of administration, site of injection, if any, and who administered. (MA-8)
7.	The System will allow the User to enter immunizations, including the site of injection, the manufacturer, the lot number, the quantity given and the date of expiration. (MA-8)
8.	The System will allow the User to view and print a MAR and medication distribution records for individual or multiple Patients with the option of specifying a range of dates, a range of times or by User administering medications, or any combination of the three. (MA-9)
9.	The System will allow the User to enter information detailing the distribution of KOP medications to Patients, including date and time distributed, and distributor (MA-10)
10.	The System will be allow the User to view and print the MAR in a Flowsheet format with medications as rows and dates and times administered or distributed as columns. (MA-13)
11.	The system will allow the User to view, sort, filter, and print schedules for the distribution of medications by individual patient or cell block (MA-16)

Post of Results and Reports for Diagnostic Services

1.	The System will identify and highlight test results that have been designated as abnormal by the sending external system. (RR-1)
2.	The System will allow the User to enter the results of any tests performed (RR-3)
3.	The System will allow CTDOC to define formats for viewing results online (RR-4)
4.	The System will inform the Ordering LP when a new test result is received electronically from external systems. (RR-5)
5.	The System will allow Providers to acknowledge that a result has been reviewed by signing the result with an electronic signature and will record the timestamp when the Provider signs the result. (RR-6)
6.	The System will overlay a previously received result with a new or revised result if one is received electronically from an external system. (RR-7)
7.	The System will retain all reported results and will allow the User to view them. (RR-8)
8.	The System will store results and reports in a Patient's record without an associated Order or Encounter. Such reports will be displayed in the same manner as those with associated Orders and Encounters. (RR-10)
9.	The System will allow User to view radiology images. (RR-11)
10.	The System will send copies of test results to multiple Providers at the request of User. (RR-12)

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Documentation of Patient Encounters and Visits

1.	The System will be delivered with Encounter Templates and treatment plans that support administrative, nursing, pharmacy and licensed Provider job functions, including discipline specific Templates that incorporate clinical practice guidelines for all medical specialties practiced in CTDOC facilities, including OB/GYN, internal medicine, adolescent medicine, psychiatry and mental health, dentistry substance abuse and addiction services, orthopedic consultation and follow-up, general surgery consultation and follow-up, podiatry, optometry, physical therapy , infectious disease and endocrinology. (CD-1)
2.	The System will allow CTDOC to develop Encounter Templates to support Encounters other than direct patient care. (CD-3)
3.	The System will allow CTDOC to add drop down boxes, radio buttons and check boxes to facilitate the entry of Structured Data (CD-5)
4.	The System will allow CTDOC to define default values for any field (CD-6)
5.	The System will allow the User to add Encounter Templates into any Encounter as needed (CD-7)
6.	The System will allow the User to enter free text notes (CD-8)
7.	The System will allow the User to enter new and changed Orders, directives, Problems, medications, prescriptions and allergies within Encounter Templates (CD-9)
8.	The System will allow the User to search for a Problem using description, code, partial description or partial code (CD-11)
9.	The System will allow the User to enter Problems into a Problem List, including all of the follow data items: <ul style="list-style-type: none"> • Problem code (ICD9, ICD10 and SNOMED CT) • Problem descriptions based on the SNOMED CT standard controlled vocabulary • Onset date • Severity of Problem • Updates from relevant data in the progress notes • Change in clinical status (CD-12)
10.	The System will allow the User to enter allergies and adverse reactions including the follow data elements: <ul style="list-style-type: none"> • Drug class and drug • Causative agent (non-drug) • Nature of reaction • Signs or symptoms • Originator • Observation date • Severity • Allergy has been verified by a clinician (CD-13)
11.	The System will allow the User to document that an allergy was entered in error (CD-14)
12.	The System will allow the User to incorporate photos and diagrams into the Encounter note. (CD-16)
13.	The System will allow the User to draw freehand illustrations and make notations on photos or diagrams as part of the Encounter. (CD-17)

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14.	The System will allow CTDOC to incorporate messages into Encounter Templates that: <ul style="list-style-type: none"> • Prompt the User to enter required data elements (CD-18) • Inform the User when data entered is out of range or violates logical rules for that element (CD-19) • Incorporates business rules and logic that drives data entry and flow of the Encounter (CD-20) • Perform calculations (CD-21)
15.	The System will allow the User to save incomplete Encounters (but require the completion of required items prior to final signature or approval) (CD-22)
16.	The System will allow CTDOC to incorporate data from prior Encounters into a new Encounter. (CD-23)
17.	The System will allow the User to incorporate data from other parts of the Chart, including vital signs, labs, or text from other Encounters or sections of the Chart without leaving the current Encounter Template. (CD-24)
18.	The System will allow the User to enter numeric and non-numeric Structured Data using a Flowsheet format (CD-27)
19.	The System will allow Providers to generate a bill based on services performed and items provided (CD-28)
20.	The System will provide guidance to Providers regarding appropriate coding of the bill. (CD-28)
21.	The System will allow the User to append completed Encounters with additional text. (CD-29)
22.	The System will be delivered with standard nursing protocols and procedures for common conditions. (CD-31)
23.	The System will allow CTDOC to develop Encounter Templates that set multiple fields on the screen to predetermined values with a single click. (CD-33)
24.	The System will allow the User to enter a past date or time for any documentation task but will record the date and time entered in the System for audit purposes (IR-18)

Chart and Data Review

1.	The System will be delivered with a patient summary screen that provides an overview of Patient data, including demographics, photos, Problems, medications, allergies, labs, directives, health maintenance alerts, correspondence and Encounter notes (CR-1)
2.	The System will allow the User to customize the content and format of the summary data screen. (CR-2)
3.	The System will allow the User to select an element in the summary screen and with one click or action to obtain a detailed view of that element (CR-3)
4.	The System will allow the User to sort and filter the Patient's Problems by: <ul style="list-style-type: none"> - Active or Inactive - Date last updated - Entering Provider - Updating Provider (CR-4)
5.	The System will allow the User to sort and filter the Patient's medications by: <ul style="list-style-type: none"> - Current or Past - Date ordered - Therapeutic class

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	<ul style="list-style-type: none"> - Date last refilled - Ordered by Provider - Updated by Provider (CR-5)
6.	<p>The System will allow the User to sort and filter Patient’s documents by:</p> <ul style="list-style-type: none"> - Type - Date of Encounter - Provider - Facility (CR-6)
7.	The System will allow the User to set up customized views of medications, documents and Problems and will retain those settings for that User (CR-7)
8.	The System will allow the User to view numeric and codified data in a Flowsheet format (CR-8)
9.	System shall be delivered with Flowsheets for a variety of conditions. At a minimum, these will include diabetes, congestive heart failure (CHF) and pregnancy. (CR-9)
10.	The System will allow the User to display Flowsheets with date and time on the Y axis (first column) (CR-10)
11.	The System will allow the User to graph numeric data (CR-11)
12.	The System will allow the User to modify date and time range and timescale displayed (CR-12)
13.	The System will allow the User to select a Flowsheet cell to obtain related data with a single click (CR-13)
14.	The System will allow the User to select a medication, Problem, Order or allergy to view the notes from the Encounter during which the item was recorded (CR-14)
15.	System will allow the User to search a Patient’s record for a word or phrase and will return all documents that contain that word or phrase (CR-15)
16.	System will allow the User to highlight abnormal findings (CR-16)
17.	System will provide a banner that displays key clinical and demographic information at the top of the screen at all times when a Chart is being viewed or updated. (CR-17)

Workflows

1.	<p>The System will allow the User to view a summary of all of the following on the summary screen:</p> <ul style="list-style-type: none"> - Upcoming schedule - Items requiring review or signature, or both - Tasks requiring completion - Messages and alerts (WF-1)
2.	<p>The System will allow the User to perform any of the following from the summary screen with no more than two clicks:</p> <ul style="list-style-type: none"> - Detailed view of a scheduled appointment - Detailed view of tasks, messages and alerts - Access the full Chart of a patient listed on the summary screen (WF-2)
3.	The System will allow the User to customize the summary screen to hide or change the size of items displayed and will retain these settings for later use. (WF-3)
4.	The System will allow the User to sign documents without leaving the desktop. (WF-4)

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5.	The System will allow CTDOC to automate the steps in a Workflow. (WF-5)
6.	The System will allow the User to override an automated Workflow. (WF-6)
7.	System will be delivered with a set of recommended administrative and clinical Workflows. (WF-7)
8.	The System will allow the CTDOC to customize Workflows by the type of Encounter, facility and specialty. (WF-8)
9.	The System will allow CTDOC to use data updates sent by the OMS or OMIS to drive Workflows. (WF-9)

Decision Support

1.	The System will be delivered with multi-disciplinary Clinical Decision Support that is built on NCCHC guidelines. (DS-1)
2.	The System will provide prompts to improve adherence to care plans, guidelines, and protocols at the point of information capture and will be capable of tracking compliance to such care plans, guidelines, and protocols (rules). (DS-2)
3.	The System will allow CTDOC to require the Provider to document reasons for deviating from established guidelines. (DS-3)
4.	The System will allow the User to access external medical research and literature databases. (DS-5)
5.	The System will allow CTDOC to utilize data from all sections of the Chart to provide Clinical Decision Support to Providers. (DS-6)
6.	The System will allow CTDOC to define messages that are displayed to Providers during data entry. (DS-7)
7.	The System will allow CTDOC to define messages that are displayed to Providers during data entry if that Patient is already in an existing medical registry or disease management program. (DS-9)
8.	The System will be delivered with demographically appropriate preventive medicine questionnaires to be completed by Providers during the Encounter. (DS-11)
9.	The System will allow CTDOC to suppress Clinical Decision Support logic provided with the System. (DS-12)
10.	The System will allow CTDOC to trigger Clinical Decision Support rules at any point during data entry. (DS-13)

Health Maintenance

1.	The System will be delivered with built-in health maintenance System alerts and reminders to Provider when Patients are due for routine tests and procedures based on age, sex and health conditions (HM-1)
2.	Health maintenance reminders will appear on the Patient’s Chart and may be routed automatically to work queues for scheduling or other action (HM-2)

Document and Image Scanning Capabilities

1.	The System will allow the User to scan any paper document into the Patient’s Chart as a stand-alone document (DI-1)
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Exhibit 2 – Product and Service Specifications

2.	The System will allow the User to scan and store PDF-A, .JPG, .and BMP. File extensions (DI-2)
3.	The System will allow the User to attach a scanned document or file to an Encounter (DI-3)
4.	The System will allow the User to define scanned document types and categories for filing. (DI-4)
5.	The System will allow the User to add and modify date and document descriptions (DI-5)
6.	The System will allow the User to store scanned documents in folders with other forms of electronic documents. (DI-6)
7.	The System will allow the User to add text annotations to a scanned document (DI-7)
8.	The System will allow the User to store photos and films (DI-8)
9.	The System will send documents received in the System by fax or scanned by the User to a workflow queue for indexing and annotation. (DI-10)

Communication

1.	The System will allow Users to send messages to any number of other Users. (CO-1)
2.	The System will allow the User to reply to sender, reply to all and forward received messages (CO-1)
3.	The System will allow the User to highlight messages and sort them to the top for immediate response. (CO-2)
4.	The System will allow the CTDOC to define mailboxes that may be read and processed by multiple Users (CO-3)
5.	The System will allow the User to define message distribution groups (CO-4)
6.	The System will allow the User to delegate access, temporarily or permanently, to his or her mailbox (CO-5)
7.	The System will allow the User to the set an out of office message (CO-6)
8.	The System will retain all message data permanently, including sender, date and time sent, priority, type, required response date and time, date and time opened and status of the message. (CO-7)
9.	The System will allow the User to sort, filter and organize messages (CO-8)
10.	The System will allow CTDOC to customize priorities and types of messages. (CO-9)
11.	The System will allow the User to attach a message to a Patient's Chart or a specific section of the Chart (CO-10)
12.	The System will allow the User to forward all or a section of the Patient's Chart to another facility without exposing the remainder of the Chart (CO-11)
13.	The System will allow the User to send non-Patient related messages (CO-12)
14.	The System will allow CTDOC to define workflow for messages which will automatically forward a message to another recipient based on customized rules. (CO-13)
15.	The System will flag messages as opened when they are read. (CO-14)
16.	The System will allow CTDOC to set up automated workflow queues, customizable by facility, based on message types. (CO-16)

Exhibit 2 – Product and Service Specifications

17.	The System will provide a directory which includes all Users, searchable by User name, facility and type of User. (CO-17)
18.	The System will allow CTDOC to integrate the internal messaging with a Users' pagers and cell phones. (CO-18)
19.	The System will allow the User to schedule electronic reminders to self or others with future dates (CO-19)
20.	The System will allow the User to communicate securely with outside email systems (CO-15,20)

Patient Education

PE-1	<p>The System will be delivered with a comprehensive, printable Patient education guide with instructions written at a fifth grade reading level or lower, including (PE-1,2)</p> <ul style="list-style-type: none"> • Immunizations • Oral Hygiene • Chronic Disease • Medication information • Wound Care • Low Back Pain Exercises • How to take your medicine • Patient Education • Healthcare Guidelines • Discharge Planning
PE-3	The System will be delivered with educational information to be given to a Patient upon discharge. (PE-3)
PE-6	The System will be delivered with instructions and educational and healthcare guidelines for Patients in English, Spanish, French and German. (PE-6)

Patient Forms

1.	The System will allow CTDOC to develop online versions of any of the paper forms currently used by CMHC and CTDOC Health Care Services. (PF-1)
2.	The System will allow CTDOC to pre-populate forms with any Structured Data stored in the System for a Patient.(PF-2)
3.	The System will allow the User to save completed forms. (PF-3)
4.	The System will allow Patients and Users to sign forms electronically via tablet or USB signature capture pad.(PF-4)
5.	The System will automatically maintain printer-compatible versions of all vehicles for capturing data, including patient forms, Flowsheets and Encounter Templates. (PF-5)
6.	The System will create a log entry whenever a Patient form has been printed. (PF-6)

Patient Portal

1.	The System will allow the Patient to register for the portal using a combination of identifiers, including
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Exhibit 2 – Product and Service Specifications

	Inmate number. (PP-1)
2.	The System will allow the Patient to access education that has been Ordered by a Provider via patient portal and will track when the Patient accesses the education materials. (PP-2)
3.	The System will provide the following forms in the Patient Portal: (PP-3) <ul style="list-style-type: none"> • Request for health care • Request for copy of Chart information • Request for authorization to review medical Chart • Health care complaint or concern
4.	The System will allow the Provider to send section(s) of the Patient’s Chart to the Patient portal for review by the Patient. (PP-5)

Regulatory and Standards Compliance

1.	The System must comply with all federal and State laws relevant to correctional healthcare (RC-1)
2.	The System and any upgrades must comply with all comply with federal and State laws relevant to correctional healthcare at no additional cost and within mandated timeframes. (RC-2)
3.	The System and any upgrades must comply with National Commission on Correctional Health Care standards (RC-3)
4.	The System is ONC-CCHIT 2014 Certified by the Office of the National Coordinator (“ONC”) for Health Information Technology (ONC) which is part of the United States Department of Health and Human Services. Subsequent upgrades must remain current and will be certified under the most up-to-date version of the ONC EHR Certification Criteria which is administered by the ONC.

Reporting

1.	The System will allow the User to build queries using multiple data tables and conditions. (RP-2)
2.	The System will allow CTDOC to run queries and reports on demand, schedule reports to run at a later time or schedule reports to run daily, weekly, monthly or temporarily for a range of dates. (RP-3)
3.	The System will allow CTDOC to send scheduled reports via secure email or SFTP. (RP-4)
4.	The System will allow CTDOC to view reports online within the System or save reports to PDF-A, word, or CSV format. (RP-5)
	The System will allow CTDOC to run any query and canned or standard report delivered with the System without degrading System performance. (RP-6)
	The System will be delivered with a standard Patient summary report that prints out key clinical data including Problems, medications, allergies, current Orders, recent labs and vital signs (RP-7)
	The System will allow CTDOC to write new reports using Microsoft SQL Report Services and Crystal Reports. (RP-8)
	The System will be delivered with detailed and summary security audit reports that track activity by Provider, by Patient and by activity type. (RP-9)
	The System will allow CTDOC to write new reports using any data stored in the System database. (RP-11)

Exhibit 2 – Product and Service Specifications

Ease of Use

1	The System will allow CTDOC full access to all functions available on Desktop PCs, Tablets, and Laptops and smart phones (US-1,2)
2	The System will allow CTDOC to provide access for individuals with disabilities and will adhere to World Wide Web Consortium’s (W3C) Web Accessibility Initiative and Section 508 of the Rehabilitation Act for guidance and best practices for procuring, develop and maintain accessible information technology. (US-3)
3	The System will allow CTDOC to fax documents without the purchase of additional fax server(s) (US-5)
4	The System will allow CTDOC to enter data into the System using the following technologies: (CTDOC will be responsible for procuring the necessary hardware to achieve this functionality) (US-7) <ul style="list-style-type: none">· Voice recognition· Touch screen· Handwriting recognition· Electronic Pen Signature· Barcode reader
5	The System will allow the User to save and recall frequently-used text phrases and paragraphs during data entry. (US-8)

Help Functions

1.	The System will provide on-line help functionality. (HE-1)
2.	The System will be delivered with context-specific help information for functions and fields (HE-2)
3.	The System will launch the help function in a separate window (HE-3)
4.	The Contractor shall provide “how-to” videos, subject to the review and approval of CTDOC (HE-4)
5.	The System will allow CTDOC to customize help text as needed and without limit. (HE-5)

Error Correction

1.	The System will enable the User to correct data and documents that have been misfiled or entered in error without requiring the intervention of IT support staff. (EC-1)
2.	The System will require the User to enter a reason for the correction of data or documents. (EC-2)
3.	Documents or data entered in error will be hidden from default or general view but retained on the Chart with a status showing that the information has been removed from view. (EC-3)
4.	The System will enable the User to retrieve corrected and deleted documents and audit trail. (EC-4)

Exhibit 2 – Product and Service Specifications

Special and/or Specialty-Specific Capabilities

Dental

1.	The System will allow the User to enter, store, and display dentistry specific exam information including fillings and missing teeth in a Structured format (DE-1)
2.	The System will allow the User to display the dental Chart graphically (DE-2)
3.	The System will allow the User to display diagnostic quality dental radiographs stored in an external system or internally (DE-3)

Behavioral Health

1.	The System will allow the User to enter the classification of mental disorders using the Diagnostic and Statistical Manual of Mental Disorders (DSM) 5 lexicon. (BH-2)
2.	The System will allow the User to document a note for a group therapy once and copy it to the Charts of all Patients in the group with one System command. (BH-3)

Infirmiry Care

1.	The System will allow the User to admit and discharge Patients to and from the Infirmiry. (IC-1)
2.	The System will allow the User to enter admitting and discharge diagnoses (IC-2)
3.	The System will allow the User to maintain a list of Infirmiry beds, assign Patients to those beds, and transmit updates to other systems (IC-3)
4.	The System will allow the User to perform medication reconciliation upon Infirmiry admission and discharge. (IC-4)
.	The System will allow the User to record in-patient nursing care documentation including: - I & O Charting which is tracking the measure of food and fluids that enter and exit the body - Vital signs - Pain level - IV Placement and removal - Wound care - Restraint monitoring/range of motion - Patient care needs including ambulation, toileting, bathing, feeding - Placement and removal of therapeutic devices, including restraints (IC-5)
.5	The System will allow the User to link documentation associated with medical procedures to CPT codes which are the standard current procedural terminology published by the American Medical Association. (IC-6)
6.	The System will generate work lists for nurses automatically from Provider Orders. (IC-7)
7.	The System will allow CTDOC to add and modify beds and units (IC-8)

Special Programs and Research

1	The System will allow CTDOC to develop templates, forms, reports and Flowsheets to support CTDOC and CMHC special programs and initiatives as they arise. The System will be delivered with templates, forms, reports and Flowsheets to support current CTDOC smoking cessation and addiction services initiatives. CTDOC staff will assist Contractor in developing smoking cessation and addiction services forms and reports. (SP1-3)
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Exhibit 2 – Product and Service Specifications

Interfaces and Interoperability

1.	The System will conform to HL7 industry standards and guidelines. (IN-1)
2.	The Contractor will customize standard HL7 interfaces to meet the needs of CTDOC. (IN-2)
3.	The System will allow CTDOC to of start, stop, and troubleshoot one interface without impacting other interfaces. (IN-3)
4.	The System will allow CTDOC to send interface and error log alerts to email, beepers, smart phones and System queues. (IN-4)
5.	System will be capable of differentiating between critical and non-critical errors for follow up. (IN-5)
6.	The System will allow CTDOC to import transactions from files via FTP and SFTP (IN-6)
7.	The System will allow CTDOC to send transaction files to via FTP and SFTP (IN-7)
8.	The System will allow CTDOC to develop custom interfaces in CSV and XML formats. (IN-8)
9.	System will be capable of exchanging data securely within and outside of the network and data center in which it is hosted. (IN-9)
10.	The System will allow CTDOC to import and export data manually on an as-needed basis (IN-10)
11.	The System will be delivered with sample interface configurations and transactions for use in development, testing and training. (IN-11)
12.	The System will allow CTDOC to use SOAP protocol to import or export data (IN-13)
13.	The System will allow CTDOC to load electronic Charts from current CTDOC, CMHC and UHC systems including: <ul style="list-style-type: none"> - Demographic data - Structured lab data - Radiology Reports - Current Medication Orders - Problem lists (IN-15)
14.	The Contractor will supply the following interfaces: <ul style="list-style-type: none"> - Import and export of Siemens RMS Radiology Orders (HL7 ORM) (IN-22) - Import of Siemens RMS Radiology Reports (HL7 ORU) (IN-23) - Import and export of SCC SoftLab Lab Orders (HL7 ORM) (IN-24) - Import and export of SCC SoftLab Lab Results (HL7 ORU) (IN-25) - Import of Philips PACs Image Link (IN-30) - Import and export of NextGen CCD/CCDA (IN-19) - Import and export of NextGen Notes (MDM/ORU) (IN-20) - Import and export of Siemens Pharmacy (Rx Orders ORM) (IN-21) - Import and Export of IBEX ED CCD/CCDA (IN 34) - Import and Export (Bi-directional Communications) of OBIS/OMIS Scheduling (SIU) (IN-36) - Import and Export (Bi-directional Communications) of OBIS/OMIS Registrations (SIU) (IN-35)

Security

1.	The System will maintain an audit trail of all actions taken in the System that includes date, time, User id, detailed action, and data viewed and changed (SE-1)
2.	The System will allow CTDOC to archive, purge or retain the audit trail indefinitely. (SE-2)
3.	The System will allow CTDOC to select which events or activities to log. (SE-3)

Exhibit 2 – Product and Service Specifications

4.	The System will allow CTDOC to use lightweight directory access protocol (“LDAP”) utilizing a secured socket layer protocol (“SSL”) into Novell eDirectory and Microsoft AD for authentication, notification of password expiration and password change (SE-4,5)
5.	The System will allow CTDOC to ensure that the passwords never appear on System displays. (SE-6)
6.	The System will allow CTDOC to lock the screen after a specified period of inactivity such that the User must re-enter the password to resume work (SE-12)
7.	The System will allow CTDOC to automatically log off User after a period of inactivity, such period to be configurable by CTDOC. (SE-13)
8.	The System will allow CTDOC to configure inactivity logoff time by location of workstation or facility. (SE-14)
9.	The System will be delivered with a predefined set of security groups and roles (SE-16)
10.	The System will allow CTDOC to automatically disable Users if they have not used the System for a period of time (SE-17)
11.	The System will allow CTDOC to disable Users immediately. (SE-18)
12.	The System will allow CTDOC to disable Users without deleting them (SE-19)
13.	The System will allow CTDOC to assign the number of simultaneous logins permitted for a single User ID (SE-20)
14.	The System will allow CTDOC to assign system administrator security access to multiple Users (SE-21)
15.	The System will allow CTDOC to define roles and/or groups that grant or limit access to the System based on: <ul style="list-style-type: none"> - System function - User or Patient location - Ability to view or update data
16.	The System will allow CTDOC to provide a User with multiple roles or groups (SE-23)
17.	The System will allow CTDOC to copy a User’s security profile to another User. (SE-24)
18.	The System will allow CTDOC to block access to a high profile Patient and display a message when an unauthorized User attempts to access a high-profile Patient, and require the User to document the reason for access. (SE-26)
19.	The System will allow CTDOC to add, delete and change User accounts without requiring a System outage. (SE-27)
20.	The System will allow CTDOC to add, delete and change User accounts via a file upload (SE-28)
21.	The System will allow CTDOC to force the immediate sign-off of a User or group of Users. (SE-31)
22.	The System will allow CTDOC to encrypt stored data and ensure encryption during all data transmission including using Advanced Encryption Standard. (AES) with at least 192 bits. (SE-32)
23.	The System will allow CTDOC to use active directory (via LDAP) to add new Users and disable Users. (SE-33)
24.	The System will allow CTDOC to restrict User access to specific document types and data items. (SE-35)
25.	The System will allow CTDOC to prevent Contractor support personnel from accessing the System without authorization.(SE-30)

Infrastructure Capabilities

1.	The System will allow CTDOC to recover data to the point of failure in the event of hardware or System failure (IR-6)
2.	The System will allow CTDOC to limit planned downtime to under 2 hours per month (IR-7)
3.	The System will allow CTDOC to maintain a current and read-only historical set of record information (IR-9)

Exhibit 2 – Product and Service Specifications

4.	The System will allow CTDOC to provide increased process capacity with no noticeable degradation of User response time. The System will allow CTDOC to increase horizontal capacity, which pertains to concurrent usage and the number of simultaneous Users on the system at a given point. The System will allow CTDOC to increase vertical capacity, which pertains to the size of the transactions be processed by the System. (IR-10, IR-19)
5.	The System will allow CTDOC to configure the System for high availability and redundancy (IR-11)
6.	The Contractor will perform all required maintenance or support using secure VPN (Virtual Private Network) (IR-13)
7.	All System components are certified to operate in a VMware Virtual Machine (VM) environment. (IR-16)
8.	Contractor will work towards providing the capability of work in a disconnected environment, enabling staff to take a subset of active cases offline via laptop or tablet and securely synchronize with the main database when they reconnect. Currently the eMAR provided by the System has this functionality and Contractor will work towards this functionality in future release. (IR-17)

System Maintenance, Enhancement and Support

1.	The System will allow the User to maintain the following data dictionaries: <ul style="list-style-type: none"> - Schedule templates - Services - Encounter types - Resource type - Reasons for Encounter - Status of appointment - Reasons for cancellation or no-show (SM-1)
2.	The System will allow the CTDOC to build and modify schedule templates (SM-2)
3.	The System will allow the CTDOC to build and modify Orders and Order Sets (SM-3)
4.	The System will allow the CTDOC to build and modify Order data dictionaries including: <ul style="list-style-type: none"> - Order types - External Order codes indexes and descriptions for communication with external systems
5.	The System will allow the CTDOC to build and modify Encounter Templates (SM-5)
6.	The System will allow the CTDOC to add new items to data dictionaries. (SM-6)
7.	The System will allow the CTDOC to customize the banner that appears at the top of the patient screens. (SM-7)
8.	The System will allow the CTDOC to build and modify Flowsheets (SM-8)
10.	The System will allow the CTDOC to build and modify Workflows (SM-10)
11.	The System will allow the CTDOC to build and modify new health maintenance alerts (SM-11)
12.	The System will allow the CTDOC to build and modify Clinical Decision Support logic. (SM-12)
13.	The System will allow the CTDOC to modify and add educational materials (SM-13)
14.	The System will allow the CTDOC to build and modify patient forms (SM-14)
15.	The System will allow the CTDOC to extract and download any data in the system including metadata as flat files or CSV files using the following parameters: date range, facility, patient, provider (SM-15)
16.	The System will allow the CTDOC to modify and add reports (SM-16)
17.	The System will allow the CTDOC to access the database via ODBC(Open Database Connectivity) drivers (SM-17)
18.	The System will allow the CTDOC to maintain locally developed help screens and text. (SM-18)

Exhibit 2 – Product and Service Specifications

19.	The System will allow the CTDOC to configure and test inbound and outbound interfaces. (SM-19)
20.	The System will allow the CTDOC to automatically move all Contractor-provided and CTDOC-created code and content between development, test and production environments. (SM-20)
21.	The System will automatically maintain all prior versions of all Contractor-provided and CTDOC-created code and content and will allow CTDOC to revert to prior versions as needed. (SM-21)
23.	The System will utilize code tables for selection of discrete data elements from drop down and pick lists. (US-11)

Deliverables and Services

Project Management

Beginning on the Effective Date, Contractor shall undertake the following activities:

Staff / Project Management

Within one month of Effective Date, Contractor shall assign Contractor personnel to the roles of “Relationship Manager” and “Project Manager” and additional staff as needed (collectively known as “Contractor Project Team”). In addition, the Department will identify the following individuals and teams:

1. “Project Sponsor” will be the named individual at the Department with the ultimate responsibility for implementation decisions.
2. “Steering Committee” will be the group of individuals who serve as a decision-making body that will provide, review and monitor strategic direction and policy guidance for the project.
3. “Project Team” will be the group of individuals designated by the Department to participate in the implementation of the System.

Project Initiation and Planning

The Contractor shall meet with CTDOC personnel at mutually agreed upon dates to plan the activities needed to deploy the System throughout all CTDOC facilities, including confirmation of the objectives, definition of approach and timeframes, and identification of key user groups and Deliverables. Contractor shall document the resulting information in Contractor’s project management system within 30 days, which will serve as the key data repository for the Project. Contractor shall provide CTDOC with unlimited access to the repository. The repository will include the following documents which together comprise the Project Management Plan (“PMP”) for both the System.

1. “Risks and Issues Log” which will describe the risks and issues identified during the initiation and planning process shall be captured in a written risk and issues log (“Risk and Issues Log”)
2. “Registry of Stakeholders” which will identify all individuals and agencies, internal and external to CTDOC, that will be impacted by the System (referred to as “Stakeholders”).
3. “Communication Plan” which will describe the frequency, processes and methods for communicating with Stakeholders.

Exhibit 2 – Product and Service Specifications

4. “Detailed Project Plan” which will include the list of activities, individuals and teams responsible and schedule for completion of these activities.
5. “Quality Management Plan” which will contains quality criteria
6. “Training Plan” which will contain the training plan and schedule.

All documents are subject to the review and approval of CTDOC.

Contractor shall conduct a kick-off meeting within 60 days of the Effective Date with the Steering Committee, Project Team and key Stakeholders.

Meetings and Progress Reporting

Contractor shall schedule weekly project status meetings to discuss the follow criteria:

- Summary of Accomplishments and Activities for the Period
- Planned Activities of the Next Period
- Status of milestones and Deliverables identified in the Detailed Project Plan
- Status of Concerns, Problems and Recommendations
- Status of Risks, Issues and Change Requests
- Risk Mitigation activities
- Other Discussion Topics, as required

Contractor shall prepare and deliver to CTDOC monthly status and risk and issues reports (“Status and Monthly Risk and Issues Reports”). The Status and Monthly Risk and Issues Reports will provide a summary of activities completed during the status period, activities that are in progress, any open issues with assignments for their resolution, reasons for delays encountered and highlight when a variance from the Detailed Project Plan has occurred or is likely to occur. Contractor shall work with CTDOC to initiate appropriate actions to address the variance and track the identification and resolution of issues from the project. Contractor shall include an updated project schedule with the Status and Monthly Risk and Issues Reports report, as necessary.

Implementation Phase Leadership and Advice

Contractor in collaboration with CTDOC shall manage the PMP and monitor the critical elements of the System implementation. In addition, Contractor shall develop quality control criteria agreed-upon by CTDOC and review its Deliverables against those criteria.

Exhibit 2 – Product and Service Specifications

Training

All training shall be conducted in accordance with, and at the times specified by, the Training Plan referenced in the above Project Initiation and Planning section.

User Training

Contractor shall provide CTDOC with on-site training for all Users specified by CTDOC. Contractor shall train a representative from each of CTDOC's healthcare contract parties, as specified by CTDOC.. Contractor shall provide comprehensive and modular training that will take place over a two to three week span per group of CTDOC facilities, as specified by CTDOC.

Contractor shall train CTDOC staff in the use of the System and assess CTDOC staff upon the completion of each unit of training. Initially, CTDOC staff will utilize the Computer Based Training (CBT) software to obtain a base understanding of the System. Following completion of the CBT, staff shall work directly with the software during the training course to ensure competency. Contractor shall show each staff member how to navigate the software application and workflow within the System. Contractor shall incorporate role- specific modules into the training as outlined by the current workflow of the relevant CTDOC facility. Follow-up training will be conducted as needed or requested by CTDOC. Contractor shall provide educational documentation for staff to keep.

Administrative Training

Contractor shall train CTDOC staff responsible for administrative support for the System. The training shall consist of, but not be limited to:

- All installation and implementation procedures
- Maintenance functions CTDOC will undertake in conjunction with the Contractor
- Post-implementation support

Technical Support Training

Contractor shall train CTDOC staff responsible for technical support. Contractor shall provide all of the necessary technical training materials to the staff. The training shall consist of, but not be limited to:

- All pre-implementation, post-implementation and maintenance of all operational software
- Test and quality assurance of patches and upgrades in test environment
- System troubleshooting
- Communication updates
- Post-implementation technical support

Training Requirements & Expectations

CTDOC will provide appropriate accommodations including space to comfortably seat class attendees, tables or desks, chairs, & access to power outlets. Training classes will be limited to 10 trainees per session.

Approximate expected train times per job role are as follows:

- Providers (MD's, DDS's, PA's/APRN's) – 16 hours
- RNs – 12 hours

Exhibit 2 – Product and Service Specifications

- Mental Health Workers – 12 hours
- Non-clinical staff – 4 hours
- System Administrators – 4 hours

Post-implementation Services

Testing, Upgrades and Patches

Contractor shall supply software upgrades and patches that are typically available every 6 months and notify key Stakeholders that the update or patch is available. Contractor shall supply new software versions which are typically available every 12 – 18 months. CTDOC shall not be mandated to conduct upgrades or patches to the software. Contractor shall support legacy versions and provide the ability to download the latest updates required by the legacy version(s). Contractor shall make installations of software products that cannot be downloaded from the web, or installed solely by the customer from a CD, during regular business hours. Contractor shall notify Stakeholders in advance of conducting an upgrade requiring modifications to the System. Contractor shall apply all scheduled upgrades and patches to the development server and thoroughly test that upgrade or patch prior to it being applied to the User Acceptance Testing (UAT) and production servers.

Software Update Services

Contractor shall support each major update for a minimum of two years following the update and shall give 12 months prior written notice when a major update will no longer be supported.

Test and Quality Assurance

CTDOC shall provide and maintain a test environment to test upgrades and patches prior to their deployment into the production environment.

Communicating Updates

Contractor shall conduct monthly meetings with CTDOC following the implementation of the System to address System-related issues and projects. Contractor will include in these meetings a review of upcoming or current upgrades/updates. Contractor will provide CTDOC with a change-list for review and shall initiate discussion on how to conduct additional training.

HIE

CTDOC shall have the option to purchase, at a cost mutually agreeable to the parties, services from the Contractor for the installation and operation of an HIE in accordance with Section 3 of the Contract. Any Purchase Order for an HIE must be accompanied by a Statement of Work.

EXHIBIT 3 – DELIVERABLES IMPLEMENTATION SCHEDULE *

	Milestone	Deliverable/Implementation Description
Dates:		
8/17/2015 - 8/17/2015	1	Contract Signature
8/18/2015 - 11/9/2015	2	Project Initiation & Planning Completion
12/10/2015 - 8/1/2016	3	Registration, Lab and Radiology Interface Testing Complete
8/2/2016 - 11/10/2016	4	Signoff - User Acceptance Test
11/11/2016 - 2/24/2017	5	Completion of Last Site Go-Live
3/25/2016 - 6/1/2017	6	HIE Implementation

* Dates are Subject to change

PRODUCT AND PRICING SCHEDULE	EXHIBIT 4	Contract # 13PSX0304
<u>CONTRACTOR NAME:</u> FUSION CAPITAL MANAGEMENT, LLC		

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1	Development of the System	1	Each	\$596,325	\$596,325
2	Project Initiation and Planning Completion	1	Each	\$596,325	\$596,325
3	Registration, Lab and Radiology Interface Testing Complete	1	Each	\$596,325	\$596,325
4	Signoff – User Acceptance Testing	1	Each	\$596,325	\$596,325
5	Completion of last site – Go Live	1	Each	\$596,325	\$596,325
7	Licensing and Maintenance	3	Year	\$500,000.00	\$1,500,000
Grand Total:					\$4,481,625

OPTIONAL COMPONENTS AND SERVICES					
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1	License Fees* Additional GE Centricity EMR Licenses	1	Per Provider	11,975.00	11,975.00
2	License Fees* Patient Portal	1	Per Provider	1,000.00	1,000.00
3	License Fees* HL7/SOAP Interfaces (Fusion T&E; Does not include any costs the other vendor may charge)	1	Per Interface	5,000.00	5,000.00
4	License Fees* Document Management	1	Provider	600.00	600.00
5	License Fees* Clinical Messenger	1	Provider	1,000.00	1,000.00
6	Maintenance & Support*** GE Centricity EMR License & Support	1	Per Provider	4,800.00	4,800.00
7	Maintenance & Support*** Patient Portal	1	Per Provider	220.00	220.00
8	Maintenance & Document	1	Provider	120.00	120.00

	Support***	Management				
9	Maintenance & Support***	InfoScan Formulary Database	1	Provider	\$250.00	\$250.00
10	Maintenance & Support***	Clinical Messenger	1	Provider	\$220.00	\$220.00
11	Services	50 Hours Post Go-Live Development Bundle	50	Hours	\$150.00	\$7,500.00
12	Services	Non-Contracted Post Go-Live Development Hourly Rate	1	Hour	\$215.00	\$215.00
13	Services	EMR On-Site 40 Hr/Week Support Desk Services	1	Year	\$85,000.00	\$85,000.00
14	Services	Annual Data Management Contract (Preventative Maintenance)	1	Year	\$6,000.00	\$6,000.00
15	Services	Per Hour, Data Management Services (Preventative Maintenance)	1	Hour	\$165.00	\$165.00
16	Services	Annual EMR Audit, Compliance and Needs Evaluation (2 Days; Per Consultant)	1	Year	\$2,800.00	\$2,800.00
17	Services	On Site Consulting Services (Includes Travel) Per Day/Consultant	1	Day	\$2,800.00	\$2,800.00
18	License Fees*	Additional GE Centricity EMR & PM Licenses	1	Per Provider	\$13,750.00	\$13,750.00
19	License Fees*	Convert GE Centricity EMR Only License to EMR/PM License	1	Per Provider	\$2,250.00	\$2,250.00

Exhibit 5 – Service Level Agreement ("SLA")

System Service Level Agreement

Contractor shall provide System support services in accordance with this Service Level Agreement commencing with the deployment of any phase of the System into the production environment.

CTDOC Support Call-In Procedures

CTDOC will establish an internal process to initially field and track calls through its internal help desk process. Once the initial call is fielded by the CTDOC help desk, and should the issue require escalation, CTDOC help desk will be able to contact the Contractor and open a ticket regarding the issue.

Contractor shall utilize Customer Relationship Management (CRM) incident track software to collect initial incident information and track progress and status of reported incidents. Contractor shall assign incident reports to a consistently available staff member, who shall be familiar with the incident report process and the operation of the software in general. Contractor shall allow users of the System online access to the user knowledgebase which provides answers to common questions and technical issues.

Items Covered Under Software Maintenance:

Unlimited Access to Contractor's Phone Support 24x7x365

Business Hours: Monday – Friday 8:00am – 5:00pm (EST)

Pager Notifications Sent to On-Call outside business hours.

Toll Free Phone Number: 1-888-465-5871 option 302

Email Submission

CTDOC may submit issues to Contractor via email at fusion.helpdesk@fusionmgt.com

Online Issue Submission

CTDOC shall register for logon and password and must receive a confirmation email from Contractor's system administrator in order to log issues.

CTDOC may submit issues to Contractor via the following link:

<http://support.fusionmgt.com/issues>

Incident Reporting

Contractor's support staff shall support applications for Contractor's licensed products only.

CTDOC shall provide the following information to Contractor's support staff with respect to any problem or incident:

- Name and organization's name.
- Any Incident Number previously assigned to, or associated with this issue.
- Phone number.
- Fax number (if applicable).
- The product and version number(s) used.
- Any error message and the error message numbers.

- A detailed description of the problem.
- A description of the business impact of the problem (the Contractor's support representative shall help CTDOC determine the severity level if assistance is needed).
- If the problem is reproducible, CTDOC shall provide the steps required to reproduce it. For example, sample information, screen shots, or other diagnostic information may be required. Contractor's Support Technical Services Engineer may ask:
 - Whether or not production database is down.
 - Whether there is deadline pressure.
 - Whether remote access is available and ready for use.
 - If the caller will be away from office or on service during the day:
 - If there is an alternate contact that is knowledgeable about this problem
 - If there are alternate phone numbers where the caller can be reached

Priorities

To assess the severity of a particular issue, Contractor shall use three priority levels:

Priority 1

Emergency. System is rendered completely unusable. Estimated response time: Within 30 minutes of the initial support notification.

Priority 2

A major component of the System is not functioning (demographic import, pharmacy, scheduling) or if standard office workflows are interrupted. Estimated response time: Within 4 hours of the initial support notification.

Priority 3

General questions (form usage, scheduling, permissions). Estimated response time: Within 8 hours of the initial support notification.

Incident Tracking

The Contractor shall provide the caller with an Incident Tracking Number (Issue Number) upon completion of the incident reporting, which assures the caller that the incident has been appropriately registered in the CRM software tracking system. Contractor shall use this number for future reference, including calls to ascertain status and resolution.

Incident Resolution

Contractor customer support staff shall document all problem determination and resolution procedures in the CRM software. Contractor customer support staff shall validate the resolution of each incident with the same CTDOC contact that made the initial report prior to "closing" each incident.