



**Department of Public Health**  
**Contracts and Grants Management Section**  
PO Box 340308, 410 Capitol Ave., MS#13 GCT  
Hartford, CT 06134-0308  
Telephone: (860) 509-7704 FAX: (860) 509-8210

August 19, 2020

Clint Clevenger  
AMN Healthcare, Inc.  
12400 High Bluff Drive  
San Diego, CA 92130

**Contract Log:** #2021-0045

**Program:** Infectious Diseases-  
COVID19

**Contract Award:** \$23,771,460.00

**Contract Period:** 7/27/2020 Through 7/27/2021

Dear Mr. Clevenger:

Enclosed is the above referenced Contract, DPH Log #2021-0045. Please use the DPH contract log number when sending in progress reports, expenditure reports, budget revision requests and/or other correspondence relating to this contract.

Please review this Contract and return the original contract following the procedure explained below. If Contract corrections or changes are necessary, please contact me at (860) 509-7714. It is important that the signed contract and other required submittals be returned to the Department by **August 24, 2020**. You will receive a copy of the original Contract signed by the Department when the Contract is fully executed.

**Nondiscrimination Certification:** All contractors need to have a resolution passed by their governing body adopting and supporting nondiscrimination agreements and warranties required under Conn. Gen. Stat. § 4a-60(a)(1) and § 4a-60a(a)(1). The signature certification indicates that the resolution has been adopted and is in full force and effect at the time of signing. Instructions and copies of the required certification are enclosed. Contractors are required to either upload copies of the completed and signed Certification to State Contracting eSupplier Portal (Portal) or submit a paper copy of the Certification with the signed Contract. An updated certification must be uploaded or submitted to the State when there is a change to the filed information or twelve months after the last filed Certification. Additional forms are included for this purpose. Portal instructions are available at [https://www.core-ct.state.ct.us/financials/scm/doc/SCMT\\_13\\_Budget\\_Workbook\\_Job\\_Provider\\_Entity\\_Information.docx](https://www.core-ct.state.ct.us/financials/scm/doc/SCMT_13_Budget_Workbook_Job_Provider_Entity_Information.docx).

**Acceptances and Approval Page:** The individual authorized to sign the Contract must sign the Acceptances and Approval page of the Contract under the "By the Contractor" section, on the line marked "Signature (Authorized Official)" and include the signer's official title and signature date. Contract signing will be processed via the DocuSign eSignature process.

**Commission on Human Rights and Opportunities (CHRO) Contract Compliance forms:** Please read the Commissioner's letter concerning the Department's commitment to affirmative action. Complete, sign and return the Workforce Analysis form. Contractors with more than one (1) employee who do not have affirmative action plans **must** have an affirmative action policy statement. You may use the enclosed statement from the Commissioner as a model. You must

clint.clevenger@amnhealthcare.com

return a copy of your statement if you do not have an affirmative action plan and have more than one (1) employee. Contractors with more than twenty-five (25) employees **must** have an Affirmative Action Plan on file at their place of business. **DO NOT SEND PLANS TO THE DEPARTMENT.** The Workforce Analysis form may be uploaded to the Portal or returned in hard copy to the Department.

**Certification Requirements:** On July 13, 2006, Governor M. Jodi Rell issued Executive Order No. 7C which repealed Executive Orders No. 7, 7A, and 7B in their entirety. Effectively the certification requirements of Executive Order No. 7B were adopted by and incorporated into 7C. Certification requirements of Executive Order 7C were expanded to include a Campaign Contribution Certification, Consulting Agreement Certification, and an annual Gift/Campaign certification for all state contracts between state agencies and **private** entities with a value of \$50,000 or more in a calendar or fiscal year. Public Act 11-229 made changes to filing requirements, timelines and certification language effective October 1, 2011. Re-Certification forms are required anytime there is a change in the filed information or twelve months after the last filed certification. Blank forms are included as Contract attachments for use during the Contract term. **Please retain and print such forms for future use as needed.** For further information please feel free to contact us or visit the Office of Policy and Management website at: [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806)

Copies of the completed and signed certifications may be uploaded to the Portal or submitted in paper directly to the Department. Portal instructions are available at [https://www.core-ct.state.ct.us/financials/scm/doc/SCMT\\_13\\_Budget\\_Workbook\\_Job\\_Provider\\_Entity\\_Information.docx](https://www.core-ct.state.ct.us/financials/scm/doc/SCMT_13_Budget_Workbook_Job_Provider_Entity_Information.docx).

**Insurance Documentation:** All contractors are required to file a Certificate of Insurance and additional documentation with the department as specified in the Contract. Please submit insurance documentation, as indicated in the Contract by uploading it to the Portal or submitting it to the Department in hardcopy.

**Minority Business Enterprises Utilization form:** This form must be completed if your agency is subject to the Commission on Human Rights & Opportunities regulations and if you subcontract with any minority business enterprises. Please upload the completed form to the Portal or submit it to the Department in hardcopy.

**Anti-Lobbying Certification form:** This form must be completed if the contract includes federal funds. Please upload the completed form to the Portal or submit it to the Department in hardcopy.

**System for Award Management (SAM):** All contractors that receive federal funding must maintain current registration in SAM for eligibility to receive federal funds. If you are not registered in SAM please do so immediately to not delay processing of this Contract and related payments. SAM registration must be updated/renewed annually to remain active. There is no cost to register in SAM and additional information and registration is available at <https://www.sam.gov>. Please maintain your SAM number and SAM number expiration date current in the Portal, if the Contract includes federal funds, to avoid delayed payments.

**Document Submission:** Certifications, Affidavits, and supplemental information requiring submission may be submitted on-line or in hard copy to the Department. For on-line submission, items must be submitted to the Portal.

If submitted to the Portal, Certifications (Nondiscrimination, Gift/Campaign, Consulting Agreement, Iran), Insurance documentation, and CHRO documentation are for statewide consumption and must be submitted on the "Entity Certifications" tab of the "Provider Entity Information" menu item. All other attachments and invoices are Department and contract

specific and must be submitted on the “Attachments” tab of the “Provider Program Information” menu item.

Thank you for your cooperation.

Sincerely,

Desiree May  
Associate Fiscal Administrative Officer  
Contracts and Grants Management Section  
(860) 509-7714

## CONTRACT PACKAGE CHECKLIST

**Please process and/or upload to the eSupplier Portal or return:**

- Original Signed Contract
- Completed Nondiscrimination Certification (required if no certification is currently in effect)
- Workforce Analysis Form
- Copy of Insurance documentation as required by the Contract
- Consultant Agreements Certification (contractors receiving \$50,000 or more)
- Initial Gift and Campaign Contribution Certification (contractors receiving annual funds of \$50,000 or more)
- Contractor's Minority Business Enterprises Utilization Form, if applicable
- Certification Regarding Lobbying Activities

Please return your complete contract package to:

Desiree May  
Contracts and Grants Management Section, MS# 13GCT  
State Dept. of Public Health  
410 Capitol Avenue  
P.O. Box 340308  
Hartford, CT 06134-0308

**PERSONAL SERVICE AGREEMENT**

CO-802A REV. 2/08 (electronic version)

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

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

**#2021-0045**

		(1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT		(2) IDENTIFICATION NO. P.S. <b>#2021-0045</b>	
<b>CONTRACTOR</b>	(3) CONTRACTOR NAME <b>AMN Healthcare, Inc.</b>			(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
	ADDRESS <b>12400 High Bluff Drive, San Diego, CA 92130</b>			CONTRACTOR FEIN/SSN- SUFFIX <b>88-0208006</b>	
<b>STATE AGENCY</b>	(5) AGENCY NAME AND ADDRESS <b>State of Connecticut, Department of Public Health MS#13 GCT, 410 Capitol Ave., PO Box 340308, Hartford, CT 06134-0308</b>				
<b>CONTRACT PERIOD</b>	(6) DATE (FROM)	THROUGH (TO)	(7) INDICATE		
	<b>07/27/20</b>	<b>07/27/21</b>	<input type="checkbox"/> MASTER AGREEMENT <input checked="" type="checkbox"/> CONTRACT AWARD NO. <b>#2021-0045</b> <input type="checkbox"/> NEITHER		
<b>CANCELLATION CLAUSE</b>	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT.)				(8) REQUIRED NO. OF DAYS WRITTEN NOTICE <b>30</b>
<b>COMPLETE DESCRIPTION OF SERVICE</b>	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) <b>A. AMN Healthcare, Inc., hereinafter the "Contractor", shall provide services to the Department of Public Health, hereinafter the "Department", "DPH" or "Agency", as described in this Agreement.</b>				
<b>COST AND SCHEDULE OF PAYMENTS</b>	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Payment shall be made according to the schedule in Section H of this Contract. The total amount of this Contract shall not exceed \$23,771,460.00.				

(11) OBLIGATED AMOUNT										
<b>\$23,771,460</b>										
(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) CHARTFIELD	(19) PROJECT/ GRANT	(20) BUDGET REFERENCE	(21) CFDA	
<b>\$23,771,460</b>	<b>12060</b>	<b>DPH48557</b>	<b>29582</b>	<b>42003</b>	<b>55050</b>	<b>1</b>	<b>DPH29582PPPHC20</b>	<b>2020</b>		

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

<b>ACCEPTANCES AND APPROVALS</b>	(22) STATUTORY AUTHORITY <b>4-8, 19a-2a</b>
<b><u>The Contractor herein IS NOT a Business Associate under HIPAA</u></b>	

(23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE
DocuSigned by: <i>Susan Salka</i> Susan Salka	President & Chief Executive Officer	8/24/2020   1:57 PM E
(24) AGENCY REPRESENTATIVE	TITLE	DATE
DocuSigned by: <i>Heather Aaron</i> Heather Aaron, MPH, LNHA	Deputy Commissioner	8/25/2020   11:02 AM
(25) DEPARTMENT OF PUBLIC HEALTH LEGAL OFFICE	TITLE	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)	TITLE	DATE
DocuSigned by: <i>Joseph Rubin</i> 9B68A829F9A14DD...	Assistant Deputy Attorney General	8/25/2020   2:43 PM E

**TERMS/CONDITIONS****EXECUTIVE ORDERS**

This Contract is subject to the provisions of 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 are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and 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 DAS shall provide a copy of these orders to the Contractor.

**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.

**INSURANCE** Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance:

- (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 project 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 the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- (c) Professional Liability: \$1,000,000 limit of liability. 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.

**STATE LIABILITY** The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

**B. Definitions:**

The following definitions shall apply to this contract:

1. **Community Resource Coordinator (“CRC”):** is an individual responsible for identifying and engaging with local and regional providers of social services and supports to provide case management services to address the needs of people tested positive for COVID-19 and those who have had close contact with people tested positive for COVID-19 to effectively self-isolate/self-quarantine (stay home and separate from others for a defined period of time)
2. **Case Investigator:** is the paid or volunteer person responsible for communicating with people in high risk populations found positive and/or people who have had suspected exposure to someone who has taken a COVID-19 test or who has tested positive for COVID-19.
3. **ContaCT:** is the data management and documentation system for all contact tracing activity in Connecticut.
4. **Contact Tracing:** is the public health intervention used to prevent the spread of infectious disease by interviewing people who have tested positive for COVID-19 to identify everyone they had close contact with during the time they may have been infectious and then notifying those contacts to educate and monitor for symptoms of COVID-19.
5. **Contact Tracer:** is the paid or volunteer person responsible to conduct interviews with people found positive and/or people who have had suspected exposure to someone who has tested positive for COVID-19.
6. **Contact Tracing Training Materials:** are the curriculum, skill checks, videos, and user support documents used for COVID-19 Contact Tracing training provided by the Department or developed by the Contractor.
7. **COVID-19:** is an illness caused by a virus that can spread from person to person causing symptoms that range from mild (or no symptoms) to severe illness resulting in death.
8. **CRC System Module:** is the part of ContaCT that allows CRCs to receive referrals and information from Contact Tracers, Case Investigators, and Supervisors and to document the CRC’s interactions with a person who has tested positive for COVID-19 or a person suspected to have had contact with a person who tested positive for COVID-19.
9. **High Risk Populations:** are people at greater risk of transmission of COVID-19 due to density of population and living in areas of poverty.
10. **Interview:** is the conversation that takes place between a Contact Tracer or Case Investigator and a person who has taken a COVID-19 test or tested positive for COVID-19 or a person suspected to have had contact with a person who tested positive for COVID-19.
11. **Local Health Department (“LHD”):** is one of sixty-five (65) entities that provide public health services to Connecticut communities. LHDs are organized as a department that works with a municipality or a district that works with several municipalities across a region.
12. **Project Manager:** is a person employed by the Contractor who oversees and ensures the delivery of services under this contract and serves as the primary liaison between the Department and Contractor.

13. **Skill Check:** is the tool used to evaluate the effectiveness of trainings or development activities offered to Contact Tracers, Case Investigators, and Supervisors.
14. **Supervisor:** is the person overseeing the work of no more than twenty (20) Contact Tracers and/or Case Investigators and is responsible for monitoring the work of those they supervise, identifying Contractor-employed staff and Department-provided volunteer error or skill deficits and developing and implementing plans for correction.

**C. Description of Services:**

**1. Project Manager:**

The Contractor shall provide one (1) Project Manager who shall:

- a. Act as the point of contact to the Department for all Contractor services under this contract;
- b. Schedule and meet with the Department at least one (1) time per week to provide updates on the status of all services under this contract;
- c. Advise the Department of any barriers to providing the services under this contract within one (1) business day of discovery; and
- d. Draft a mitigation plan to overcome any barriers to providing the services under this contract and provide a copy to the Department within five (5) business days of discovery.

**2. Project Management Plan:**

The Contractor shall furnish to the Department a Project Management Plan deliverable that, in accordance with the pricing, services scope, and other assumptions, includes, but is not limited to, the following:

- a. A list of the individuals that will be utilized by the Contractor to furnish the services, including, but not limited to, Project Manager, Hiring Manager, and Training Manager;
- b. A description of how, as limited by workforce management pricing constraints, the Department's payment of all Contractor fees when due, and/or changes in the Department's responsibilities, the services under this contract will be conducted, including but not limited to:
  - i. Delivery of ongoing Contact Tracing training to all contact tracers, Contact Investigators, Supervisors, and CRCs;
  - ii. Recruitment and management of Contact Tracers;
  - iii. Recruitment and management of Case Investigators;
  - iv. Recruitment and management of Supervisors;
  - v. Fulfillment of all contact tracing staffing needs throughout the State of Connecticut as determined in conjunction with the Department; and
  - vi. Scheduling of Contact Tracers, Contact Investigators, and Supervisors to adequately cover the entire State of Connecticut working in collaboration with LHDs and the Department.
- c. A schedule of weekly meetings to be held between the Contractor and the Department, along with the job title of the individuals who will attend on behalf of the Contractor; and



- d. Within thirty (30) calendar days of the execution of this contract, the Contractor shall electronically submit the Project Management Plan deliverable to the Department for approval. The Department will review and respond to the Contractor in writing with any questions or modifications to the Project Management Plan within five (5) business days of receipt. If the Department requests revisions, the Contractor shall electronically submit a revised Project Management Plan to the Department within five (5) business days of receipt of the Department's questions or modifications. Any subsequent changes shall be subject to the same review and approval cycle. The Contractor shall obtain written Department approval via email prior to instituting the Project Management Plan.
- e. Any services performed by the Contractor prior to the Department's approval of the Project Management Plan shall be performed in consultation with, and approval from, the Department.

**3. Contact Tracers:**

The Contractor shall:

- a. Hire/engage, manage, and maintain the employment and/or volunteer activity of Contact Tracers to conduct services under this contract in conjunction with Contact Tracers provided by the LHDs. The number of Contact Tracers hired or engaged by the Contractor shall be determined in consultation with the Department, and in accordance with the Workforce Management Pricing tiers.
- b. Use Department-provided Contact Tracing training materials and/or materials developed by the Contractor and approved by the Department to provide initial and ongoing Contact Tracing training and training materials to all Contact Tracer s conducting services under this contract, and upon request by the Department or LHDs.
- c. Conduct Skill Checks for all Contact Tracing trainings provided to Contact Tracers.
- d. Supply all individuals that have successfully completed the Contact Tracing training with a Department-provided confidentiality agreement for signature upon completion of the training.
- e. Submit the signed confidentiality agreements to the Department within two (2) calendar days of signing.
- f. Upon request by the Department or LHD, provide and manage a Contact Tracer(s) to conduct Contact Tracing activities for an area determined by the Department or LHD.

**4. Case Investigators:**

The Contractor shall:

- a. Hire/engage manage and maintain the employment and/or volunteer activity of Case Investigators to conduct services under this contract. The number of Case Investigators hired or engaged by the Contractor shall be determined in consultation with the Department.
- b. Use Department-provided training materials and/or materials developed by the Contractor and approved by the Department to provide training to all Case Investigators.

- c. Conduct Skill Checks for all trainings provided to Case Investigators and submit the results to the Department electronically within two (2) calendar days of completing the Skill Check.
- d. Supply all individuals that have successfully completed the training with a Department-provided confidentiality agreement for signature upon completion of the training.
- e. Submit the signed confidentiality agreements to the Department within two (2) calendar days of signing.
- f. Upon request by the Department or LHD, provide and manage a Case Investigator(s) to conduct Contact Tracing activities for an area determined by the Department or LHD.

**5. Supervisors:**

The Contractor shall:

- a. Hire, manage, and maintain the employment of Supervisors to conduct services under this contract. The number of Supervisors hired by the Contractor shall be determined in consultation with the Department.
- b. Use Department-provided Contact Tracing training materials and/or materials developed by the Contractor and approved by the Department to provide initial and ongoing Contact Tracing training and training materials to all Supervisors conducting services under this contract, and upon request by the Department or LHDs.
- c. Conduct Skill Checks for all Contact Tracing trainings provided to Supervisors.
- d. Supply all Supervisors that have successfully completed the Contact Tracing training with a Department-provided confidentiality agreement for signature upon completion of the training.
- e. Submit the signed confidentiality agreements to the Department within two (2) calendar days of signing.
- f. Upon request by the Department or LHD, provide and manage a Supervisor(s) to conduct Contact Tracing activities for an area determined by the Department or LHD.

**6. Reporting and Quality:**

- a. The Contractor shall submit, via electronic mail, a weekly report to the Department that includes, but is not limited to, the following:
  - i. Contact Tracing Performance Metrics as provided by the Department which include, but are not limited to, the following:
    - a) Percentage of new COVID-19 positive individuals and contacts successfully contacted by Contact Tracers within 48 hours;
    - b) Percentage of Contact Tracers, Case Investigators, and Supervisors retained on a monthly basis;
    - c) Total volume of phone calls to Interviewees and referrals to CRCs on a weekly basis;
    - d) Quarterly survey submissions from sample of impacted residents on quality of customer service; and



- h. All technical support, telephony services, and ContaCT ticketing tools;
- i. Limit of Workforce Management hours to 12 hours per day / 7 days per week;
- j. Appropriate and timely inputs to support the development of the Project Management Plan and meeting all agreed upon timelines;
- k. Contractor access via fully paid licenses to the telephony and data management system;
- l. Provision of COVID-19 knowledgeable resources and subject matter expertise to inform and support the Contractor's services;
- m. Program leadership personnel for any activities that require Department ownership;
- n. Access to ContaCT and remote connectivity to report on call volumes;
- o. Ongoing collaboration to establish and adjust hiring/staffing goals;
- p. A single Department contact to collaborate and be responsible for forecasting Contractor's staffing / recruitment requirements; and
- q. The right to use any State or Department trademarks in recruitment materials and solicitations of staff upon approval by the Department.

**D. Statement of Work (SOW)/Scope Items**

Work shall be performed pursuant to a "Public Health Emergency" (justifying short/limited procurement).

1. Contractor will act as "Program planners" or "qualified person" operating under the direction of the State to enable countermeasures to be deployed during the COVID 19 public health emergency, said work to include the administration of the program and investigation to combat the threat to public health.
2. Consent must be obtained from individuals to share any data with Contractor and for its use in connection with the project; the responsibility to prepare and provide the appropriate consent, in compliance with all applicable laws, rules and regulations, and the determination of the manner and method by which Contractor shall instruct staff and volunteers to obtain such consent shall be solely that of the Department.
3. Fees/charges to be independent of any project outcomes however, all deliverables pursuant to this contract shall be met.
4. Contractor will not have responsibility for the Contact Tracing scripts or training materials, unless developed or modified by the Contractor; these are to be provided by and confirmed as accurate by the State.
5. For collection of data – the parties will work together to define the specific scope of any analytics/reporting services.
  - a. Contractor's scope shall exclude the collection of ANY data via mobile phones or other devices.
  - b. Scope to exclude any predictive elements.
  - c. Contractor accepts no responsibility for the accuracy of any data provided in connection with the project nor will it verify the accuracy of such data.
  - d. Contractor will not use any third-party data set, unless appropriate consents have been secured from data subjects.

6. To the extent Contractor provides any “mapping” or “geo-placement” deliverables, the State will be responsible for defining the scope of users that will have access to access and/or use such deliverables and ensuring compliance with privacy and security requirements. (e.g., Contractor cannot disclose names and addresses in our mapping outputs).

**E. DELIVERABLE EVALUATION, ACCEPTANCE & OWNERSHIP**

1. The Project Plan furnished to the Department by the Contractor is a deliverable subject to these additional terms (the "Deliverable"). Deliverable furnished by Contractor under the terms of this Contract will be subject to User Acceptance Testing. User Acceptance Testing (UAT) for each Deliverable begins as of the date the Client Agency notifies the Contractor in writing that the Deliverable provided for UAT has successfully met the Acceptance Criteria, successfully delivered and/or installed in the development and testing computer environment and is ready for UAT. The following procedures will apply during UAT:
  - a. The Client Agency shall provide Contractor with (a) written notice of Acceptance of the Deliverable or (b) a written statement which identifies in reasonable detail, with references to the applicable requirements, the deficiencies preventing Acceptance.
  - b. Contractor shall have five (5) business days, or such other period mutually agreed upon by the parties in writing, from the date it receives the notice of deficiencies to complete corrective actions to make the Deliverable conform in all material respects to the applicable Specifications. The Client Agency shall review the corrected Deliverable and notify Contractor in writing of acceptance or rejection in accordance with the foregoing provisions of this section.
  - c. The Acceptance Date for a Deliverable shall be the date of written notice of Acceptance of the Deliverable from Client Agency to Contractor.
2. After Acceptance by the Client Agency of each of the Deliverables required under Exhibit A or a SOW, as applicable, the Client Agency shall perform UAT on any Contractor-furnished "System" for Acceptance prior to implementing the System in the Client Agency's production environment. If UAT for the System is successfully completed, the Client Agency shall in writing notify the Contractor of the Client Agency's Acceptance of the System, and the date of such notice will be the Acceptance Date for the System.
3. If requested by Contractor, Client Agency shall complete Contractor's acceptance certificate, in a form reasonably acceptable to Client Agency, so long as such certificate does not amend, alter or modify in any way the terms of this Contract.
4. The State shall own all Deliverables provided by Contractor under this Contract, subject to subparagraph 5) below, and shall have the right to alter, modify, create derivative works, copy and distribute any Deliverable acquired under this Contract including any and all configuration, programming, inventions or improvements to computer programs or base software or both, specifically developed by the Contractor and paid for by the Client Agency pursuant to this Contract. The State shall retain all ownership rights to any such configuration, programming, inventions or improvements.
  - a. The State shall own any inventions or improvements to Contractor IP, if such invention or improvement was developed in the Performance of this Contract and paid for by the State. Contractor shall have a perpetual license at no cost to use any such inventions or improvements to Contractor IP for Contractor's own

or commercial purposes. Nothing in this provision shall be construed as transferring to the State any ownership interest or rights to Contractor IP.

5. The State shall have a nonexclusive, nontransferable, perpetual license to use, alter, modify, create derivative works (without the right to sublicense) and copy Contractor IP in connection with the State's business needs and operations if Contractor IP is provided to the State by Contractor in order to Perform any Services or provide any Deliverables required under this Contract.
6. If any Deliverable becomes the actual or prospective subject of any patent, copyright, license or proprietary rights claim or proceeding, Contractor shall do one or more of the following at the option of Contractor:
  - a. Modify the Deliverable or substitute another equally suitable Deliverable (provided that the function of the modified or substitute Deliverable equals or exceeds that of the original Deliverable); or
  - b. Obtain for the Client Agency the right to continued use of the Deliverable.
7. Each party reserves for itself all proprietary rights not expressly granted to the other. Contractor shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or Services provided under this Contract.

**F. Reports and Report Schedule:**

1. The Contractor shall submit to the Department periodic program, statistical fiscal reports, as applicable, in the format(s) provided or approved by the Department, in accordance with the following schedule:

**FUNDING PERIOD ONE: 7/27/2020 to 7/27/2021**

<b>REPORTING PERIOD</b>	<b>REPORTS DUE BY</b>
July 27, 2020 through August 31, 2020	September 15, 2020
September 1, 2020 through September 30, 2020	October 15, 2020
October 1, 2020 through October 31, 2020	November 15, 2020
November 1, 2020 through November 30, 2020	December 15, 2020
December 1, 2020 through December 31, 2020	January 15, 2021
January 1, 2021 through January 31, 2021	February 15, 2021
February 1, 2021 through February 28, 2021	March 15, 2021
March 1, 2021 through March 31, 2021	April 15, 2021
April 1, 2021 through April 30, 2021	May 15, 2021
May 1, 2021 through May 31, 2021	June 15, 2021
June 1, 2021 through June 30, 2021	July 15, 2021
July 1, 2021 through July 27, 2021	August 27, 2021

2. The Contractor's last programmatic and financial reports for the Contract Funding Period(s) shall be cumulative for the entire Contract Funding Period (hereinafter Final Reports) and due no later than thirty (30) days after the completion of all scheduled work or the end of the Contract Funding Period.
  - a. The financial Final submission for the Contract Funding Period shall include reports of the subcontractor(s) including award amounts, and subcontractor(s) respective expenditures.
  - b. The financial Final Reports of the Contractor and subcontractors, for the Contract Funding Period, shall not include any unpaid obligations.

3. The Contractor shall submit monthly program reports electronically to the Department at: [Jaime.krasnitski@ct.gov](mailto:Jaime.krasnitski@ct.gov), according to the schedule noted in subsection F. (1) above. The program reports shall include, but not be limited to, the following:
  - a. Attendance logs of weekly meetings with DPH project staff along with meeting minutes.
  - b. A copy of implementation status of project plan along with corrective action plan for any areas not meeting deadline/benchmarks once per month.
  - c. A monthly report of contractor staff utilized to complete deliverables under this contract including names, titles, dates and hours worked.
  - d. Attendance logs for weekly meeting on Contact Tracing system upgrade needs and improvements along with meeting minutes for the prior month.
  - e. A weekly report of quality checks performed on all contact tracers at regular intervals to confirm adherence to the standard operating procedures, effective customer service and timely performance of activities for the prior month.
  - f. A copy of corrective action plans for all underperforming paid and Department provided volunteer contact tracing staff (Contact Tracers, Case Investigators and Supervisors) for the prior month.
  - g. Participant rosters, copies of staff training curriculum and evaluations from trainings delivered in the prior month.
  - h. A copy of updated staff level dashboards reflecting performance for the prior month.
  - i. Report of monthly, weekly and daily call, transaction, minute consumption for the prior month.
  - j. A report providing a call pattern forecast for the following month.
  - k. A copy of the following month's schedule for all staff (e.g. Contact Tracers, Case Investigators, and Supervisors).
  - l. Copies of all updated end user job aids including but not limited to scripts and FAQ sheets.
4. The Contractor shall also submit a weekly report on their recruiting activities, which shall include, but not be limited to the following:
  - a. Name, address and last 4 digits of each recruit's social security number.
  - b. Name of the agency to which the recruit was assigned.

**G. Budget and Funding:**

1. The Contractor shall adhere to and expend funds in accordance with the Budget(s) included in this Contract.
2. The Contractor agrees that any expenditures that exceed a budget line item by more than 20% must be approved in writing by the Department. In addition, the Contractor shall obtain prior written approval from the Department before reallocating any funds budgeted for one program or site to another program or site within a single budget.
3. If this Contract includes more than one budget, the Contractor shall not commingle the funds provided by the Department for one budget within those provided for any other budget.

4. This Contract includes Federal Financial Assistance, and therefore such funds shall be subject to the Federal Office of Management and Budgets Cost Principles (OMB Circulars A21, A87 or A122, if applicable).
5. Contractor hereby discloses that performance of the Contract by Contractor includes the Contractor's engagement of Accenture, LLP as a subcontractor to furnish workforce management services.

**H. Payments and Payment Schedule; Refunds:**

1. **Maximum Payment:** The total amount of payment made under this Contract shall not exceed **\$23,771,460**.
2. **Payment and Payment Schedule:** Payment shall be made in arrears upon the Department's receipt and approval of satisfactorily and timely completed deliverables, reports, and/or the Department's approval of properly executed invoices submitted by the Contractor.
3. Contractor shall submit invoices in arrears to the Department, no later than the 15th day following the end of each month, for each month of the Contract term. The invoices shall, at a minimum, include the Contractor name, the Contract Number, the billing period and a detailed supporting report(s).
4. The Contractor shall submit invoices and supporting reports electronically to the Department at: [DPH.COVID19Contracts@ct.gov](mailto:DPH.COVID19Contracts@ct.gov).
5. Services provided under this Contract shall be billed by the Contractor to the Department based on the following unit pricing:
  - a. **Recruitment:** Recruitment/placement fee for Contact Tracers, Case Investigators and Supervisors (paid per recruit):
    - i. For the first 350 paid staff recruited - \$1900 per recruit.
    - ii. For the first 350 volunteer staff recruited - \$950 per recruit.
    - iii. For the 351<sup>st</sup> through the 1000<sup>th</sup> paid staff recruited - \$1600 per recruit.
    - iv. For the 351<sup>st</sup> through the 1000<sup>th</sup> volunteer staff recruited - \$800 per recruit.
  - b. Invoices for **recruitment services** shall include a report detailing the following:
    - i. Number of paid and/or volunteer staff recruited, and dates recruited.
    - ii. Name, address and last 4 digits of each recruit's social security number.
  - c. **Contact Tracing Staff Wages:** Hourly wage paid to Contact tracers, Case Investigators and Supervisors (paid for hours worked and includes administrative fees):
    - i. Contact Tracers - \$29.50 hourly bill rate
    - ii. Case Investigator - \$43.25 hourly bill rate
    - iii. Supervisor - \$57.50 hourly bill rate
  - d. Invoices for **contact tracing staff wages** must include copies of the signed timesheets for each paid Contact Tracer, Case Investigator, and Supervisor included in the invoice, and a report detailing the following:
    - i. Names of paid Contact Tracers, hours and dates worked.



- ii. Names of paid Case Investigators, hours and dates worked.
  - iii. Names of paid Supervisor, hours and dates worked.
  - e. **Monthly Management Fee:** The monthly fee for support of quality assurance; management infrastructure; performance management of contact tracing effort; forecasting and scheduling of Contact Tracers, Case Investigators, and Supervisors; training, and coaching and mentoring for Contact Tracers, Case Investigators and Supervisors shall be paid monthly upon receipt of the following:
    - i. Attendance logs of weekly meetings with DPH project staff along with meeting minutes.
    - ii. A copy of implementation status of project plan along with corrective action plan for any areas not meeting deadline/benchmarks once per month.
    - iii. A monthly report of contractor staff utilized to complete deliverables under this contract including names, titles, dates and hours worked.
    - iv. Attendance logs for weekly meeting on Contact Tracing system upgrade needs and improvements along with meeting minutes for the prior month.
    - v. A weekly report of quality checks performed on all contact tracers at regular intervals to confirm adherence to the standard operating procedures, effective customer service and timely performance of activities for the prior month.
    - vi. A copy of corrective action plans for all underperforming paid and Department provided volunteer contact tracing staff (Contact Tracers, Case Investigators and Supervisors) for the prior month.
    - vii. Participant rosters, copies of staff training curriculum and evaluations from trainings delivered in the prior month.
    - viii. A copy of updated staff level dashboards reflecting performance for the prior month.
    - ix. Report of monthly, weekly and daily call, transaction, minute consumption for the prior month.
    - x. A report providing a call pattern forecast for the following month.
    - xi. A copy of the following month's schedule for all paid staff (e.g. Contact Tracers, Case Investigators, and Supervisors).
    - xii. Copies of all updated end user job aids including but not limited to scripts and FAQ sheets.
  - f. The maximum monthly **Management Fee** for support of the activities listed in the subsection 4(e), above, shall be:
    - i. \$526,000 per month for workforce of up to 350 volunteers and/or paid staff.
    - ii. \$607,000 per month for workforce of 350-700 volunteers and/or paid staff.
6. The Contractor shall be compensated for its services based upon work performed, documented, and accepted by the Department. The State is exempt from any sales,

use or other tax or assessment imposed under any applicable service, supply or product Invoice. The Department will pay Contractor all invoiced amounts within 30 days of receipt of invoice (other than Disputed Amounts). For any Disputed Amounts, the Department will provide a written notification including the basis for the non-payment (including reasons for the Department's failure to approve any or all of the charges on an invoice and all supporting documentation) and the Department and Contractor will work together to resolve any discrepancies within 15 days of the Department's notification. If the parties fail to resolve the dispute within 60 days from the invoice date, Contractor may suspend the Services relating directly to the disputed fees. Any undisputed charges shall remain due and owing as of the due date, regardless if a portion of the invoice includes disputed (including unapproved) charges. Failure to pay all charges will due will entitle the Contractor to suspend the services relating to all unpaid charges.

7. The Department shall notify the Contractor in writing if the Contractor's deliverables, invoices or reports are not approved, clearly stating the reason(s) the approval is being withheld and specifying what the Contractor must provide, consistent with the terms of this Contract, to obtain payment.
8. **Reimbursement:** If any payment under this Contract includes reimbursement of direct expenses, such payments made by the Department shall be processed only upon receipt and approval by the Department of invoices and related documentation, as required and requested by the Department under this Contract.
9. **Payment Reduction:** In addition to applicable provisions of this Contract, the Department reserves the right to reduce payments and withhold funding for any program or site in a Contract for which the Contractor:
  - a. has not submitted or completed required deliverables,
  - b. has not submitted required reports or audits,
  - c. has submitted reports that have not received Department approval, or
  - d. has submitted reports that do not support the need for full payment.

The Department shall give the Contractor written notice of any payments that are reduced or withheld under this provision.

10. **Refund:**

The Contractor shall be liable for any Department program or financial audit exceptions and shall return to the Department those payments which have been disallowed upon completion of such audit by the Department or as provided under the provisions of this Contract, within the time specified by the Department in the written notice the Department shall provide to the Contractor regarding such refund.

11. This section shall survive any Termination of the Contract or the Expiration of its term.

- I. Based on 2 CFR Chapter I, Chapter II, Part 200 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), issued by the U.S. Office of Management and Budget (OMB), A **Contractor** is a non-federal entity that receives a contract for the purpose of providing goods and services for the awarding non-federal entity's own use. The contract creates a procurement relationship with the contractor. The Uniform Guidance replaced the term "Vendor" with "Contractor." (See 2 CFR 200.22 & .330 (b) of the Uniform Guidance). 200.330 b.5 stipulates that a Contractor is not subject to compliance requirement of the Federal program if the scope of the agreement is per the recipient's terms and not federal program guidance, and if the recipient's oversight is governed only by the contract terms and conditions.

The Contractor, AMN Healthcare, Inc., and its Contractor Parties are a “Contractor” or “Vendor” and is not subject to compliance requirements of the federal grant program i.e. requirements to provide any of its cost or expenditure information. However, the Contractor, AMN Healthcare shall comply with the provisions of the **terms and conditions** of the contract with the CT Department of Public Health (DPH) to ensure procurement, receipt, and payment for contracted services comply with both state and federal laws and regulations.

**J. Travel:** For travel, meal and similar expenses allowed by this Contract, the Contractor shall comply with the provisions of Travel Reimbursement Policy for the State of Connecticut, as such policy may be updated or amended periodically, and as found in the following references:

1. <http://portal.ct.gov/DAS/Business-Office/Employee-Travel-Information>, and
2. <http://www.osc.ct.gov/manuals/TravelProc/TravReimbFeb2017.xls>

If the Contractor does not have access to the Internet for the purpose of accessing this information, the Department shall provide hard copies of such documents to the Contractor upon request.

**K. Statutory and Regulatory Compliance:** The Contractor shall comply with all pertinent provisions of local, state, and federal laws and regulations applicable to the Contractor’s program including client consents and access to client data and Department technology.

**L. 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 or 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.

**M. Contract Reduction:** The Department reserves the right to reduce the contracted amount of compensation at any time in the event that: (1) the Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld; or (2) federal funding reductions result in reallocation of funds within the Department.

The Contractor and the Department agree to negotiate on the implementation of the reduction within thirty (30) days of Contractor's receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within 30 calendar days of such formal notification and a contract amendment has not been executed, either of the Department or Contractor may terminate the Contract effective at least sixty (60) days from receipt of such formal notification, or such earlier period during which the available funds will not cover the obligations of the Contractor if it performs the services. The Department will formally notify the Contractor of the termination date.

**N. Americans with Disabilities Act of 1990:** This clause applies to those contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USCS §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the Contract, 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 will hold the state harmless from any liability that may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act.

Where applicable, the Contractor agrees to abide by the provisions of section 504 of the federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

**O. Contract Revisions and Amendments:**

1. 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.
2. No amendment may be made to a lapsed contract.
3. The Agency may amend this Contract to reduce the contracted amount of compensation if:
  - a. 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
  - b. federal funding reduction results in reallocation of funds within the Agency.
4. 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 Contractor or 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.

**P. Contractor Changes and Assignment:**

1. The Contractor shall notify the Department in writing:
  - a. 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;
  - b. no later than ten (10) days from the effective date of any change in:
    - i. its certificate of incorporation or other organizational document;
    - ii. more than a controlling interest in the ownership of the Contractor; or
    - iii. the individual(s) in charge of the performance.
2. No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Department, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Department'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 Department in accordance with the terms of the Department's written request. The Department 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.

3. **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.
- a. The Contractor shall comply with requests for documentation deemed to be appropriate by the Department in considering whether to consent to such assignment.
  - b. The Department shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.
  - c. The Department may void any assignment made without the Department'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 Department for a Breach shall be without prejudice to the Department's or the State's rights or possible claims against the Contractor.

Q. **Effective Date:** This Contract shall become effective only as of the date of signature by the Department's authorized official(s) and, where applicable, the date of approval by the Attorney General. Upon such execution, this Contract shall be deemed effective for the entire term specified above. This Contract may be amended pursuant to the Contracts Revisions and Amendments provision herein.

R. **Cancellation and Recoupment:** This Agreement shall remain in full force and effect for the entire term of the Contract period, unless either party provides written notice ninety (90) days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered or rendered during the period between Notice and the termination date, so long as the services were rendered in compliance with the Contract during the term of the Contract.

1. The Department may immediately terminate the Contract in whole or in part:
  - a. whenever the Department makes a determination that such termination is in the best interest of the State;
  - b. 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; or
  - c. in the event the health or welfare of any service recipients is endangered, and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients.
2. The Department reserves the right to cancel the Contract without prior notice when the funding for the Contract is no longer available.
3. The Department shall notify the Contractor in writing of such Contract Termination, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Upon receiving the Notice from the Department, the Contractor shall discontinue its performance of this Contract in accordance with the Notice and the terms of this Contract, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Department all records as identified in "Record Keeping and Access", unless otherwise instructed by the Department in writing, and take all actions that are necessary or appropriate, or that the Department may reasonably direct, for the protection of Clients

and preservation of any and all property. Except for records of recruitment and employment of staff and recruitment of Department provided volunteers by Contractor, which are and shall remain the property of Contractor, identified records are deemed to be the property of the Department and the Contractor shall deliver them to the Department no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Department for the specified records, whichever is less. Notwithstanding this provision, during the term of this contract and for a period of seven (7) years thereafter, the Contractor shall supply records of recruitment and employment of staff and engagement of volunteers by Contractor to the Department upon request.

4. Resolution of any dispute concerning cancellation of the Contract shall be decided by the Department 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 Department Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.
5. The Department reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the Contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of program(s) under this Contract shall not be subject to recoupment. The Contractor agrees to return to the Department 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 Department may recoup said funds from any future payments owing under this Contract or any other contract between the state and the Contractor.

**S. Prohibited Interest:** The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

**T. Record Keeping and Access:** The Contractor shall maintain books, records, documents, program and individual service records and evidence of its accounting and billing procedures and practices, which sufficiently and properly reflect accountability, transparency, and adherence to results based outcomes in addition to accounting for all direct and indirect costs of any nature incurred in the performance of this Contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, federal agencies. The Contractor shall retain all such records concerning this Contract for a period of three (3) years after the completion and submission to the state of the Contractor's annual financial audit.

**U. Indemnification:**

1. The Contractor shall indemnify, defend and hold harmless the state of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (a) Claims arising directly or indirectly, in connection with the Contract to the extent arising from the negligent or willful acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and (b) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, to the extent 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 indemnification and hold harmless obligations under this Contract. 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 propriety rights of any person or entity, copyrighted or un-copyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used by Contractor or the Contractor Parties 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; and the Department acknowledges that Contractor is not providing or using Goods as part of the services under this Contract.

2. Notwithstanding the forgoing section, 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.
3. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from (a) any liability solely from the negligence of the State or of any other person or entity acting under the direct control or supervision of the State; or (b) in the case of breach of confidential information, any Claims arising from the acts or omissions of any contractor or vendor, except Contractor, with which the State has contracted for data-related services; or (c) any Claims for personal injury, death, or disability arising from or relating to COVID-19.
4. In addition to the other provisions of this indemnification section, neither Contractor nor the State shall be liable to one another (or their related parties) for special, punitive, indirect, or incidental damages arising from any cause under this Contract.
5. 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 (a) a certificate of insurance. (b) the declaration page and (c) 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) document to the Client Agency. Contractor shall provide and 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.
6. The aggregate liability under this Contract of Contractor shall be the greater of (a) \$10 million; or (b) two times the amounts paid by the Department to Contractor under this Contract during the 12 months immediately preceding the date on which the Claim arose.

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

**V. Litigation:** The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this Contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this Contract, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the Contract.

The Contractor shall provide written notice to the Department 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, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

**W. Program Cancellation:** Where applicable, the cancellation or termination of any individual program or services under this Contract will not, in and of itself, in any way affect the status of any other program or service in effect under this Contract.

**X. Utilization of Minority Business Enterprises:** It is the policy of the State that minority business enterprises should have the maximum opportunity to participate in the performance of government contracts. The Contractor agrees to use best efforts consistent with 45 C.F.R. 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and C.G.S. §§ 13a-95a, 4a-60, to 4a-62, 4b-95(b), and 32-9e to carry out this policy in the award of any subcontracts.

**Y. Independent Capacity of Contractor:** The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor will act in an independent capacity and not as officers or employees of the State of Connecticut or the Department.

**Z. Lobbying:** The Contractor agrees to abide by state and federal lobbying laws, and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.

**AA. Expenditures/Budget:** The Contractor agrees to expend funds in accordance with the included budget and any expenditures that exceed a budget line item by more than 20% must be approved in writing by the Department.

**BB. Surplus or Excess Payments:** The Contractor shall, at the end of the Contract period, remit to the Department in full any advanced funds in excess of the allowable costs. The Contractor shall be liable for any Department program or financial audit exceptions and shall return to the Department those payments which have been disallowed upon completion of the audit by the Department or as provided by the terms and conditions of this Contract.

**CC. Delinquent Reports:** The Contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the Contractor and an opportunity for a meeting with a Department representative, the Department reserves the right to withhold payments for services performed under this Contract if the Department has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with the Department.

**DD. Unspent Funds:** The Contractor shall refund any unexpended funds from each year of the Contract and shall not carry such funds forward into subsequent years.



**EE. Audit Requirements:** The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor shall comply with federal and state single audit standards as applicable.

**FF. 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 or shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:

1. its most recent IRS Form 990 submitted to the Internal Revenue Service, and
2. 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.

**GG. Default by the Contractor:**

1. If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this Contract, the Department may:
  - a. withhold payments until the default is resolved to the satisfaction of the Department;
  - b. temporarily or permanently discontinue services under the Contract;
  - c. assign appropriate state personnel to execute the Contract until such time as the contractual defaults have been corrected to the satisfaction of the Department;
  - d. require that contract funding be used to enter into a sub-contract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance;
  - e. terminate this Contract;
  - f. 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; and
  - g. any combination of the above actions.
2. In addition to the rights and remedies granted to the Department by this Contract, the Department 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.
3. Prior to invoking any of the remedies for default specified in this paragraph, except if the Department deems that the health or welfare of service recipients is endangered, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this Contract and proposed remedies. Within five (5) business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the Commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's

notice of default and to present a plan of correction with applicable time frames. Within five (5) business days of such meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the Commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the Commissioner shall be considered final.

4. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.

**HH. Non-enforcement not to Constitute Waiver:** The failure of either party to insist upon strict performance of any terms or conditions of this Agreement shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.

**II. Subcontracts:** Approval must be obtained from the Department prior to entering into subcontracts for services described in this Contract. The subcontractor's identity, services to be rendered and costs shall be detailed in the Budget Detail of this Contract. No subcontractor may be used or expense under this Contract incurred prior to identification of the subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly provided in this Contract. No subcontractor shall acquire any direct right of payment from the Department by virtue of the provisions of this paragraph or any other paragraph of this Contract. The use of subcontractors, as defined in this clause, shall not relieve the Contractor of any responsibility or liability under this Contract. Subject to Contractor's redaction of trade secrets and competitive cost information at the request of a Contractor Party, the Contractor shall make available copies of all subcontracts to the Department upon request. All subcontracts issued using funds from this Contract shall include provisions requiring such subcontractors to comply fully with all applicable terms and conditions of this original Contract. The Contractor shall be responsible for monitoring the fiscal and programmatic activities of any subcontractor. Reports of subcontractor activities and expenditures must be submitted in the format and at the times required by the Department.

**JJ. Audit and Inspection of Plant, Places of Business and Records:**

1. 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 Contractors' 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.
2. 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 not otherwise delivered to or maintained by the State available at all reasonable hours for audit and inspection by the State, as permitted by applicable laws, rules, and regulations.
3. 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.
4. The Contractor shall pay for all costs and expenses of any audit and inspection which reveals information that, in the reasonable, good faith sole determination of the State,

is sufficient to constitute a breach by the Contractor under this Contract. The Contractor shall remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor.

5. 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.
6. 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.
7. The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

**KK. Federal Block Grant Funding:** If federal block grant funding is appropriated to this Contract, the Department assumes no liability for payment unless the terms of this Contract are in accordance with a legislatively approved block grant plan, as provided by Connecticut General Statutes 4-28b.

**LL.** This Agreement includes Federal Financial Assistance that is subject to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

**MM. Confidential Information:**

**1. Definitions:**

- a. **"Confidential 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 that the Department 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.
- b. **"Confidential 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: (i) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (ii) 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; (iii)

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 (iv) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or the State.

**2. 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, as stored or maintained by Contractor, in a commercially reasonable manner in accordance with current industry standards.
- b. Each Contractor or Contractor Party shall implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
  - i. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - ii. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - iii. A process for reviewing their policies and security measures at least annually;
  - iv. Creating or complying with the State's secure access controls to Confidential Information, including but not limited to passwords; and
  - v. Encrypting or complying with the State's encryption of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to 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 Department, any State of Connecticut entity or any affected individuals.

- d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act (HIPAA) or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

**NN. Credits and Rights in Data:**

1. Unless expressly waived in writing by the Department, all documents, reports, and other publications 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 Department 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 the Department, unless the Department or its agents co-authored said publication and said release is done with the prior written approval of the Commissioner of the Department. Any publication shall contain the following statement: "This publication does not express the views of the Department or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this Contract, unless expressly authorized in writing by the Department. The Department shall have the right to publish, duplicate, use and disclose results of the use of the Data specific to the State all such data in any manner, and may authorize others to do so. The Department may copyright any results specific to the State (and materials containing such results) data without prior notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Department of such data.
2. "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, surveys, evaluation tools, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, promotional materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, pilot tests, teaching modules, PowerPoint presentations, digital and electronic materials, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder. "Data" shall not include the Contractor's pre-existing and/or proprietary knowledge and any manner or method, including analytics and predictive analytics, underlying such materials or used by the Contractor to prepare such materials for the Department.

**OO. Facility Standards and Licensing Compliance:** The Contractor will comply with all 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.

**PP. Transition after Termination or Expiration of Contract:**

1. 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 Department 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.
2. If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Department 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 Department 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 Department specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Department no later than sixty (60) days from the date that the Contractor receives Notice.

**QQ. Safeguarding Client Information:** The Department and the Contractor agree to safeguard the use, publication and disclosure of information on all applicants for and all clients who receive service under this Contract with all applicable federal and state law concerning confidentiality. The Department shall be responsible for creating and directing the manner of obtaining any client and all other individuals' consent for the collection and publication of information relating to this Contract, if required by any applicable law, rule, or regulation.

**RR. 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 for the State); and C.G.S. § 17a-412 (relative to elderly persons).

**SS. Suspension or Debarment:** Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:

1. Has not within a three year period preceding the agreement been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in performing a public transaction or contract (local, state or federal) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
2. Is not presently indicted for or otherwise criminally or civil charged by a governmental entity with commission of any of the above offenses.
3. Has not within a three year period preceding this Agreement had one or more public transactions terminated for cause or fault.

Any change in the above status shall be immediately reported to the Department.

**TT. Choice of Law and Choice of Forum, Settlement of Disputes, Office of the Claims Commissioner:**

1. **Choice of Law and Choice of Forum:** The Contractor agrees to be bound by the laws of the State of Connecticut and the federal government where applicable, and agrees that this Contract shall be construed and interpreted in accordance with Connecticut law and Federal law where applicable.
2. **Settlement of Disputes:** Any dispute concerning the interpretation or application of this Contract shall be decided by the Commissioner of the Department 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 Commissioner pursuant to this provision, 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 Department shall proceed diligently with the performance of the Contract.
3. **Office of the Claims Commissioner:** 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 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.

**UU. Health Insurance Portability and Accountability Act of 1996 (“HIPAA”):** Notwithstanding the language in subsection 3 of this Contract Section, 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 at least 30 days' prior written notice from the Agency that the Agency is a Covered Entity.

1. If the Contractor is a Business Associate under the requirements of the 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.
2. 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
3. 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
4. The Contractor is a “business associate” of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
5. 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”).
6. **Definitions:**

- a. **“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.
  - b. **“Business Associate”** shall mean the Contractor.
  - c. **“Covered Entity”** shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
  - d. **“Designated Record Set”** shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
  - e. **“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)).
  - f. **“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).
  - g. **“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.
  - h. **“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.
  - i. **“Required by Law”** shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
  - j. **“Secretary”** shall mean the Secretary of the Department of Health and Human Services or his designee.
  - k. **“More stringent”** shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
  - l. **“This Section of the Contract”** refers to the HIPAA Provisions stated herein, in their entirety.
  - m. **“Security Incident”** shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
  - n. **“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.
  - o. **“Unsecured protected health information”** shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.
7. **Obligations and Activities of Business Associates:**
- a. 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.
  - b. 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.
  - c. 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.
- d. 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.
  - e. 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.
  - f. 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.
  - g. 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.
  - h. 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.
  - i. 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.
  - j. 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.
  - k. Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (7)(j) 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.

- I. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- m. 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.
- n. In the event that an Individual requests that the Business Associate:
  - i. restrict disclosures of PHI;
  - ii. provide an accounting of disclosures of the Individual's PHI;
  - iii. provide a copy of the Individual's PHI in an electronic health record; or
  - iv. 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.
- o. 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:
  - i. the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
  - ii. 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.
- p. Obligations in the Event of a Breach.
  - i. 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.
  - ii. 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.
  - iii. 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.
- iv. 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 (7)(p)(iii) 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.
  - v. If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
  - vi. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of such 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.
  - vii. 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.
- 8. Permitted Uses and Disclosure by Business Associate:**

- a. **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.
  - b. **Specific Use and Disclosure Provisions:**
    - i. 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.
    - ii. 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.
    - iii. 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).
9. **Obligations of Covered Entity:**
- a. 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.
  - b. 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.
  - c. 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.
10. **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.
11. **Term and Termination:**
- a. **Term:** The Term of this Section of the Contract shall be effective as of the later of the date the Contract is effective or, if the Agency is not a Covered Entity under HIPAA as of the Effective Date, 30 days after the Department notifies the Contractor in writing that the terms of this Section will become effective and shall terminate when the information collected in accordance with subsection (7)(j) 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.

- b. Termination for Cause:** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- i. 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
  - ii. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
  - iii. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- c. Effect of Termination:**
- i. Except as provided in subsection (11)(b) 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 subsection (7)(j) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This subsection 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.
  - ii. 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.

**12. Miscellaneous Sections:**

- a. **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.
- b. **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.

- c. **Survival:** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- d. **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.
- e. **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.
- f. **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.
- g. **Indemnification: Subject to the terms and limitations under Section S Indemnification,** the Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all third party claims except claims arising from the federal government, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed against the State 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.

**WV. 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". See Form reproduced below.

**WW. Whistleblowing:** This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance

of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

**XX. EXCUSE; EQUITABLE ADJUSTMENT**

Neither Party will be liable for any delays or failures to perform due to causes beyond that Party's reasonable control (including but not limited to a force majeure event). Without limiting the foregoing, to the extent State fails to perform any of its responsibilities described in the Agreement, Contractor shall be excused from failure to perform any affected obligations under the Agreement and, in the event of delay (whether due to the State or a third party), Contractor shall be entitled to an equitable adjustment in schedule, fees and/or price, accounting for the particular circumstances of any delay event in accordance with the applicable change control procedures. Each Party will notify the other as promptly as practicable after becoming aware of the occurrence of any such condition.

**YY. WARRANTY**

Contractor warrants that its Services will be performed in a good and workmanlike manner, in accordance with the Agreement, and that Deliverables will materially comply with their applicable specifications. Contractor will re-perform any work not materially in compliance with this warranty which is brought to its attention within 30 days after that the work has been performed. In addition, each Party warrants that upon its execution, this MSA or any SOW will not materially violate any term or condition of any agreement that such Party has with any third-party and that the officers executing this MSA or a SOW are authorized to bind such Party to the terms and conditions hereof. The preceding are the only warranties and over-ride all other warranties, conditions and representations, express or implied, including fitness for purpose, merchantability, non-infringement. The State recognizes that Contractor is not the manufacturer or provider of third-party software products licensed by the State and used in conjunction with the Services. Contractor's responsibility for defects or issues arising from such products shall be limited to assisting the state with identifying potential warranty claims under the State's agreements with the applicable software provider.

**ZZ. Approved Budget:**

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**BUDGET PERIOD: 7/27/2020 to 7/27/2021**  
**Budget Summary**

<b>Recruitment/Placement Fee</b>	<b>From</b>	<b>To</b>	<b>Net Staff Recruited</b>	<b># of Month</b>	<b>Unit Price</b>	<b>Amount</b>
For the first 350 paid staff recruited - \$1900/recruit	0	350	350	N/A	\$1,900.00	\$665,000
For the first 350 volunteer staff recruited - \$950/recruit	0	350	350	N/A	\$950.00	\$332,500
For the 351 <sup>st</sup> through the 700 <sup>th</sup> paid staff recruited - \$1600/recruit	350	420	70	N/A	\$1,600.00	\$112,000
For the 351 <sup>st</sup> through the 700 <sup>th</sup> volunteer staff recruited - \$800/recruit	350	1000	650	N/A	\$800.00	\$520,000
<b>Sub Total</b>			<b>1420</b>			<b>\$1,629,500</b>
<b>Monthly Fee for Administration</b>	<b>From</b>	<b>To</b>	<b>Net Staff Recruited</b>	<b># of Month</b>	<b>Unit Price</b>	<b>Amount</b>
Workforce of up to 350 volunteers and/or paid staff	1	350	350	12	\$526,000.00	
Workforce of 351-700 volunteers and/or paid staff	350	700	500	12	\$607,000.00	\$7,284,000
<b>Sub Total</b>						<b>\$7,284,000</b>
<b>Hourly wage paid to Contact Tracer Staff</b>	<b>From</b>	<b>To</b>	<b># of Hours</b>	<b># of Month</b>	<b>Rate</b>	<b>Amount</b>
Contact Tracers		293	1040	12	\$29.50	\$8,989,240
Case Investigators		32	2080	12	\$43.25	\$2,878,720
Supervisors		25	2080	12	\$57.50	\$2,990,000
<b>Sub Total</b>		<b>350</b>				<b>\$14,857,960</b>
<b>Total Contract Value</b>						<b>\$23,771,460</b>





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

This notice is provided under the authority of Connecticut General Statutes §9-612 (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.

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



## DEFINITIONS

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

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

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

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

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

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

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

“Solicit” means (A) requesting that a contribution be made, (B) participating in any 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 by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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

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

