



STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES

CONTRACT AMENDMENT

Contractor: Total Transit, Inc.
Contractor Address: 4600 W Camelback Road, Glendale, AZ 85301
Contract Number: 17DSS1203HC / 999-3HC-MED-01
Amendment Number: A4
Amount as Amended: \$237,104,256.00.
Contract Term as Amended:1/1/2018 to 03/31/2022

The contract between Total Transit, Inc. (“Contractor”) and the Connecticut Department of Social Services (“Department”), which was last executed by the parties and approved by the Office of the Attorney General on 11/29/2017, and amended on 1/27/2020, 6/16/2020, and 12/30/2020 is hereby further amended as follows:

1. The term of the contract is extended for an additional one (1) year and two (2) months and the end date of the contract is changed from 1/31/2021 to 3/31/2022. All references in the contract to an end date of January 31, 2021 shall be amended to reflect March 31, 2022.
2. The total maximum amount payable under this contract has increased by \$68,505,277.00 from \$168,598,979.00 to \$237,104,256.00.
3. Effective on and after 2/1/2021, the following definitions under Part I labeled DEFINITIONS shall be deleted in their entirety and replaced with the following:

Administrative Budget: Reflects those overhead costs, such as salaries, fringe, equipment and supplies, to be paid to the Contractor that are not part of the per member/per month payment for transportation services and excludes transportation costs that are not covered by Medicaid, such as transportation provided to Money Follows the Person participants.

Broker: means the same as Contractor. The Broker or Contractor serves as the Department’s Non-Emergency Medical Transportation broker, in compliance with the requirements of 42 C.F.R. 440.170.

Complaint: Any written or oral communication to the Contractor from an individual expressing dissatisfaction with some aspect of the Contractor’s services, a subcontractor, a transportation provider or some other aspect of the service system.

HUSKY Limited Benefit Programs: Connecticut’s implementation of limited health coverage under Medicaid for individuals with tuberculosis, for family planning purposes, or for other conditions or circumstances as implemented at the Department’s discretion and permitted by state and federal law. The limited benefit for persons with tuberculosis is provided pursuant to Section 1902(a)(10)(A)(ii)(XII) of the Social Security Act and Section 17b-278f of the Connecticut General Statutes. The limited benefit for family planning services is operated pursuant to Section 1902(a)(10)(A)(ii)(XXI) of the Social Security Act. The coverage for these groups is substantially less than the full Medicaid coverage. The HUSKY Limited Benefit eligibility group for COVID-19 Testing is not included within the scope of this Contract.

Key Position: Managerial or supervisory positions with the Contractor, including but not limited to: Program/General Manager, Call Center Manager, Network Development Manager, Utilization Review Manager, Quality Assurance lead, and Manager of Outreach, Education and Training. Key positions include those that are assigned to the Connecticut NEMT account whose primary focus is the work performed under this contract.

4. Effective 2/1/2021, PART I, Section I, Description of Services is amended as follows:

a. Sub-section 3.A. (Service Region) is deleted and replaced with the following:

A. The service region of this Contract is statewide. The Contractor shall provide non-emergency transportation services to provider locations throughout the State of Connecticut and to border providers. The Contractor shall also provide non-emergency transportation services to non-border providers in contiguous states, and to select providers in non-contiguous states, if the Department determines this is medically necessary for a Member to receive services from a provider outside of the State of Connecticut. The Contractor shall provide transportation and related services to all eligible Members to the extent these services are necessary to support eligible Members' access to and from covered healthcare services.

b. Subsection 3.B. (Service Region) is deleted and replaced with the following:

B. The Contractor shall ensure that trips provided outside of a Member's local community (more than 10 miles if the Member resides in a non-rural town or city and more than 20 miles if the Member resides in a rural town) are only provided if medically necessary because the required healthcare service is not available within the Member's local community. In determining which towns and cities are rural, the Contractor shall use the Connecticut Office of Rural Health's designation of rural towns dated November 2014. (Exhibit A). The Contractor shall authorize trips to providers outside of a Member's local community, when medically necessary.

c. Subsection 4.B. (Administration) is deleted and replaced with the following:

B. The office shall maintain business hours of 7:00 AM to 6:00 PM local time, Monday through Friday. Primary member service support for the Non-Emergency Medical Transportation Program in CT must be in the State of CT and must be staffed by Contractor's employees within the state of CT. The Contractor may subcontract for overflow member services staff to ensure that Members have access to member services during periods of high-call volume and on non-business days or during non-business hours when Members services' support is needed in response to a severe weather or disaster event in CT. Overflow member service support may include other Contractor sites, work-at-home associates, and subcontractors. On a monthly basis, the Contractor will ensure that at least 50% of the total call center minutes to fulfill the obligations of this contract are handled within the State of Connecticut during the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, not including holidays established in this contract. This model shall ensure that the Contractor is appropriately staffed at all times and has access to staff to provide timely member services support during peaks of high call volume during regular business days and support after-hours and/or on non-business days or non-business hours during any disaster recovery periods or severe weather event. All staffing, including subcontractor staff, must be located within the United States and must be fully trained by the Contractor prior to providing services under this Contract. The Contractor shall provide dedicated office space and associated equipment for one (1) Department staff person at the Connecticut business office. If the Department determines it to be necessary, the Department may ask for space and equipment for one or more additional staff persons and the Contractor shall make reasonable efforts to accommodate that request. Throughout the term of the contract the Department may assign Department staff to be physically present at the contractor's business office to provide consultation, guidance and monitoring.

d. Subsection 5.G. (Subcontracting with Transportation Providers) is deleted in its entirety and labeled Intentionally Omitted.

G. [Intentionally Omitted]

e. Sub-section 6.B. (Key Personnel) is deleted and replaced with the following:

B. The Contractor shall, upon request, provide the Department with a resume for any member of its personnel assigned to or proposed to be assigned to fill a Key Position under the Contract. Interim coverage shall be identified within ten (10) Business Days of the resignation, extended leave in excess of 3 weeks or death of personnel filling a Key Position, unless otherwise agreed to in writing by the Department and the Contractor.

f. Sub-section 7.C.2 (Prohibitions) is deleted and replaced with the following:

C. The Contractor has an immediate family member, as defined at 42 C.F.R § 411.351 that has a direct or indirect financial relationship with the transportation provider, with the term Contractor substituted for physician.

g. Subsection 8.C. is deleted and replaced with the following:

C. The Contractor shall provide written information and training to Members on how to properly utilize non-emergency medical transportation services. Training should include basic information on how to access the NEMT call center, how to book a ride, how to prepare for the ride and how to inquire about the status of the ride. The training may also include a program to prepare Members on the use of the fixed-route public transit system. This written information shall be available through the Contractor's website. The training may be done through a webinar or recorded video that is maintained and updated on the Contractor's website.

h. Subsection 8.E. is deleted and replaced with the following:

E. The Contractor shall comply with the nondiscrimination provisions of Section 1557 of the Affordable Care Act and implementing regulations at 45 CFR Part 92 ("Section 1557 Regulations"). Such compliance shall include, but not be limited to, the provision of qualified interpreters to provide meaningful access to each Member with limited English proficiency ("LEP") during interactions with the Contractor's Member Services Center and Spanish translation of Notices of Action

i. A new Subsection 9.G (Incident Reporting) is added as follows:

G. The Department shall have full access to the Contractor's system that records and documents the findings of the complaints and/or incidents.

5. Effective 2/1/2021, PART I, Section II, Member Services Center, is amended as follows:

a. Subsection 1. (Overview) is deleted and replaced with the following:

OVERVIEW

The Contractor shall be responsible for receiving and processing all requests for non-emergency medical transportation services for the Department's Medicaid Members. The Contractor shall be responsible for the administration of overall day-to-day operations necessary for the delivery of cost-efficient, appropriate medical transportation services and the maintenance of appropriate records and systems of accountability to report to the Department.

The Contractor shall meet the minimum federal requirements, as defined in 42 C.F.R. § 440.170, for provision of transportation services, as well as applicable Department standards and policies.

The Contractor shall also collaborate with the Department's medical, dental and behavioral health ASOs, as directed by the Department. In order to help the Department and its ASOs meet EPSDT requirements, the Contractor shall assist Members under the age of 21 with their transportation needs, as required by 42 C.F.R. § 441.62.

At the Department's request, the Contractor may also be asked to participate in special projects and/or support data analysis to examine transportation and other social determinants of health as those factors influence the care experience and health outcomes of members.

b. Subsection 2D. is deleted in its entirety and labeled Intentionally Omitted.

D. [Intentionally Omitted]

c. Subsection 2.L. is deleted and replaced with the following:

The Contractor shall document the healthcare service to which a Member is receiving transportation services. The Contractor shall employ one or more clinical coordinators to make medical necessity determinations in pre-authorization decisions and for other verifications. All medical necessity decisions shall be based upon the specific needs of a Member. The length of authorizations shall be tailored to the scope and expected duration of a Member's limitation or disability. For Members with a static disability, authorizations shall be granted for a reasonable time, consistent with the nature of the Member's condition. If the static disability is relevant to the service being requested, services for a Member with a static disability shall be granted for one year, unless there is a strong basis for a shorter authorization period. Arbitrary limitations on the length or duration of approval for a type of service or other accommodations are inconsistent with an individualized determination of medical necessity. The Contractor shall employ a sufficient number of coordinators to review requests for special transportation needs in a timely and responsive manner. Such requests include but are not limited to, attendant requests, complex mode of transportation requests, and trips to non-local providers. Such coordinators shall be Registered Nurses, with a current Connecticut license in good standing. Other licensed health care professionals may be permitted to serve as Coordinators, subject to the Department's prior approval. All coordinators shall have the clinical background and experience necessary to review and consider medical documentation and requests. The coordinators shall have specialized knowledge of the types of accommodations that may be necessary for transportation of Members with disabilities.

d. Subsection 2.M. is deleted and replaced with the following:

M. Trip Request

- 1) The Contractor shall respond to non-emergent transportation inquiries and requests made by the Department's Members, parent/guardian, or member representative including healthcare providers. The Contractor shall accept requests for trips when requested at least two business days (forty-eight (48) business hours) in advance of the appointment when requested during normal business hours. Until such time that technology allows for a more expedient cost-effective means of delivery, at least five (5) days advance notice is needed to allow for delivery time of passes, tokens, and tickets or similar for members utilizing mass transit. The trip authorization shall allow for all persons allowed to be transported with the Member pursuant to the terms of this Contract, including but not limited to, Escorts, Attendants, parents, Guardians, Conservators and related infants.
- 2) The Contractor shall accept requests for trips when requested with less than two business days (forty-eight (48) business hours) notice when requested by a Member in need of urgent care or as requested by a provider, for example, when a return or follow-up medical appointment is needed the following business day. The Contractor may request documentation from a provider to verify that a trip is urgent.
- 3) Trips may be requested up to thirty (30) days in advance of the scheduled appointment. Recurring or standing order trips may be scheduled for up to ninety (90) days.
- 4) Members being discharged from hospitals or emergency departments shall be picked up within three (3) hours of receipt of the request from the member, member's representative or hospital staff.

e. Subsections 2.O.4 and 2.O.6.k. are deleted and replaced with the following:

O. Selection of Level of Transportation

- 4) The Contractor shall implement the Department's "shared ride" policy for multi-passenger grouped trips. Such policy shall clearly exclude a member from multi-passenger trips when it is inappropriate, including, but not limited to, situations in which a member is immunocompromised. The shared ride or multi-loading policy may be modified or suspended during a public health emergency with the approval from the Department.
- 6) The Contractor shall make available a variety of modes of Member transportation, including, but not limited to:

- k) Independent Driver-Providers (IDPs). The Contractor may use NEMT-specialized IDPs to supplement traditional types of commercial transportation providers. The IDPs shall meet or exceed all requirements for transportation network company providers under state law, Public Act 17-140 as amended by Public Act 17-203. The IDPs shall also participate in training that is specific to the transportation needs of Medicaid members, including but not limited to, ADA Sensitivity, Cultural Competency, CPR/First Aid, HIPAA, Bloodborne Pathogens and Defensive Driving. The IDPs also undergo multistate background checks to ensure safety and the highest level of quality. The IDPs shall meet any State of Connecticut regulatory requirements and shall not be employees of the Contractor or any of its affiliated companies or subsidiaries. The participation in the NEMT program under this Contract shall also be subject to CMS approval, as necessary.

f. Subsection 2.R, paragraphs 6) and 8) are deleted in their entirety and labeled as Intentionally Omitted.

6) [Intentionally Omitted]

8) [Intentionally Omitted]

g. Subsection 3.B. (Member Services Center Performance Standard) is deleted and replaced with the following:

- B. The Contractor shall maintain an abandonment rate of less than 5% during normal business hours. Abandonment rate shall be measured as all calls held in queue to be answered, post IVR, for more than 60 seconds where the member disconnected from the call prior to it being answered by an agent divided by the total calls offered.

h. Subsection 4 (Additional Services and Special Transportation) introductory paragraph of the original contract and as amended in Amendment 2 is deleted and replaced with the following:

The Department may require the Contractor to provide Medical transportation to additional categories of services and to some individuals or groups of individuals who are not eligible for Medicaid. All services referenced in this section must be accounted for and documented separately from NEMT services. Services and costs referenced in this section shall not be combined with NEMT services. These trips will be reimbursed outside of the PMPM as more fully described below:

6. Effective 2/1/2021, PART I, Section III, Member and Trip Eligibility Verification, Subsection 2.A.2 (Needs Test) is deleted and replaced with the following:

- 2) Verification that the transportation is not covered by other programs or funding. The Department will provide the Contractor with Medicaid programs or Medicaid eligibility categories that may have transportation services included.

7. Effective 2/1/2021, PART I, Section V, Driver Conduct Standards, is amended as follows:

a. Subsection 1.J. is added as follows:

- J. Drivers may be required to wear a mask or protective equipment or take other protective measures, as determined by the Department, in consultation with public health authorities, during a public health emergency.

b. Subsection 3.A.2 is deleted and labeled Intentionally Omitted.

2. [Intentionally Omitted]

c. A new Subsection 3.B. is added as follows:

- B. Any provider and driver of wheelchair services shall be trained in a nationally recognized or endorsed wheelchair safety training program, such as, but not limited to ADAPT or PAT.

d. Subsection 3.B is now 3.C, subsection 3.C. is now 3.D., and subsection 3.D. is now 3.E.

8. Effective 2/1/2021, PART I, Section VI, Transportation Performance Standards, is amended as follows:

a. Subsection 1. is deleted and replaced with the following:

1. PICKUP WAIT TIME.

For the A leg, the wait time for a scheduled pickup going to an appointment (A leg) should not exceed fifteen (15) minutes before and fifteen (15) minutes after the scheduled pickup time. On time pick up shall mean that the NEMT provider arrived within fifteen (15) minutes prior to or after the scheduled pick up time. The NEMT provider shall be required to be onsite for at least ten (10) minutes after the scheduled pickup time and cannot leave prior to the actual pickup time (e.g. For a pickup time of 8:00 a provider arriving between 7:50-8:00 would have to wait until 8:10 to declare the passenger a no-show).

b. Subsection 2. is deleted and replaced with the following:

2. DROP-OFF TIME.

The Contractor shall ensure that Members arrive on-time for their appointments. The Contractor shall ensure that Members are not delayed in arriving at a medical appointment due to a delay caused by either the Contractor or a subcontracted provider. On time drop shall mean that the Member arrives to their healthcare appointment prior to the appointment time.

9. Effective 2/1/2021, PART I, Section VIII, Notices of Action and Administrative Hearings, subsection 6. is deleted and replaced with the following:

6. The Administrative Hearing

If the Member/client does not appear for the scheduled hearing, the Hearing Officer will return the case record to the hearing staff to close out the hearing request. The hearing staff will send the Member and the Contractor the dismissal notice. This notice will serve as a closure letter for the hearing request.

If the matter proceeds to hearing, the Contractor shall be responsible for preparing a hearing summary using a template provided by the Department and in sufficient time to allow for the Department's review of the summary. The hearing summary must be provided to the hearing officer and the Member at least five business days prior to the hearing. The Contractor shall send a representative, either in person, by audio or audio/videoconference, if permitted by the Department's Office of Legal Counsel, Regulations and Administrative Hearings, to the hearing to present and defend the action taken.

If the client prevails at the hearing, the Contractor shall honor and implement the hearing decision and document compliance as directed by the hearing officer. If the Contractor/Department prevails, no further action is necessary unless the services have been continued pending the hearing decision. In such an instance, the Contractor may terminate the authorization for the existing services.

10. Effective 2/1/2021, PART I, Section IX, Policies and Procedures Manual, subsection 1.E. is deleted and replaced with the following:

E. The Contractor shall establish procedures that describe the Contractor's oversight activities to monitor and resolve complaints. The procedures shall include at a minimum, procedures for registering and responding to complaints in a timely fashion, but not to exceed 30 days, documentation of the complaints, the actions taken, and procedures to prevent reoccurrence.

11. Effective 2/1/2021, PART I, Section X, Monitoring Reports, is amended as follows:

a. Subsection 1. is deleted and replaced with the following:

1. The Contractor shall establish and maintain a database capable of providing utilization data to the Department. The Contractor will provide reports to the Department using a variety of formats. Monthly performance reports to the Department will include on time performance for pick-ups, call center performance and complaint data. The Department staff will be provided Customer Portals including the ability to view all trips scheduled, whether fulfilled or not through an ad hoc report or a Customer Portal solution. Any upgrade to the Customer Portal will be discussed with the Department beforehand. The Contractor will provide the Department with applicable training to monitor and view the Contractor's performance, and to create customized reports. The Contractor will also work with the Department's staff to establish ad-hoc reports when needed.

b. Subsection 3. (Member Services Center Report) is deleted and replaced with the following:

3. MEMBER SERVICES CENTER REPORT

The Contractor shall submit a member services center report that identifies the telephone data for the normal business hours and after hours. Data on after-hours calls shall be separately reported.

- A. Monthly number of phone calls abandoned, listed by:
 - 1) Total Calls Offered
 - 2) Total Calls Abandoned
 - 3) Average time to abandon
- B. Monthly results for Average Speed Answer in minutes, seconds;
- C. Total number of calls handled (answered by an agent);
- D. Total number of calls handled and minutes by the Connecticut call center for Connecticut NEMT services;
- E. Average Handle Time;
- F. Average number of daily phone calls offered;
- G. The amount of telephone system inoperable time, in excess of one (1) hour, per incident.

c. Subsection 4. (Transportation Data Report) is deleted and replaced with the following:

4. TRANSPORTATION DATA REPORT.

The Contractor shall submit transportation data that identifies:

- A. The unduplicated number of members served;
- B. The number of trips provided by mode;
- C. Post trip review and verification report on a quarterly basis;
- D. Number of trips denied by reason denied;
- E. Number of trips scheduled;
- F. Number of trips canceled by the Contractor;
- G. Number of member no-shows (i.e. cancelled at the door; the transportation provider attempted pickup);
- H. The list of the "most costly" Members, (number to be determined by the Department and reported on a quarterly basis);

- I. Upon request of the Department, the number of trips completed, no show, and late by each transportation subcontractor.
- J. The number of multi-loading trips booked and fulfilled.

d. Subsection 5. (Complaint Report) is deleted and replaced with the following:

5. COMPLAINT AND INCIDENT REPORT.

The Contractor shall submit complaint and incident data that identifies:

- A. The number and percentage of complaints compared to total number of trips provided;
- B. The number of complaints by category, as approved by the Department and including the aggregate number of complaints;
- C. Average length of time to resolve a complaint;
- D. Incidents categorized by substantiation and non-substantiation, time/days to resolution, and action taken, if any.

e. Subsection 8. (Transportation Provider Subcontractor Report) is deleted and replaced with the following:

8. TRANSPORTATION PROVIDER SUBCONTRACTOR REPORT

- A. The Contractor shall submit a Subcontractor Monitoring Report upon request that provides information collected from the Contractor's monitoring of their transportation providers as outlined in Section VII of this SOW, Subcontracts with Transportation Service Providers.
- B. The Contractor shall submit a Subcontractor summary report to be delivered upon request. The report shall include at a minimum:
 - 1) For livery, taxi, van, wheelchair livery, invalid coach or similar provider - provider name and number, each vehicle's make/model/VIN and plate, vehicle used for each level of services contracted to provide;
 - 2) For Companion mileage – The Companion's employer and ID, number of staff providing transportation, plate number.

f. Subsection 9 (Claims Aging Report) is deleted and labeled Intentionally Omitted.

9. [Intentionally Omitted]

g. Subsection 10 is deleted and replaced with the following:

10. OTHER REPORTING REQUIREMENTS

- A. The Contractor shall deliver to the Department any records within five (5) business days if requested by the Department in writing. If the Department requests that such records be submitted in a nonstandard format, the delivery date to the Department will be negotiated.
- B. The Contractor shall develop reports that reflect the utilization of any online, app or other trip request methods beyond telephone requests. Data shall include number of trips requested and number of unique users for each different method in use.
- C. Customer satisfaction as measured within their call center via a post call automated survey.
- D. Any other reports necessary for NEMT program monitoring.

12. Effective 2/1/2021, PART I, Section XI, Data Tracking and Utilization System Tool, is amended as follows:

a. Subsection 2. is deleted and replaced with the following:

2. Upon request from the Department, the Contractor shall provide the Department with an electronic record for trips authorized under this contract. The file format and additional detail shall be mutually agreed upon by the Contractor and the Department. The electronic record may include, but is not limited to, any of the following information, upon request from the Department:

- Contractor name/ID
- Member Medicaid ID
- Member name
- Member Date of Birth
- Member eligibility code
- Member mobility status
- Aid/escort/infant with member
- Individual or shared ride
- Date of trip
- Address of trip origin
- Type of origin location*
- Times including actual pick up time and scheduled pick up time
- Address of destination
- Type of destination*
- Mileage
- Level of service
- Transportation provider name/ID
- Trip ID
- Medical service category associated with trip
- Medical provider name*
- Medical provider type/specialty of service*
- Cost/payment

* these data points are required when the Department has a fully functional provider registry

b. Subsection 3, including Paragraphs A through E, are deleted in their entirety and labeled Intentionally Omitted.

3. [Intentionally Omitted]

13. Effective 2/1/2021, PART I, Section XII, Department NEMT Policies, is amended as follows:

a. Subsection 2.B. is deleted and replaced with the following:

2. CONTRACTOR REQUIREMENTS

B. The Department requires:

1) The Contractor and subcontracted transportation providers to be licensed, equipped, and operated in accordance with applicable federal and state laws;

2) The Contractor to:

a) Screen their employees and subcontracted transportation providers and employees prior to hiring or contracting, and on an ongoing basis thereafter, to ensure that employees and contractors are not excluded from receiving federal funds as required by 42 U.S.C. 1320a-7 and 42 U.S.C. 1320c-5;. The Contractor shall not, for purposes of performing the Contract with the Department, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise

ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List); and

- b) Immediately notify the Department should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. Report immediately to the Department any information discovered regarding an employee's or contractor's exclusion from receiving federal funds in accordance with 42 U.S.C. 1320a-7 and 42 U.S.C. 1320c-5. The Department may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs;
- c) Require drivers and passengers to comply with all applicable federal and state laws and regulations during transport.

b. Subsection 4.D.4. is deleted and replaced with the following:

- 4) Exceptions
 - a) The parent or legal guardian of a child between the ages of 12 to 15, inclusive, may consent to NEMT being provided to the child without an escort. The parent or legal guardian shall provide such consent to the broker, in writing prior to the broker authorizing the NEMT.
 - b) If a child under 16 years of age seeks NEMT for a Medicaid-covered service for which parental consent is not required, and the child tells the broker that an escort is not wanted because the child wants to maintain confidentiality, the broker shall arrange for such transportation of a minor without an escort or parental consent. If the child under 16 years of age wants an escort to such a Medicaid-covered service, the broker shall permit an escort to accompany the child without obtaining parental consent.
 - c) Children under the age of 12 may be transported to a Medicaid covered service with an attendant or program staff from the program to which the child is traveling with the written consent of the child's parent or guardian.

c. Subsection 9.C is deleted and replaced with the following:

- C. To be reimbursed for mileage, fuel/gas, parking, or tolls the requestor must provide to the Contractor, at a minimum, legible copies of:
 - 1) The operator's driver's license;
 - 2) Current vehicle registration; and
 - 3) Proof of insurance for the vehicle.
 - 4) Parking and toll receipts.

14. Effective 2/1/2021, PART I, Section XIII, Termination Obligations, Paragraph 2 is deleted and replaced with the following:

- 2. Upon contract termination, the Contractor shall allow the Department full access to the Contractor's facilities and all records to arrange the orderly transfer of the contracted activities. This shall include, but not be limited to standing orders, lists of Members receiving higher levels of service, all utilization and cost data by mode for the entire duration of the contract and any other information essential to ensure continuity of services to Members.

15. Effective 1/1/2021, PART I, Section XV, Performance Incentives is deleted and replaced with the following:

The total maximum gain/loss protection available is 5% of the total actual expenditures related to actual expenditures for trips provided and actual allowable administrative costs incurred not to exceed the approved administrative budgeted amounts. The points awarded for the performance measures will be directly translated to the percentage of the incentives retained. See Section XVI, of this SOW, Budget and Payment Provisions for additional information.

Performance incentives will be reviewed by the Department periodically, in order to continuously assess whether and how incentives move the program forward. The Department may propose new incentives or revise the incentives periodically, but not more than annually. The development of new incentives will be in collaboration with the Contractor. Failure of the Department and Contractor to come to agreement on performance incentives, ongoing, will result in the elimination of incentives from the contract until such time that the parties come to an agreement.

Call center abandonment rates, as defined in Section II of this SOW, shall be aggregated on a quarterly basis. If the Contractor's call center achieves an abandonment rate less than 5% Contractor shall earn:	10 points (2.5points per quarter)
Call center average speed to answer, as defined in Section II of this SOW, shall be aggregated on a quarterly basis. If the Contractor's call center achieves an average speed to answer rate less than 3 minutes for 80% of the incoming calls, the Contractor shall earn:	5 points (1.25 points per quarter) or 10 points (2.5 points per quarter)
If the Contractor's call center achieves an average speed to answer rate less than 3 minutes for 90% of the incoming calls, the Contractor shall earn:	
On time performance shall be aggregated for all legs and calculated according to the definitions in Section VI. Data shall be aggregated on a quarterly basis. The measure does not include mass transit, gas reimbursement, or other mileage reimbursement modes of transportation. On time performance and earnings are as follows: 90%-92.9 or 93%-94.9% or 95% or more	5 points per quarter 8.75 points per quarter 12.5 points per quarter Maximum 50 points
If the overall substantiated complaint rate, aggregated on a quarterly basis, is less than 2% as measured against completed trips, the Contractor shall earn:	20 points (4 points per quarter)
Satisfaction survey results, aggregated on a quarterly basis: Attaining a 90%-95% satisfaction rate from the post call automated customer satisfaction survey will result in the Contractor earning:	5 points (1.25 points per quarter)
Attaining 95% will result in the Contractor earning	10 points (2.5 points per quarter)

Maximum total points

100

16. Effective 2/1/2021, PART I, Section XVI, Budget and Payment Provisions, is amended as follows:

a. Subsection 2.A. is deleted and replaced with the following:

A. The total maximum value of the administrative portion of this contract shall not exceed \$32,347,357.

b. Subsection 3.A. is deleted and replaced with the following:

A. The Contractor shall be paid prospectively on a monthly basis for monthly operating expenses. Monthly payments shall equal 1/12th of the approved budget in Exhibit B for the contract year plus the 2% underwriting gain. Monthly administrative payments, inclusive of the 2% underwriting gain, for each service year shall be as follows:

Contract Year	Annual Administrative Cost	Monthly Administrative Payment
Year 1 – CY 2018	\$ 6,877,498	\$573,125 per month
Year 2 – CY 2019	\$ 7,642,428	\$ 636,869 per month
Year 3 – CY 2020	\$ 7,923,300	\$ 660,275 per month
Year 4 –CY 2021	\$ 7,923,300	\$660,275 per month
Year 5 – January 1, 2022 - March 31, 2022	\$ 1,980,825	\$660,275 per month

c. Subsection 6.A. is deleted and replaced with the following:

- A. The Contractor shall submit to the Department a budget-to-actual report for both the administrative and transportation service costs within 45 days of the close of each calendar quarter. The budget-to-actual report shall show actual expenditures for each line item in the budget set forth in Exhibit B. The budget-to-actual reports shall be directed to the Department's Contract Manager and the Director of the Division of Financial Services.
- 1) The Contractor shall report quarterly and annual actual expenditures on the financial reporting template (Exhibit B) issued by the Department and shall adhere to the accompanying financial reporting guidelines. Guidelines may be updated by the Department as needed.
 - 2) The Contractor's financial reporting costs associated with the operation of the Connecticut NEMT program will clearly delineate:
 - A. The Connecticut specific call and minute volume handled by the Connecticut call center for Connecticut NEMT services
 - B. The non-Connecticut call/minute volume that is handled by the Connecticut call center; and
 - C. The Connecticut specific call and minute volume handled by Contractor's broader call center operations outside of Connecticut.

d. Subsection 6.B. is deleted and replaced with the following:

- B. When the Department's review of any financial report submitted pursuant to Section X including the budget-to-actual report Exhibit B, quarterly or final reconciliation or on-site examination of the Contractor's financial records indicate that under expenditure or under-utilization of contract funds, including administrative and transportation funds, has or is likely to occur by the end of each contract year, the Department may, with advance notice to and in consultation with the Contractor, reduce the next prospective payment due to the Contractor; or demand the return to the Department, in whole or in part, any unexpended funds, or; alter the payment schedule for the balance of the contract period, or; direct the Contractor to reinvest the under expended funds in the program so long as the reinvestment tasks are within the agreed to scope of work, or; authorize that the unexpended funds be carried over and used as part of a new contract period if the Contractor and Department enter into a new NEMT contract.

e. Subsection 7.A. is deleted and replaced with the following:

- A. The Department will review the Contractor's audited financial statement against the total payments issued to the Contractor annually, to determine the Contractor's actual gain or loss in accordance with the calculation set out in Exhibit C. In the event the total payments exceed, or are less than, the annual combined administrative and transportation actual service costs, based on encounter data provided by the Contractor as described in Section XI, the Department will evaluate and score the performance measures to determine an amount up to five percent (5.0%) of the actual gain or loss, in accordance with the calculation set out in Exhibit C, available to the Contractor to either increase the percentage of underwriting gain that the Contractor may keep (up to a maximum of five percent, 5%) or supplement the underwriting losses. The ability to access any funding within the Performance Band, including the 2.0% underwriting gain is dependent upon the Contractor's performance. The first two percent (2.0%) underwriting gain can be denied if performance on quality is not met.

f. Subsection 7.B. is deleted and replaced with the following:

- B. The Performance Band periods are outlined in the table below:

Year 1	January 1, 2018 through December 31, 2018
Year 2	January 1, 2019 through December 31, 2019
Year 3	January 1, 2020 through December 31, 2020
Year 4	January 1, 2021 through December 31, 2021

Year 5

January 1, 2022 through March 31, 2022

g. Subsection 7.F. is deleted and replaced with the following:

F. Dependent upon performance measures, the Contractor may be reimbursed for total actual costs in accordance with the loss protection guidelines described herein. The points awarded for the performance measures will be directly translated to the percentage of the incentives retained. Dependent upon quality standards, the Department will recover from the Contractor any revenue deemed underwriting gain in excess of the Performance Band based on the reconciliation in Exhibit C.

h. Subsection 7.G. is deleted and replaced with the following:

G. The Contractor may receive loss protection of up to five percent (5.0%) of total actual costs. The Contractor is eligible for the first two percent (2.0%) of loss protection as long as performance measures are achieved. For loss exceeding this, up to three percent (3.0%) protection is payable depending on the performance measures achieved by the Contractor.

i. Subsection 7.J. is deleted and replaced with the following:

J. Dependent upon on quality standards, the Contractor will be reimbursed for actual total costs in accordance with the loss protection guidelines described above. Dependent upon on quality standards, the Department will recover from the Contractor any revenue deemed underwriting gain in excess of the Performance Band based on the reconciliation in Exhibit C.

j. Subsection 8.A. is deleted and replaced with the following:

A. If the Contractor realizes an actual gain during the performance period, in accordance with the calculation set out in Exhibit C, based on actual NEMT expenditures and actual administrative expenses, it is eligible to retain up to 5% of that actual gain, as determined by the Contractor's performance in certain quality indicators, and in accordance with the calculation set out in Exhibit C. Likewise, the Contractor is eligible for loss protection up to 3% beyond the total amount paid to contractor, again based on performance in certain quality indicators determined by the Department. Gains and losses are calculated by subtracting actual NEMT service claim expense plus actual Contractor administration expenses from the annual sum of the monthly payments. NEMT service claim expense is measured based on encounters, with at least six months of claim runout. Contractor administration expense will be obtained from the annual cost report and not to exceed the agreed upon administrative budget as outlined in Exhibit B. Quality scores are based on performance measures, which will focus heavily on transit-related metrics. The final quality score is calculated as a weighted average based on the performance of the Contractor in each individual indicator and the relative weight of that indicator.

k. Subsection 8.B. is deleted and replaced with the following:

B. The Contractor's aggregate performance measure score will directly determine the earned proportion of the potential actual gain, including the prepaid 2% underwriting gain and up to the additional 3.0% in the performance band. For example, if the Contractor scores 75% on their performance measures, they would get 75% of the potential 5% actual gain. If the Contractor meets all of the measures, the Contractor would retain the prepaid 2% underwriting gain and the full 3% incentive if there was a 5% actual gain.

17. Effective 2/1/2021, Exhibit B of the contract and amendments thereof is hereby further amended to include the following budget for the period 2/1/2021 to 3/31/2022.

**Exhibit B
Total Transit, Inc.**

February 1, 2021 - December 31, 2021		Proposed Budget		Q1		Q2		Q3		Q4		YTD Actuals		Budget - Actual
1) Personnel and Fringe												QTD	0	
Title	FTE	\$	FTE	\$								Avg. FTE	\$	
Project Administration														
Project Manager	1.00	\$ 141,780	-	\$ -								-	\$ -	\$ -
Other Management	1.00	\$ 59,984	-	\$ -								-	\$ -	\$ -
Other Administration Staff	2.00	\$ 125,421	-	\$ -								-	\$ -	\$ -
Administration	4.00	\$ 327,184	-	\$ -								-	\$ -	\$ -
Administration Fringe Benefits		\$ 58,893		\$ -									\$ -	\$ -
Total Personnel & Fringe		\$ 386,077		\$ -									\$ -	\$ -
Corporate Allocation		\$ 80,066		\$ -									\$ -	\$ -
Total Administration Costs		\$ 466,143		\$ -									\$ -	\$ -
Call Center/Member Services														
Call Center Manager	1.00	\$ 109,061	-	\$ -								-	\$ -	\$ -
Call Center Agent	65.00	\$ 2,475,480	-	\$ -								-	\$ -	\$ -
Call Center/Member Services	66.00	\$ 2,584,542	-	\$ -								-	\$ -	\$ -
Call Center/Member Services Fringe Benefits		\$ 454,053		\$ -									\$ -	\$ -
Total Personnel & Fringe		\$ 3,038,595		\$ -									\$ -	\$ -
Corporate Allocation		\$ 33,359		\$ -									\$ -	\$ -
Total Call Center/Member Services Costs		\$ 3,071,953		\$ -									\$ -	\$ -
Operations														
Trip Distribution Supervisor	2.00	\$ 141,780	-	\$ -								-	\$ -	\$ -
Provider Network Coordinator	2.00	\$ 81,665	-	\$ -								-	\$ -	\$ -
Trip Distribution Agent	12.00	\$ 489,437	-	\$ -								-	\$ -	\$ -
Supply Analyst	1.00	\$ 59,984	-	\$ -								-	\$ -	\$ -
Command Center Agent	1.00	\$ 38,048	-	\$ -								-	\$ -	\$ -
Public Transit Specialist	5.00	\$ 204,163	-	\$ -								-	\$ -	\$ -
Operations	23.00	\$ 1,015,077	-	\$ -								-	\$ -	\$ -
Operations Fringe Benefits		\$ 182,714		\$ -									\$ -	\$ -
Total Personnel & Fringe		\$ 1,197,790		\$ -									\$ -	\$ -
Corporate Allocation		\$ 39,997		\$ -									\$ -	\$ -
Total Operations Costs		\$ 1,237,787		\$ -									\$ -	\$ -
Quality Management/Data Reporting														
Quality Assurance Manager	1.00	\$ 49,906	-	\$ -								-	\$ -	\$ -
Quality Assurance Analyst	6.00	\$ 244,995	-	\$ -								-	\$ -	\$ -
Quality Mgmt/Data Reporting	7.00	\$ 294,902	-	\$ -								-	\$ -	\$ -
Quality Mgmt/Data Reporting Fringe Benefits		\$ 53,082		\$ -									\$ -	\$ -
Total Personnel & Fringe		\$ 347,984		\$ -									\$ -	\$ -
Corporate Allocation		\$ -		\$ -									\$ -	\$ -
Total Quality Mgmt/Data Reporting Costs		\$ 347,984		\$ -									\$ -	\$ -
Staff Training														
Trainer	2.00	\$ 109,061	-	\$ -								-	\$ -	\$ -
Staff Training	2.00	\$ 109,061	-	\$ -								-	\$ -	\$ -
Staff Training Fringe Benefits		\$ 19,631		\$ -									\$ -	\$ -
Total Personnel & Fringe		\$ 128,692		\$ -									\$ -	\$ -
Corporate Allocation		\$ -		\$ -									\$ -	\$ -
Total Staff Training Costs		\$ 128,692		\$ -									\$ -	\$ -
IT Support														
IT Support	1.00	\$ 65,437	-	\$ -								-	\$ -	\$ -
Data Systems/IT Support	1.00	\$ 65,437	-	\$ -								-	\$ -	\$ -
Data Systems/IT Support Fringe Benefits		\$ -		\$ -									\$ -	\$ -
Total Personnel & Fringe		\$ 65,437		\$ -									\$ -	\$ -
Corporate Allocation		\$ 244,837		\$ -									\$ -	\$ -
Total Data Systems/IT Support Costs		\$ 310,274		\$ -									\$ -	\$ -
Member Status Management														
Clinical Coordinator	2.00	\$ 185,404	-	\$ -								-	\$ -	\$ -
Member Status Mgmt	2.00	\$ 185,404	-	\$ -								-	\$ -	\$ -
Member Status Mgmt Fringe Benefits		\$ 14,920		\$ -									\$ -	\$ -
Total Personnel & Fringe		\$ 200,324		\$ -									\$ -	\$ -
Corporate Allocation		\$ -		\$ -									\$ -	\$ -
Total Member Status Mgmt Costs		\$ 200,324		\$ -									\$ -	\$ -
Claims Management														
Billing Analyst	2.00	\$ 82,890	-	\$ -								-	\$ -	\$ -
Claims Mgmt	2.00	\$ 82,890	-	\$ -								-	\$ -	\$ -
Claims Mgmt Fringe Benefits		\$ 14,920		\$ -									\$ -	\$ -
Total Personnel & Fringe		\$ 97,810		\$ -									\$ -	\$ -
Corporate Allocation		\$ -		\$ -									\$ -	\$ -
Total Claims Mgmt Costs		\$ 97,810		\$ -									\$ -	\$ -
Other Personnel														
Compliance Analyst	-	\$ -	-	\$ -								-	\$ -	\$ -
Other Personnel	-	\$ -	-	\$ -								-	\$ -	\$ -
Other Personnel Fringe Benefits		\$ -		\$ -									\$ -	\$ -
Total Personnel & Fringe		\$ -		\$ -									\$ -	\$ -
Corporate Allocation		\$ 26,542		\$ -									\$ -	\$ -
Total Other Personnel Costs		\$ 26,542		\$ -									\$ -	\$ -
Total Salary Costs	107.00	\$ 4,664,497	-	\$ -								-	\$ -	\$ -
Total Fringe Benefit Costs		\$ 798,214		\$ -									\$ -	\$ -
Total Personnel & Fringe Costs		\$ 5,462,711		\$ -									\$ -	\$ -
Total Corporate Allocation		\$ 424,800		\$ -									\$ -	\$ -
Total Personnel and Fringe Costs		\$ 5,887,511		\$ -									\$ -	\$ -

2) Other Direct Expenses		Proposed Budget		Q1		Q2		Q3		Q4		YTD Actuals		Budget - Actual
Connecticut Occupancy Cost														
Lease or Rental		\$ 219,318		\$ -									\$ -	\$ -
Facility		\$ -		\$ -									\$ -	\$ -
Fixtures and Furniture (depreciable assets)		\$ 33,049		\$ -									\$ -	\$ -
Utility - included in rent		\$ 28,554		\$ -									\$ -	\$ -
Maintenance and Repair		\$ 11,898		\$ -									\$ -	\$ -
Janitorial		\$ 26,855		\$ -									\$ -	\$ -
Subtotal Occupancy Expenses		\$ 319,674		\$ -									\$ -	\$ -
Office Support Expenses														
Office Supplies		\$ 40,690		\$ -									\$ -	\$ -
Office Equipment		\$ 16,524		\$ -									\$ -	\$ -
Printing		\$ 2,380		\$ -									\$ -	\$ -
Postage/Freight		\$ 133,500		\$ -									\$ -	\$ -

February 1, 2021 - December 31, 2021	Proposed Budget	Q1	Q2	Q3	Q4	YTD Actuals	Budget - Actual
Other	\$ -	\$ -				\$ -	\$ -
Subtotal Office Support	\$ 193,094	\$ -				\$ -	\$ -
Processing Expenses							
Telephone/Telecommunications	\$ -	\$ -				\$ -	\$ -
Consulting Fees	\$ -	\$ -				\$ -	\$ -
Accounting Services	\$ -	\$ -				\$ -	\$ -
Offsite Tape Vaulting	\$ -	\$ -				\$ -	\$ -
Other	\$ -	\$ -				\$ -	\$ -
Subtotal Processing	\$ -	\$ -				\$ -	\$ -
Equipment							
Computer/IT Equipment (depreciable assets)	\$ 40,088	\$ -				\$ -	\$ -
Computer/IT Equip. Repair/Main.	\$ 1,190	\$ -				\$ -	\$ -
Copy Equipment	\$ 991	\$ -				\$ -	\$ -
Copy Equip. Repair/Main.	\$ 1,190	\$ -				\$ -	\$ -
Telecom Equipment (depreciable assets)	\$ -	\$ -				\$ -	\$ -
Telecom Usage	\$ 411,717	\$ -				\$ -	\$ -
Telecom Repair/Main.	\$ 1,190	\$ -				\$ -	\$ -
Other Equipment (specify)	\$ -	\$ -				\$ -	\$ -
Other Equip. Repair/Main.	\$ -	\$ -				\$ -	\$ -
Equipment Rental	\$ -	\$ -				\$ -	\$ -
Subtotal Equipment	\$ 456,366	\$ -				\$ -	\$ -
2) Other Direct Expenses	Proposed Budget	Q1	Q2	Q3	Q4	YTD Actuals	
Software Expenses							
Software Expenses	\$ -	\$ -				\$ -	\$ -
Software Maintenance	\$ -	\$ -				\$ -	\$ -
Subtotal Software	\$ -	\$ -				\$ -	\$ -
Administrative Expenses							
Travel and Related Costs	\$ 10,708	\$ -				\$ -	\$ -
Business Meetings	\$ 46,424	\$ -				\$ -	\$ -
Staff Training	\$ 27,127	\$ -				\$ -	\$ -
Professional Fees	\$ -	\$ -				\$ -	\$ -
Consulting and Outside Services	\$ -	\$ -				\$ -	\$ -
Legal	\$ 59,488	\$ -				\$ -	\$ -
Audit/Accounting	\$ -	\$ -				\$ -	\$ -
Advertising	\$ -	\$ -				\$ -	\$ -
Insurance	\$ 41,427	\$ -				\$ -	\$ -
Taxes	\$ -	\$ -				\$ -	\$ -
Licenses	\$ -	\$ -				\$ -	\$ -
Recruiting Expense	\$ -	\$ -				\$ -	\$ -
Sales Commission	\$ -	\$ -				\$ -	\$ -
Website	\$ 1,190	\$ -				\$ -	\$ -
Bid Bond	\$ 11,641	\$ -				\$ -	\$ -
Payment Bond	\$ 65,967	\$ -				\$ -	\$ -
Subtotal Administrative	\$ 263,972	\$ -				\$ -	\$ -
Total Other Direct Costs	\$ 1,233,106	\$ -				\$ -	\$ -
Total Corporate Allocation	\$ -	\$ -				\$ -	\$ -
Total Other Direct Expense	\$ 1,233,106	\$ -				\$ -	\$ -

3) Estimated Per Member Per Month Costs						YTD Total	Budget - Actual
Member Months	9,680,363	0					
PMPM Rate	\$ 4.72	\$ 4.72					
Underwriting Gain (2%)	\$ 0.09	\$ 0.09					
PMPM Including Underwriting Gain	\$ 4.81	\$ 4.81					
Total	\$ 46,562,546	\$ -				\$ -	\$ -

4) Estimated Non-Medicaid Covered Services Costs						YTD Total	Budget - Actual
Estimated Trips per year:							
MFP	0						
Severe Weather	0						
Evacuees/Displaced Persons	0						
Rate	\$ -	\$ -					
Underwriting Gain (2%)	\$ -	\$ -					
Rate Including Underwriting Gain	\$ -	\$ -					
Total	\$ -	\$ -				\$ -	\$ -

5) Total Estimated Budget	CY Total	Q1	Q2	Q3	Q4	YTD Total	Budget - Actual
Budget Salaries/Fringe	\$ 5,462,711	\$ -				\$ -	\$ -
Budget Other Direct	\$ 1,233,106	\$ -				\$ -	\$ -
Corporate Allocation	\$ 424,800	\$ -				\$ -	\$ -
Subtotal Administrative Costs	\$ 7,120,617	\$ -				\$ -	\$ -
Administrative Underwriting Gain (2%)	\$ 142,412	\$ -				\$ -	\$ -
Total Administrative	\$ 7,263,029	\$ -				\$ -	\$ -
PMPM - Transportation Service Costs	\$ 46,562,546	\$ -				\$ -	\$ -
Non-Medicaid Covered Services Costs	\$ -	\$ -				\$ -	\$ -
TOTAL BUDGET	\$ 53,825,575	\$ -				\$ -	\$ -
Monthly Administrative Payments Equal to	\$ 660,275						

	Cap	Actual	Actual			Cap	Actual
Fringe (as % of salaries)	21.5%	17.1%	0.0%			21.5%	0.0%
Corporate Allocation	10.0%	6.3%	0.0%			10.0%	0.0%
Administrative Budget as % of NEMT Budget	14.0%	15.3%	0.0%			14.0%	0.0%
Underwriting Gain	2.0%	2.0%	0.0%			2.0%	0.0%

Total Transit, Inc.

January 1, 2022 - March 31, 2022	Proposed Budget		Q1		YTD Actuals		Budget - Actual
1) Personnel and Fringe					QTD		0
Title	FTE	\$	FTE	\$	Avg. FTE	\$	
Project Administration							
Project Manager	1.00	\$ 38,667	-	\$ -	-	\$ -	\$ -
Other Management	1.00	\$ 16,359	-	\$ -	-	\$ -	\$ -
Other Administration Staff	2.00	\$ 34,206	-	\$ -	-	\$ -	\$ -
Administration	4.00	\$ 89,232	-	\$ -	-	\$ -	\$ -
Administration Fringe Benefits		\$ 16,062		\$ -		\$ -	\$ -
Total Personnel & Fringe		\$ 105,294		\$ -		\$ -	\$ -
Corporate Allocation		\$ 21,836		\$ -		\$ -	\$ -
Total Administration Costs		\$ 127,130		\$ -		\$ -	\$ -
Call Center/Member Services							
Call Center Manager	1.00	\$ 29,744	-	\$ -	-	\$ -	\$ -
Call Center Agent	65.00	\$ 675,131	-	\$ -	-	\$ -	\$ -
Call Center/Member Services	66.00	\$ 704,875	-	\$ -	-	\$ -	\$ -
Call Center/Member Services Fringe Benefits		\$ 123,833		\$ -		\$ -	\$ -
Total Personnel & Fringe		\$ 828,708		\$ -		\$ -	\$ -
Corporate Allocation		\$ 9,098		\$ -		\$ -	\$ -
Total Call Center/Member Services Costs		\$ 837,805		\$ -		\$ -	\$ -
Operations							
Trip Distribution Supervisor	2.00	\$ 38,667	-	\$ -	-	\$ -	\$ -
Provider Network Coordinator	2.00	\$ 22,272	-	\$ -	-	\$ -	\$ -
Trip Distribution Agent	12.00	\$ 133,483	-	\$ -	-	\$ -	\$ -
Supply Analyst	1.00	\$ 16,359	-	\$ -	-	\$ -	\$ -
Command Center Agent	1.00	\$ 10,377	-	\$ -	-	\$ -	\$ -
Public Transit Specialist	5.00	\$ 55,681	-	\$ -	-	\$ -	\$ -
Operations	23.00	\$ 276,839	-	\$ -	-	\$ -	\$ -
Operations Fringe Benefits		\$ 49,831		\$ -		\$ -	\$ -
Total Personnel & Fringe		\$ 326,670		\$ -		\$ -	\$ -
Corporate Allocation		\$ 10,908		\$ -		\$ -	\$ -
Total Operations Costs		\$ 337,578		\$ -		\$ -	\$ -
Quality Management/Data Reporting							
Quality Assurance Manager	1.00	\$ 13,611	-	\$ -	-	\$ -	\$ -
Quality Assurance Analyst	6.00	\$ 66,817	-	\$ -	-	\$ -	\$ -
Quality Mgmt/Data Reporting	7.00	\$ 80,428	-	\$ -	-	\$ -	\$ -
Quality Mgmt/Data Reporting Fringe Benefits		\$ 14,477		\$ -		\$ -	\$ -
Total Personnel & Fringe		\$ 94,905		\$ -		\$ -	\$ -
Corporate Allocation		\$ -		\$ -		\$ -	\$ -
Total Quality Mgmt/Data Reporting Costs		\$ 94,905		\$ -		\$ -	\$ -
Staff Training							
Trainer	2.00	\$ 29,744	-	\$ -	-	\$ -	\$ -
Staff Training	2.00	\$ 29,744	-	\$ -	-	\$ -	\$ -
Staff Training Fringe Benefits		\$ 5,354		\$ -		\$ -	\$ -
Total Personnel & Fringe		\$ 35,098		\$ -		\$ -	\$ -
Corporate Allocation		\$ -		\$ -		\$ -	\$ -
Total Staff Training Costs		\$ 35,098		\$ -		\$ -	\$ -
IT Support							
IT Support	1.00	\$ 17,847	-	\$ -	-	\$ -	\$ -
Data Systems/IT Support	1.00	\$ 17,847	-	\$ -	-	\$ -	\$ -
Data Systems/IT Support Fringe Benefits		\$ -		\$ -		\$ -	\$ -
Total Personnel & Fringe		\$ 17,847		\$ -		\$ -	\$ -
Corporate Allocation		\$ 66,774		\$ -		\$ -	\$ -
Total Data Systems/IT Support Costs		\$ 84,620		\$ -		\$ -	\$ -
Member Status Management							
Clinical Coordinator	2.00	\$ 50,565	-	\$ -	-	\$ -	\$ -
Member Status Mgmt	2.00	\$ 50,565	-	\$ -	-	\$ -	\$ -
Member Status Mgmt Fringe Benefits		\$ 4,069		\$ -		\$ -	\$ -
Total Personnel & Fringe		\$ 54,634		\$ -		\$ -	\$ -
Corporate Allocation		\$ -		\$ -		\$ -	\$ -
Total Member Status Mgmt Costs		\$ 54,634		\$ -		\$ -	\$ -
Claims Management							
Billing Analyst	2.00	\$ 22,606	-	\$ -	-	\$ -	\$ -
Claims Mgmt	2.00	\$ 22,606	-	\$ -	-	\$ -	\$ -
Claims Mgmt Fringe Benefits		\$ 4,069		\$ -		\$ -	\$ -
Total Personnel & Fringe		\$ 26,676		\$ -		\$ -	\$ -
Corporate Allocation		\$ -		\$ -		\$ -	\$ -
Total Claims Mgmt Costs		\$ 26,676		\$ -		\$ -	\$ -
Other Personnel							
Compliance Analyst	-	\$ -	-	\$ -	-	\$ -	\$ -
Other Personnel	-	\$ -	-	\$ -	-	\$ -	\$ -
Other Personnel Fringe Benefits		\$ -		\$ -		\$ -	\$ -
Total Personnel & Fringe		\$ -		\$ -		\$ -	\$ -
Corporate Allocation		\$ 7,239		\$ -		\$ -	\$ -
Total Other Personnel Costs		\$ 7,239		\$ -		\$ -	\$ -
Total Salary Costs	107.00	\$ 1,272,136	-	\$ -	-	\$ -	\$ -
Total Fringe Benefit Costs		\$ 217,695		\$ -		\$ -	\$ -
Total Personnel & Fringe Costs		\$ 1,489,830		\$ -		\$ -	\$ -
Total Corporate Allocation		\$ 115,855		\$ -		\$ -	\$ -
Total Personnel and Fringe Costs		\$ 1,605,685		\$ -		\$ -	\$ -

2) Other Direct Expenses	Proposed Budget		Q1		YTD Actuals		Budget - Actual
Connecticut Occupancy Cost							
Lease or Rental		\$ 59,814		\$ -		\$ -	\$ -
Facility		\$ -		\$ -		\$ -	\$ -
Fixtures and Furniture (depreciable assets)		\$ 9,013		\$ -		\$ -	\$ -
Utility - included in rent		\$ 7,788		\$ -		\$ -	\$ -
Maintenance and Repair		\$ 3,245		\$ -		\$ -	\$ -
Janitorial		\$ 7,324		\$ -		\$ -	\$ -
Subtotal Occupancy Expenses		\$ 87,184		\$ -		\$ -	\$ -
Office Support Expenses							
Office Supplies		\$ 11,097		\$ -		\$ -	\$ -
Office Equipment		\$ 4,507		\$ -		\$ -	\$ -
Printing		\$ 649		\$ -		\$ -	\$ -
Postage/Freight		\$ 36,409		\$ -		\$ -	\$ -
Other		\$ -		\$ -		\$ -	\$ -

January 1, 2022 - March 31, 2022	Proposed Budget	Q1	YTD Actuals	Budget - Actual
Subtotal Office Support	\$ 52,662	\$ -	\$ -	\$ -
Processing Expenses				
Telephone/Telecommunications	\$ -	\$ -	\$ -	\$ -
Consulting Fees	\$ -	\$ -	\$ -	\$ -
Accounting Services	\$ -	\$ -	\$ -	\$ -
Offsite Tape Vaulting	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -
Subtotal Processing	\$ -	\$ -	\$ -	\$ -
Equipment				
Computer/IT Equipment (depreciable assets)	\$ 10,933	\$ -	\$ -	\$ -
Computer/IT Equip. Repair/Main.	\$ 324	\$ -	\$ -	\$ -
Copy Equipment	\$ 270	\$ -	\$ -	\$ -
Copy Equip. Repair/Main.	\$ 324	\$ -	\$ -	\$ -
Telecom Equipment (depreciable assets)	\$ -	\$ -	\$ -	\$ -
Telecom Usage	\$ 112,287	\$ -	\$ -	\$ -
Telecom Repair/Main.	\$ 324	\$ -	\$ -	\$ -
Other Equipment (specify)	\$ -	\$ -	\$ -	\$ -
Other Equip. Repair/Main.	\$ -	\$ -	\$ -	\$ -
Equipment Rental	\$ -	\$ -	\$ -	\$ -
Subtotal Equipment	\$ 124,464	\$ -	\$ -	\$ -
2) Other Direct Expenses	Proposed Budget	Q1	YTD Actuals	
Software Expenses				
Software Expenses	\$ -	\$ -	\$ -	\$ -
Software Maintenance	\$ -	\$ -	\$ -	\$ -
Subtotal Software	\$ -	\$ -	\$ -	\$ -
Administrative Expenses				
Travel and Related Costs	\$ 2,920	\$ -	\$ -	\$ -
Business Meetings	\$ 12,661	\$ -	\$ -	\$ -
Staff Training	\$ 7,398	\$ -	\$ -	\$ -
Professional Fees	\$ -	\$ -	\$ -	\$ -
Consulting and Outside Services	\$ -	\$ -	\$ -	\$ -
Legal	\$ 16,224	\$ -	\$ -	\$ -
Audit/Accounting	\$ -	\$ -	\$ -	\$ -
Advertising	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 11,298	\$ -	\$ -	\$ -
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses	\$ -	\$ -	\$ -	\$ -
Recruiting Expense	\$ -	\$ -	\$ -	\$ -
Sales Commission	\$ -	\$ -	\$ -	\$ -
Website	\$ 324	\$ -	\$ -	\$ -
Bid Bond	\$ 3,175	\$ -	\$ -	\$ -
Payment Bond	\$ 17,991	\$ -	\$ -	\$ -
Subtotal Administrative	\$ 71,992	\$ -	\$ -	\$ -
Total Other Direct Costs	\$ 336,302	\$ -	\$ -	\$ -
Total Corporate Allocation	\$ -	\$ -	\$ -	\$ -
Total Other Direct Expense	\$ 336,302	\$ -	\$ -	\$ -

3) Estimated Per Member Per Month Costs			YTD Total	Budget - Actual
Member Months	2,640,099	0		
PMPM Rate	\$ 4.72	\$ 4.72		
Underwriting Gain (2%)	\$ 0.09	\$ 0.09		
PMPM Including Underwriting Gain	\$ 4.81	\$ 4.81		
Total	\$ 12,698,876	\$ -	\$ -	\$ -

4) Estimated Non-Medicaid Covered Services Costs			YTD Total	Budget - Actual
Estimated Trips per year:				
MFP	0			
Severe Weather	0			
Evacuees/Displaced Persons	0			
Rate	\$ -	\$ -		
Underwriting Gain (2%)	\$ -	\$ -		
Rate Including Underwriting Gain	\$ -	\$ -		
Total	\$ -	\$ -	\$ -	\$ -

5) Total Estimated Budget	CY Total	Q1 2022 Total	YTD Total	Budget - Actual
Budget Salaries/Fringe	\$ 1,489,830	\$ -	\$ -	\$ -
Budget Other Direct	\$ 336,302	\$ -	\$ -	\$ -
Corporate Allocation	\$ 115,855	\$ -	\$ -	\$ -
Subtotal Administrative Costs	\$ 1,941,986	\$ -	\$ -	\$ -
Administrative Underwriting Gain (2%)	\$ 38,840	\$ -	\$ -	\$ -
Total Administrative	\$ 1,980,826	\$ -	\$ -	\$ -
PMPM - Transportation Service Costs	\$ 12,698,876	\$ -	\$ -	\$ -
Non-Medicaid Covered Services Costs	\$ -	\$ -	\$ -	\$ -
TOTAL BUDGET	\$ 14,679,702	\$ -	\$ -	\$ -
Monthly Administrative Payments Equal to	\$ 660,275			

	Cap	Actual	Actual	Cap	Actual
Fringe (as % of salaries)	21.5%	17.1%	0.0%	21.5%	0.0%
Corporate Allocation	10.0%	6.3%	0.0%	10.0%	0.0%
Administrative Budget as % of NEMT Budget	14.0%	15.3%	0.0%	14.0%	0.0%
Underwriting Gain	2.0%	2.0%	0.0%	2.0%	0.0%

18. Effective 1/1/2021, Exhibit C of the contract and amendments thereof is hereby further amended to include the following for the period 1/1/2021 to 3/31/2022.

EXHIBIT C - NEMT Reconciliation Model			
ID	Line Item	CY 2021	CY 2022
Payments			
A	01. Member Months	10,657,032	2,640,099
B	02. NEMT Services & Provision for Underwriting Gain PMPM	\$ 4.81	\$ 4.81
C	03. NEMT Services & Provision for Underwriting Gain Lines (01. * 02.)	\$ 51,260,324	\$ 12,698,876
D	04. NEMT Administration Plus Provision for Underwriting Gain	\$ 7,923,305	\$ 1,980,826
E	05. Net Payment To Contractor Lines (03. + 04.)	\$ 59,183,629	\$ 14,679,702
F	06. Pre-paid Underwriting Gain Lines (05. - 05./1.02)	\$ 1,160,463	\$ 287,837
Actual Costs			
G	07. Actual Service Costs ¹	\$ 60,000,000	\$ 15,000,000
H	08. Actual Administration ²	\$ 8,000,000	\$ 2,000,000
I	09. Total Reported Costs Lines (07. + 08.)	\$ 68,000,000	\$ 17,000,000
Reported Underwriting Gains			
J	10. Financial Performance Lines (05. - 06. - 09.)	\$ (9,976,835)	\$ (2,608,135)
K	11. % Service Cost Difference Lines (10. / (05. - 06.))	-17%	-18.12%
L	12. Gain / Loss Determination	Loss	Loss
Performance Band Limits			
M	13. 2% Underwriting Gain Lines (05. - 05./1.02)	\$ 1,160,463	\$ 287,837
N	14. 3% Performance Band and Protection Lines ((05. - 06.) * 0.03)	\$ 1,740,695	\$ 431,756
O	15. Total Performance Band Lines (13. + 14.)	\$ 2,901,158	\$ 719,593
Quality Scores			
P	16. Quality Score (0 - 100)	50.00	50.00
Q	17. Underwriting Gain Retained Based on Quality Score	\$ 580,232	\$ 143,919
R	18. Maximum Gain Allowable Based on Quality Score (MIN[15. * (16. / 100)] , [(13. + 10.) * (16. / 100)])	N/A	N/A
S	19. Maximum Loss Protected Based on Quality Score (MAX[-15. * (16. / 100)] , [10. * (16. / 100)])	\$ (1,450,579)	\$ (359,797)
Gain Reconciliation			
T	20. Gain Reconciliation (17. - 10. - 13.)	N/A	N/A
U	21. Reconciliation Determination		
Loss Reconciliation			
V	22. Underwriting Gain Returnable to State (MIN[-MIN[0, 17. + 18.] + (13. - 17.) , 0])	\$ -	\$ -
W	23. Additional Loss Protected (-MIN[13. + 18.] , 0)	\$ 290,116	\$ 71,959
X	24. Loss Reconciliation (22. + 23.)	\$ 290,116	\$ 71,959
Y	25. Reconciliation Determination	Owed to Contractor	Owed to Contractor
Notes:			
1. Actual service costs are based on reported encounter data.			
2. Actual administration costs based on audited financial statements, which excludes gains.			
3. Underwriting gain up to 5% of the capitation payment is determined based on quality.			
4. Loss Protection up to 3% of the capitation payment is determined based on quality.			
5. Payments may be owed to the Contractor / State based on financial and quality metrics.			
6. Please reference the NEMT Services Agreement for information related to quality scoring.			

19. Effective on and after July 1, 2019, Part II labeled TERMS AND CONDITIONS of the contract shall be deleted in its entirety and replaced with the following:

Part 2 Effective July 1, 2019

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

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

1. **"Bid"** shall mean a bid submitted in response to a solicitation.
2. **"Breach"** shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
3. **"Cancellation"** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
4. **"Claims"** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
5. **"Client"** shall mean a recipient of the Contractor's Services.
6. **"Contract"** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
7. **"Contractor Parties"** shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
8. **"Data"** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
9. **"Expiration"** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.
10. **"Force Majeure"** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
11. **"Confidential Information" (formerly "Personal Information")** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information regarding clients that the Agency classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
12. **"Confidential Information Breach" (formerly "Personal Information Breach")** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential

Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the State.

13. **"Records"** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.
14. **"Services"** shall mean the performance of Services as stated in Part I of this Contract.
15. **"State"** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. **"Termination"** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Client-Related Safeguards.

1. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
2. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103 through 17a-103e, inclusive, 19a-216, 46b 120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).
3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. Contractor Obligations.

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM the Web at http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806.
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the Department of Social Services or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:

- (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
- (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) days following the termination or cancellation of the Contract.

4. Federal Funds.

- (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
- (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act ("DRA") of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
 - (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General ("HHS/OIG") Excluded Parties list and the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

5. Audit and Inspection of Plant, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

- (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

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

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

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

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

8. Liaison. Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.

9. Subcontracts. Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties

shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.

10. Independent Capacity of Contractor. The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.

11. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (e) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

- (a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
- (b) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.

- (c) Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
- (d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease -- Policy limit, \$100,000 each employee.

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

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

- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

15. Compliance with Law and Policy, Facility Standards and Licensing. Contractor shall comply with all:

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

16. Representations and Warranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
- (c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

17. Reports. The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.

- 18. Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.
- 19. Protection of Confidential Information.**
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data -- security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
 - (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
 - (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
 - (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
- 20. Workforce Analysis.** The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.
- 21. Litigation.**
- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully

under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

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

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

1. Contract Amendment.

- (a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.
- (b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.
- (c) The Agency may amend this Contract to reduce the contracted amount of compensation if:
 - (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
 - (2) federal funding reduction results in reallocation of funds within the Agency.
- (d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
 - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) days from the effective date of any change in:
 - (A) its certificate of incorporation or other organizational document;
 - (B) more than a controlling interest in the ownership of the Contractor; or
 - (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the

Contract until performance is fully completed.

- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
 - (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.
 - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
 - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;
 - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
 - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.
- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.

4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.
6. **Ending the Contractual Relationship.**
- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
 - (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
 - (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
 - (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
 - (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.
7. **Transition after Termination or Expiration of Contract.**
- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the

Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.

- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

E. Statutory and Regulatory Compliance.

1. **Health Insurance Portability and Accountability Act of 1996.** Notwithstanding the language in Part II, Section E.1(c) of this Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.
- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted on the Signatures and Approval page of this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").
- (f) Definitions
- (1) "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards. "Business Associate" shall mean the Contractor.
 - (2) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (3) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (4) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
 - (5) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (6) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (7) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
 - (8) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (9) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (10) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (11) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

- (12) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (13) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (14) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

(g) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.
- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate
 - (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the Individual's PHI;
 - (C) provide a copy of the Individual's PHI in an electronic health record; or
 - (D) amend PHI in the Individual's designated record set the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without:
 - (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
 - (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.
- (16) Obligations in the Event of a Breach.
 - (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - 1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 - 2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 - 4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.

5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
 - (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive, of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
 - (E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
 - (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
 - (G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (h) Permitted Uses and Disclosure by Business Associate.
 - (1) General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions.
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (i) Obligations of Covered Entity.
 - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or

disclosure of PHI.

- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j) **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (k) **Term and Termination.**
 - (1) **Term.** The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) **Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate,** Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
 - (3) **Effect of Termination.**
 - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (l) **Miscellaneous Sections.**
 - (1) **Regulatory References.** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
 - (2) **Amendment.** The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104 191.

- (3) **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) **Effect on Contract.** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) **Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

2. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

3. Utilization of Minority Business Enterprises. The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a 60a and 4a-60g to carry out this policy in the award of any subcontracts.

4. Priority Hiring. Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

5. Non-discrimination.

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

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
 - (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees. For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).
- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
- (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission;
- (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and
- (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business

enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and

(4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

6. Freedom of Information.

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).

- (b) **Governmental Function.** In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1 200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

- 7. **Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
- 8. **Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.
- 9. **Campaign Contribution Restriction.** For all State contracts as defined in C.G.S. § 9 612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" reprinted below.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 07/18

Page 1 of 2



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

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

This notice is provided under the authority of Connecticut General Statutes § 9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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



DEFINITIONS

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

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

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

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

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

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

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

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. “Solicit” does not include (i) making a contribution that is otherwise permitted under this chapter, (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office, (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this subdivision, or (v) mere attendance at a fundraiser.

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

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

All terms and conditions of the original Contract, and any subsequent amendments thereto, which were not modified by this Amendment remain in full force and effect.

SIGNATURES AND APPROVALS
Contract # 17DSS1203HC
Amendment # 4

The Contractor Is a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

Contractor

Total Transit, Inc.

Contractor

DocuSigned by:

Michael Pinckard

1/26/2021 | 7:50 PM EST

Signature

Date

Michael Pinckard CEO

Name and Title of Authorized Official

Connecticut Department of Social Services

DocuSigned by:

Kathleen M. Brennan

1/27/2021 | 1:27 PM EST

Signature

Date

Kathleen M. Brennan Deputy Commissioner

Name and Title of Authorized Official

Connecticut Attorney General *approved as to form:*

DocuSigned by:

Joseph Rubin

1/28/2021 | 7:35 PM EST

Signature

Date

Joseph Rubin Assistant Deputy Attorney General

Name and Title of Authorized Official