



The Supported Living Group

Intro

The Supported Living Group is an organization dedicated to the rehabilitation, restoration, and renew

Page · Home Health Care Service

113 School Street, Danielson, CT, United States, Connecticut

(860) 774-3400

Cbrisson@slg-ct.com

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The Supported Living Group

March 31 ·

The artists associated with SLG's vocational art program are thankful for the ongoing support that they have received from Connecticut Community Care in showcasing their work across their cooperate offices!

Thank you Ron Sturm, Amanda Gaipa, Sherry Ostrout, Michelle Moquin, Debbie Farslow and Karen Green for helping to make the collaboration happen! Interested in viewing the pieces for purchase? Email communications@ctcommunitycare.org

#ABI #TBI #Artist #CTBraininjury #Vocrehab #CTABI #CTTBI #DisabilityArt #ART



Connecticut Community Care

March 28 ·

We have the honor of displaying and admiring artwork on loan from a talented group of artists, participating in the vocational art program through [The Supported...](#) [See more](#)

Carol DeJesus and others

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The Supported Living Group

March 15 ·


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The Supported Living Group

January 7 ·

The Supported Living Group (SLG) is thrilled to announce a newly established link with Connecticut Community Care (CCC) <https://www.facebook.com/ctcommunitycare> which will work to promote art pieces produced by brain injury survivors!

The link established will enable art pieces created in SLG's ABI Waiver associated supported employment programs to be displayed at CCC offices throughout Connecticut. It is hoped, that this link will provide greater levels of exposure for SLG's talented artists from the brain injury community and open dialogue around the complex recovery process that they have faced.

To learn more about SLG's array of specialized brain injury support services contact us today at: 860-774-3400.

#braininjury #braininjurysurvivor #braininjuryawareness #braininjuryrecovery #ctbraininjury #artist #artwork #artrehab #vocrehab #CCCI #community



Kerri Lynn Foster and others



Michelle Brisman, Ph.D.

Director of Clinical Services

Dr. Michelle Brisman comes to us with a B.A. from Binghamton University and a Doctorate of Philosophy from Yeshiva University. She began her formal career as a clinical neuropsychologist at the United Cerebral Palsy Association in NY before undertaking her internship at the Kessler Institute for Rehabilitation in NJ, where she specialized in cognitive rehabilitation of various medical and neurologically compromised populations — a specialization she continued to pursue when she was offered the position of Director of Medical Rehabilitation Services at the Capital Region/Eastern Connecticut Easter Seals in 2001, working closely with neurologically affected groups, such as those with TBI/ABI, stroke, Multiple Sclerosis, seizure disorders, and brain tumors.



A.B.I. Resources LLC

39 Kings Highway, Suite C

Gales Ferry CT, 06335

Phone: (860) 942-0365

Fax: (860) 465-9591

<https://www.CTbrainINJURY.com>

To.

Connecticut Department of Social Services, DSS Legal. Formal FOIA request.

In reference to what may appear to be ABI Waiver program discriminatory and biased practices, challenges, and concerns. Additionally, these concerns also relate to the MFP program.

Appendix D: Participant-Centered Planning and Service Delivery

D-1: Service Plan Development (6 of 8)

f. Informed Choice of Providers. Describe how participants are assisted in obtaining information about and selecting from among qualified providers of the waiver services in the service plan.

Case managers share with waiver consumers the provider listing, which is developed by a DSS contracted fiduciary. This listing identifies providers by service type and geographic coverage area who meet the qualifications as set forth by DSS to service waiver participants. The case managers facilitate opportunities for participants to speak with and/or interview prospective providers prior to selection. Program participants are able to contact the fiscal intermediary to get an updated and customized listing of the provider directory. For household employees, a background check is conducted by the fiscal intermediary and the results are shared with the consumer to aid in their selection.

The DSS contracted fiduciary listing may appear to be discriminatory to the disabled ABI Waiver population it serves and Medicaid providers:

- The listing is not accessible or viewable to the public.
- Locked and only accessible via an email address verification process, username and created password for consumers of the ABI Waiver Program.
- Much of the disabled ABI Waiver Program population cannot afford internet and the equipment needed to access the internet to navigate their listing.
- Much of the disabled ABI population are unable navigate and understand internet-based communication processes.
- The majority of the disabled ABI Waiver population live with communication, and memory challenges. Calling the DSS contracted fiduciary, waiting on hold, leaving voicemail requests for call backs or to request the listing be mailed to their home address is a very complicated process for most.
- Case Managers are providing verbal recommendations to ABI Waiver and MFP consumers of providers that they believe would be a good fit for the consumer without providing the complete DSS



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contracted fiduciary listing. This action is not ethical and biased as disabled ABI waiver consumers are not being afforded their complete options and possibly bias selection of providers that may provide a more beneficial Case Management relationship. ABI Waiver and MFP consumers may appear to be not completely informed and misled during the decision-making process and may be left completely out of the selection process. This may appear to be discriminating and misleading to consumers with disabilities and not providing them the same civil rights into their person-centered program decision process. An example of this would be a verbal phone conversation promoting a specific provider, leading or steering a client to meet with or arranging referral before a consumer is completely informed or provided their complete options by a Case Management selected provider.

- It may appear that DSS, Case Management providers and the contracted fiduciary listing provider are aware of these discriminatory processes and practices.
- How does DSS ensure the disabled population is not being discriminated against and provide the procedural validation system used to ensure civil rights are completely adhered to?
- Additionally, it may appear that the DSS contracted fiduciary listing is discriminatory and biased to intentionally confuse the disabled ABI Waiver consumer in this way as well. Below are the first 2 webpages of many, that DSS'S contracted fiduciary is listing, note that agency providers are listed biasedly and misleadingly, listing the same providers in duplicate, triplicate and more.

Juniper Homecare LLC	(860) 529-1818	West Hartford
Juniper Homecare LLC	(860) 529-1818	West Hartford
Absolute Independence LLC	(860) 347-3092	me@honesty288@gmail.com
The Supported Living Group LLC	(950) 774-3400	kbrierson@slg-ct.com
The Supported Living Group LLC	(950) 774-3400	kbrierson@slg-ct.com
The Supported Living Group LLC	(950) 774-3400	kbrierson@slg-ct.com
Handz-On Inc.	(860) 560-7700	myra@handzon.org
Handz-On Inc.	(860) 560-7700	myra@handzon.org
Handz-On Inc.	(860) 560-7700	myra@handzon.org
Change A Life Time Companies Inc	203-526-2496	changealifetime@yahoo.com
Change A Life Time Companies Inc	203-526-2496	changealifetime@yahoo.com
Change A Life Time Companies Inc	203-526-2496	changealifetime@yahoo.com
Lifeline Nursing LLC	(203) 691-6243	info@lifenursing.net
Lifeline Nursing LLC	(203) 691-6243	info@lifenursing.net
Change Inc.	(860) 346-0771	dylibe@changenonline.org
Change Inc.	(860) 346-0771	dylibe@changenonline.org
Change Inc.	(860) 346-0771	dylibe@changenonline.org
Home Healthcare Companions LLC	(860) 808-7670	enjoyee.commer@gmail.com
Simple Home Care Solutions LLC	(860) 944-2770	nancyhackberth@att.net
Simple Home Care Solutions LLC	(860) 944-2770	nancyhackberth@att.net
A & B Homecare Solutions LLC dba Northwest Home Care LLC	(203) 495-1900	janoszo@carefinders.org
A & B Homecare Solutions LLC dba Northwest Home Care LLC	(203) 495-1900	janoszo@carefinders.org
A & B Homecare Solutions LLC dba Northwest Home Care LLC	(203) 495-1900	janoszo@carefinders.org
A & B Homecare Solutions LLC dba Northwest Home Care LLC	(203) 495-1900	janoszo@carefinders.org

- Note ABI Resources is listed once.

Positive Outlooks			sherry@mccowan@positiveoutlooka.com	Waterbury
Positive Outlooks			sherry@mccowan@positiveoutlooka.com	Waterbury
ABI Resources LLC		(860) 942-0365	ABI@CTBRAININJURY.COM	Gales Ferry
24/7 Harmony Home Care Services LLC		(860) 646-4193	asumadq@247hcare.com	Manchester
24/7 Harmony Home Care Services LLC		(860) 646-4193	asumadq@247hcare.com	Manchester
Helping Others to Succeed Inc		(577) 695-6516	ahewman@hotosabi.com	Newington
Helping Others to Succeed Inc		(577) 695-6516	ahewman@hotosabi.com	Newington
Helping Others to Succeed Inc		(577) 695-6516	ahewman@hotosabi.com	Newington
Prestige Companion & Homemakers LLC		(203) 262-0046	Prestigehcare@gmail.com	Southbury
Prestige Companion & Homemakers LLC		(203) 262-0046	Prestigehcare@gmail.com	Southbury
CareGivers Connecticut LLC		(860) 436-2779	mmanes@caregivershpc.com	Manchester
CareGivers Connecticut LLC		(860) 436-2779	mmanes@caregivershpc.com	Manchester
CareGivers Connecticut LLC		(860) 436-2779	mmanes@caregivershpc.com	Manchester
Second Chance Home Care LLC		860-263-6289	info@secondchancehomecare.com	East Hartford
Advanced Cognitive Development LLC		(860) 478-1910	crystal_ardais@outlook.com	Mansfield Center
Angel Touch Care LLC		(860) 461-7123	odak@edglobal.net	West Hartford
Angel Touch Care LLC		(860) 461-7123	odak@edglobal.net	West Hartford
Angel Touch Care LLC		(860) 461-7123	odak@edglobal.net	West Hartford
Liberty Homecare Options LLC		(860) 357-4112	syvia@libertyhpc.com	New Britain
Liberty Homecare Options LLC		(860) 357-4112	syvia@libertyhpc.com	New Britain
Liberty Homecare Options LLC		(860) 357-4112	syvia@libertyhpc.com	New Britain
A&D Home Health Solutions Inc		(860) 667-2275	dshier@adhomehealthsolutions.com	Newington
A.L.L. Homemakers and Companions		(860) 507-6796	al216@att.net	Farmington
A.L.L. Homemakers and Companions		(860) 507-6796	al216@att.net	Farmington

- Note that disabled ABI Waiver consumers may have significant challenges with understanding the list of provider types.

ABI RESOURCES LLC

“Creating Opportunities for People”

[Home](#) [Directory](#)

Directory Report Criteria

Welcome to the Online Provider Directory. Here you can search for providers based on provider type, services provided, towns serviced, and languages spoken. By selecting the **Directory** button, you will be provided with detailed information for the providers that match your search criteria. By selecting the **List** button, you will be provided with a [call list](#) for providers that match your search criteria.

Program:

Provider Types:
Click to Select Provider Types

Agency

Private-Household

Private-SE & H

Private-Self-Emp.

Click to Select Towns

Regions:
Click to Select Regions

Services:
Click to Select Services

☐ All ☒ Any [Reset](#)

[Directory](#) [List](#)

[Home](#) [About Us](#) [Programs & Services](#) [Customer Service](#) [Quality Service](#) [Provider Information](#) [Contact Us](#)

Page Size

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[Home](#) [Log Out](#)

- Note the services do not list the services that the disabled ABI Waiver consumers understand and are familiar with such as Companion, ILST, homemaker RA and more. This may appear to be misleading and confusing.

The screenshot shows the 'Directory Report Criteria' page of the ABI Resources LLC website. The page has a blue header with the tagline 'Creating Opportunities for People'. Below the header, there are tabs for 'Portal' and 'Directory'. The main content area is titled 'Directory Report Criteria' and includes a welcome message and search instructions. Search filters include a 'Program' dropdown set to 'ABI', 'Provider Types', 'Regions', 'Services' (with 'Assistive Technology' and 'Environmental Accessibility Adapt' selected), 'Towns', and 'Additional Languages'. At the bottom of the search section are 'Directory' and 'List' buttons. The footer contains a navigation menu, a 'Font Size' adjuster, and a copyright notice for 2022.

- CBT and or Behaviorist services are not listed on the DSS contracted fiduciary listing. This creates many questionable and concerning challenges that may promote a discriminatory and/or bias decision-making process. Case Managers are not providing the disabled ABI Waiver program listing to choose from and may be selecting, making proactive referrals, and promoting behaviorists that benefit Case management relationships more than the Disabled ABI Waiver consumer. This may appear to be a discriminatory and bias practice.

ABI Resources is formally requesting a Department of Social Services internal investigation of these practices and concerns as well as a FOIA request for the policies and practices of protecting the civil rights of the disabled under the ABI Waiver program guidelines.

Best regards,
 David Medeiros CBIS
 David Medeiros CBIS
 Brain Injury Survivor and
 Founder of
 ABI Resources, LLC



ABI Resources LLC 39 Kings Highway Suite C, Gales Ferry, CT, 06335
 www.CTbrainINJURY.com 860 942-0365

PH

Patricia Hinrichs

To: LAURA CLARK; HENRY C WINIARSKI JR ATTY (henrywiniarski@comcast.net); ABI RESOURCES L.L.C. CTbrainINJURY.com 860 942-0365
Cc: Guerreiro, John; Kyer, Danielle; Samantha Scott

Mon 10/10/2022 10:17 AM

Good morning,

I received notice that HFSC will no longer be able to provide services for JP, I have made a referral for CBT services with Ms. Brisman through SLG for 4 visits 1xmonth. I will keep the team update on this matter

Thank You,
Patricia A Hinrichs MS-HS-BCP
Lead ABI Care Manager
WCAAA
84 Progress Lane 2nd floor
Waterbury CT 06705
P-203-465-1000 ext 147
f-203-465-1030

A

A.B.I. RESOURCES L.L.C. 860 942-0365

To: Patricia Hinrichs; LAURA CLARK; HENRY C WINIARSKI JR ATTY (henrywiniarski@comcast.net)
Cc: Guerreiro, John; Kyer, Danielle; Samantha Scott

Mon 10/10/2022 11:04 AM

Hi Patty,

Would you please check with DSS on the CBT referral process in regards to the ABI wavier program?

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

 This message is encrypted. What's encryption?

PH

Patricia Hinrichs

To: A.B.I. RESOURCES L.L.C. 860 942-0365; LAURA CLARK; HENRY C WINIARSKI JR ATTY (henrywiniarski@comcast.net)
Cc: Guerreiro, John; Kyer, Danielle; Samantha Scott

Mon 10/10/2022 11:51 AM

Dave,

I was notified by HFSC and in returned confirmed this with JP and offered the new agency which he accepted. I have to go with what JP agrees to as he is not conserved.

<  Mass text 2 ✓

Monday, October 24

MMS
9:33 AM

Hello Shannon,
apparently SLG is
going to the clients
today. Is ABI being
removed and should
Laura continue with
the new staff that has
been identified?

Index D: Participant-Centered Planning and Service Delivery
D-1: Service Plan Development (6 of 8)

Informed Choice of Providers. Describe how participants are assisted in obtaining information about and selecting among qualified providers of the waiver services in the service plan.

Case managers share with waiver consumers the provider listing, which is developed by a DSS contracted fiduciary listing identifies providers by service type and geographic coverage area who meet the qualifications as set forth by to service waiver participants. The case managers facilitate opportunities for participants to speak with and/or interview prospective providers prior to selection. Program participants are able to contact the fiscal intermediary to get an up and customized listing of the provider directory. For household employees, a background check is conducted by the fiscal intermediary and the results are shared with the consumer to aid in their selection.

MMS 9:44 AM

Thursday, October 27

MMS
4:43 PM

Hello Shannon,
The SLG rep you sent
over has attempted to
poach ABI Resources
employee.



Monday



<  Mass text 3 ▾ ⋮

Wednesday, November 23

Hello Team RR,
It was brought to ABI
Resources' attention
that CCCI's plan is to
use ABI Resources'
service providers intill
December 31, 2022.
Inorder to provide
time for SLG to find
providers, at that time
ABI Resources will
be removed. Is this
correct?

9:32 AM

FW from Pam. Not to
be removed until SLG
has provided staff for
Ronald.

MMS

ABI Resources
resignation from
services is today.

MMS

9:36 AM



PAM sister PC

Meet and greet is

Close Previous Next

CCCI - **Steering** clients

A A.B.I. RESOURCES L.L.C. 860 942-0365

To: Amy Dumont
Cc: CHRISTINE G (ABI SUPPORT SUPERVISOR); ABI RESOURCES LLC www.CTbrainINJURY.com; legal@ctbraininjury.com

Wed 4/14/2021 12:31 PM

Hello Amy,

ABI Resources has been working with a family on MFP for over a year now on discharge planning, the client is [REDACTED] in Gales Ferry. Today at the discharge meeting it was brought to our attention that CCCI arranged a meeting with SLG for the client's family. CCCI expressed to everyone, that the family should go with a LARGE agency that can provide all services. ABI Resources is pursuing this legally as a result.

Would you please give me a call? 860 463-3638

All the best,
David Medeiros CBIS



A.B.I. RESOURCES
WEBSITE | FACEBOOK (Meet Abi the Elephant)
Main Office: 1-860-942-0365 | Ledyard Fax: 1-860-464-4960 | Windham Fax: 1-860-465-9591
An amazing opportunity to be a part of something much greater than ourselves, helping people become the best version of themselves.

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ABI RESOURCES | Request / Medicaid care management access agency complaint

A A.B.I. RESOURCES L.L.C. 860 942-0365

To: David.M@ctbraininjury.com; commis.dss@ct.gov; Cavallaro, Jennifer
Bcc: aabiwr@live.com

Mon 11/15/2021 11:55 AM

11/15/2021

Good afternoon Commissioner Gifford and Mrs Cavallaro,

ABI Resources has been informed that the new agency contacted ABI Resources employees who were working with the Gales Ferry MFP client and has hired them to work with the same exact Gales Ferry MFP client. This is a clear conflict of interest. What safeguards does the Department of Social Services have in place to stop what may appear to be inclusion, referral steering and **poaching**?

All the best,
David Medeiros CBIS



A.B.I. RESOURCES
WEBSITE | FACEBOOK
Main Office: 1-860-942-0365 | Ledyard Fax: 1-860-464-4960 | Windham Fax: 1-860-465-9591
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Nothing in this communication is intended to constitute a waiver of any privilege or the confidentiality of this message. If you have received this in error, please notify ABI Resources by e-mail and/or telephone at 860-942-0365, delete the original message and any copy of it.

D David.M@ctbraininjury.com

To: commis.dss@ct.gov; Cavallaro, Jennifer
Bcc: aabiwr@live.com

Fri 11/12/2021 12:45 PM

11/12/2021

Good afternoon Commissioner Gifford, Mrs. Cavallaro, and the Department of Social Services,

Would the Department of Social Services please provide ABI Resources a detailed status update in regards to the reported complaint submitted to DSS in early October?

All the best,
David Medeiros CBIS



A.B.I. RESOURCES
WEBSITE | FACEBOOK
Main Office: 1-860-942-0365 | Ledyard Fax: 1-860-464-4960 | Windham Fax: 1-860-465-9591
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Original Contract Number: **18SDR6201LD**
 Amendment Number: _____
 Maximum Contract Value: **\$2,782,696.00**
 Contractor Contact Person: **Thomas Lintern** Tel: (203) 368-6511
 Program: **David Johnson** Tel: (860) 424-5804

STATE OF CONNECTICUT
PURCHASE OF SERVICE
(“POS”, “Contract” and/or “contract”)
Effective June 1, 2017

The State of Connecticut DEPARTMENT OF REHABILITATION SERVICES

Street: 55 FARMINGTON AVENUE

City: HARTFORD State: CT Zip: 06105

Tel#: (800) 537-2549 (“Agency” and/or “Department”), hereby enters into a Contract with:

Contractor’s Name: GOODWILL OF WESTERN AND NORTHERN CONNECTICUT, INC.

Street: 165 OCEAN TERRACE

City: BRIDGEPORT State: CT Zip: 06605

(“Contractor”), for the provision of services outlined in Part I and for the compliance with Part II. The Agency and the Contractor shall collectively be referred to as “Parties”. The Contractor shall comply with the terms and conditions set forth in this Contract as follows:

Contract Term / Effective Date	This Contract is in effect from 09/01/18 through 8/31/21 .
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 4-8 and P.A. 12-1, Sec. 28 of the Connecticut General Statutes (“C.G.S.”).
Set-Aside Status	Contractor ☐ IS or ☒ IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
Contract Amendment	The parties, by mutual agreement, may amend Part I of this contract only by means of a written instrument signed by the Agency and the Contractor, and, if required, approved by the Office of the Connecticut Attorney General. Part II of this Contract may be amended only in consultation with, and with the approval of, the Office of the Connecticut Attorney General and the State of Connecticut, Office of Policy and Management (“OPM”) in accordance with the section in this Contract concerning Contract Amendments .

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively called “Notices”) shall be deemed to have been effected at such time as the Notice is hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, sent by email, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the Agency:	State of Connecticut Department of Rehabilitation Services 55 Farmington Avenue Hartford, CT 06105 Attention: David Johnson	If to the Contractor:	Goodwill of Western and Northern Connecticut, Inc. 165 Ocean Terrace Bridgeport, CT 06605 Attention: Thomas Lintern
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A party may modify the addressee or address for Notices by providing fourteen (14) days’ prior written Notice to the other party. No formal amendment is required.

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PART I. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, PROGRAM-SPECIFIC AND AGENCY-SPECIFIC SECTIONS

The Contractor shall provide the following specific services for the Department of Rehabilitation Services (DORS) Vocational Rehabilitation Services Programs (Programs) and shall comply with the terms and conditions set forth in this Contract as required by DORS. No sections in this Part I shall be interpreted to negate, supersede or contradict any section of Part II. In the event of any such inconsistency between Part I and Part II, the sections of Part II shall control.

A. DESCRIPTION OF SERVICES:

1. The Contractor shall support the Programs administered by DORS. The goal of the Programs is to assist individuals with significant physical and mental disabilities, hereinafter referred to as "Clients", which shall have the same meaning as defined in Part II of this contract, to prepare for, obtain and maintain employment. Through the provision of individual services, Clients who are determined by DORS to be eligible for vocational rehabilitation services are supported in planning for and achieving their job goals. Upon receipt of an authorization from DORS the Contractor shall provide services, including but not limited to the following:
 - a. **Work Attachment Referral.** Initiate opportunities for a Client in the hiring process by an employer for an open position. A Work Attachment Referral gives the Contractor flexibility in negotiating any of the Work Attachment models outlined below (Competitive Placement Opportunity, Job Placement or On the Job Training Site Development) dependent upon the approach that would best meet the needs of the employer and the Client relative to identified opportunities. Work sites developed by the Contractor shall be arranged as specifically requested and approved by DORS.
 - b. **Competitive Placement Opportunity (CPO).** Provide opportunities for a Client to compete in the hiring process by an employer for an open position in competitive integrated employment, as defined by Code of Federal Regulations (CFR) 361.5(c)(9) as full-time or part-time employment paid at or above minimum wage at a location in the community where the client interacts with employees or other persons who are not individuals with disabilities and has similar opportunities for advancement as other workers who do not have disabilities. A CPO also provides an employer the opportunity to observe a Client "in action" to determine his/her suitability for the job.
 - c. **Job Placement.** Secure offers for a Client in the hiring process by an employer for an open position in competitive integrated employment, which is consistent with their strengths and capabilities. The job site developed by the Contractor must be arranged as specifically requested and approved by DORS. This service shall be authorized by DORS, after the Contractor has provided DORS with a Job Specification Report outlining the job title, rate of pay, start date and, if applicable, fringe benefit package.
 - d. **On the Job Training Site Development (OJT).** Locate open positions that are consistent with the Client's needs, market OJT to the prospective employer and arrange for DORS to negotiate an agreement with that employer. The Contractor will not have any direct involvement in the development of the agreement between DORS and the employer. The submission of an OJT Specification Report at the completion of a DORS agreement with the identified employer will constitute the Contractor's fulfillment of this service.
 - e. **Trial Work Experience (TWE).** Conduct a TWE with the goal of helping the DORS vocational counselor and the Client learn more about the Client's ability to work in certain

jobs. During this service, the Contractor will identify a Client's barriers to employment and attempt interventions for the reduction or correction of these barriers. The TWE helps determine if a Client is able to work competitively in an integrated setting. This service is a short-term evaluation for assessment purposes only.

- f. **Work Readiness Training.** Evaluate and increase the abilities of Clients to enhance employment opportunities. Modules A and B will focus on pre-employment training activities to help Clients develop the skills needed to enter the workforce and/or become positioned for career advancement. Modules A and B shall be delivered in a group format, with a maximum ratio of five Clients to one Contractor staff person. The Contractor shall make available an individual format for this service at the discretion of DORS if DORS assesses the Client's needs and determines that an individualized format of Work Readiness Training is in the best interest of the Client. Modules A and B shall be delivered over two days; four hours each day for a total of eight hours each. The curriculum for these modules shall be standardized by DORS. Modules C and D are individual service modules intended to increase a Client's awareness of a job by going to a workplace of interest and obtaining information. Clients can receive one or all of the Modules. This determination will be made by the referring DORS counselor.
- g. **Job Coaching.** Provide training and related job supports on a one-to-one basis to an employed Client in order to learn or maintain skills related to the job. This shall include skills such as job tasks, appropriate behaviors, how to work with co-workers and supervisors, and transportation to work. Job Coaching shall also include teaching the employer or co-workers strategies of working with the Client, advocating with the employer on behalf of the Client, and developing natural supports, which are outside of paid vocational rehabilitation services. Supports are generally provided on the job, but in some cases may be provided off site only when on the job supports are not appropriate or when off-site services are requested by the Client and agreed upon by the DORS counselor. The Contractor shall complete a Job Coaching report as a component of this service. Job Coaching reports shall be submitted every 30 days of service duration, regardless of the number of service hours provided during the 30-day time span.
- h. **Long Term Employment Supports.** Provide one-to-one supports to an employed Client in order to maintain skills related to the job. This shall include modifying or refreshing previously acquired supports essential to maintaining employment performance of job tasks, appropriate behaviors or appropriate relationships with co-workers and supervisors. This service will also involve interacting with the employer to verify the performance of the Client and to identify any areas that may require remediation. Supports are generally provided in person on the job, but in some cases may be provided off site only when on the job supports are not appropriate or when off-site services are requested by the Client and agreed upon by DORS. Long Term Employment Support reports shall be submitted every three months or as otherwise specified in individual circumstances determined by DORS.
- i. **Communication Barrier Mitigation.** The Contractor shall serve individuals who are Deaf or hard of hearing and use American Sign Language (ASL), individuals who are Monolingual Spanish Speaking and Clients with common communication barriers through the provision of any of the following:
 - (1) **Communication Assessment.** Assess an individual who communicates in American Sign Language or monolingual Spanish related to communication strengths and abilities in the workplace in comparison with their employer's communication needs. The assessment can take place during the provision of services as outlined above in Part I Section A.1(a-h).

- (2) **Communication Support.** The direct service staff provides services and independently communicates with and facilitates communication as necessary on behalf of the Client. Direct service staff must meet the level of interpreting proficiency as established by DORS. Direct service staff is employed by the Contractor.
 - (3) **Contractor Staff Interpreter.** The Contractor shall employ qualified staff interpreters to communicate with and interpret as necessary on behalf of the Client. Staff interpreters must be registered with the DORS and meet the requirements of the Connecticut State Statutes: Sec. 46a- 33a. Staff interpreters are employed by the Contractor.
 - (4) **Third-Party Vendor Interpreter.** The Contractor may coordinate and purchase interpreter services through third-party vendors to provide qualified interpreters to communicate with and interpret as necessary on behalf of the Client. Third party interpreters must be registered with the DORS and meet all the requirements of the Connecticut State Statutes: Sec. 46a- 33a. DORS shall reimburse the Contractor for purchased third-party interpreter services on behalf of DORS Clients according to the fee schedule in Part I, Section E.2 (i.4) of this contract up to the amount of \$100 per hour. The Contractor is able to be reimbursed by DORS in the event the Contractor is billed for a cancellation of interpreter services up to the amount of \$100 per hour. There is no minimum amount of hours required for a Contractor reimbursement request for interpreting services. Contractor must submit supporting documentation with their reimbursement request.
2. As requested by DORS, the Contractor shall provide services for the evaluation and assessment of Client barriers to employment in order to assist DORS staff in establishing eligibility for vocational rehabilitation services.
 3. The Contractor may provide medical, psychological and/or vocational diagnostic evaluation, treatment, vocational training, skill-based training, on-site evaluation services, interview preparedness activities, fiscal intermediary services and any other vocational rehabilitation services to Clients as requested by DORS, and authorized and indicated on the DORS *Authorization Form* Requirements.
 - a. An *Authorization Form* shall be completed by DORS staff and submitted to the Contractor to serve as notification of the services to be provided to an individual Client under the contract. Services can only begin after the *Authorization Form* is approved by appropriate DORS authorized staff and Contractor is in receipt of such *Authorization Form*.
 4. In addition to providing the services listed above, the Contractor shall:
 - a. Securely maintain and protect referral information and any additional documentation for each Client referral participating in services.
 - b. Prepare written reports as authorized by DORS staff that document a Client's progress during his or her participation during the service. Written reports shall include information regarding assessment and evaluative, non-diagnostic and any other service authorized by DORS staff.
 - (1) Written reports shall be submitted to DORS staff within 21 days from the authorized end date of such service.
 - (2) DORS reserves the right to implement payment reductions as a penalty for the late or inaccurate submission of reports required under the terms and conditions of this contract. Reduction penalties of 25% may be implemented for report(s) submitted

more than 21 days after their authorized end date and/or when a report is found to contain inaccurate or false information regarding service(s) provided.

5. Provide DORS with evidence of licensure in the State of Connecticut where applicable for the specific medical, psychological, or psychiatric services in the event that the Contractor conducts these specific services.
6. DORS reserves the right to update individual program services referenced in Part I, Section A.1 and rates referenced in Part I, Section E.2 at any time during this contract period. Notification of any changes will be made by DORS to the Contractor 30 days in advance of the change.

B. CLIENT-BASED OUTCOMES AND MEASURES: The Contractor shall implement the services described in Section A.1 and as authorized by DORS. Measurement tools and expected outcomes shall be developed by DORS and utilized for quantitative reviews to evaluate contractor performance based on benchmarks to be established by DORS.

1. Quantitative measures will be drawn from core service activity data, to be utilized for the development of expected outcomes and benchmarks, including but not limited to:
 - a. Work Attachment Referral dates are utilized as the basis of analyzing the timeliness of subsequent service provision (b-d) as listed below.
 - b. Competitive Placement Opportunity shall be assessed based on success rates around Clients being hired and retaining employment. The timeliness of establishing sites, measured from the date of referral to the start date at the work site, shall also be incorporated.
 - c. Job Placement shall be assessed based on success rates around Clients being hired and retaining employment. The timeliness of establishing sites, measured from the date of referral to the start date at the work site, shall also be incorporated.
 - d. On the Job Training Site Development shall be assessed based on the timeliness of establishing sites, measured from the date of referral, as well as the percentage of sites developed that lead to OJT agreements being established with DORS.
 - e. Trial Work Experiences shall be assessed based on the timeliness of initiating services, measured from the date of referral to the start date of the experience.
 - f. Work Readiness Training shall be assessed based on the timeliness of initiating the training program, the accessibility of the training materials to meet the broad range of individual disability needs, and the percentage of Clients that complete the training.
 - g. Job Coaching shall be assessed based upon the number of Clients that retain employment through the completion of the service.
 - h. Long Term Employment Support shall be assessed based upon the number of Clients that retain employment.

C. PROGRAM ADMINISTRATION:

1. The Contractor's administrative office is located at 165 Ocean Terrace, Bridgeport, CT 06605.

2. The Contractor agrees to develop, implement and maintain policies relative to its personnel. Said personnel policies shall be maintained at the Contractor's location in the Contractor's files and be made available to DORS as requested by DORS, its representatives and its agents. The Contractor further agrees to submit a copy of its personnel policies to DORS, if requested, within ten days of receipt of such request.
3. The Contractor shall not refuse a Client referral for services unless it receives specific consent from DORS. DORS consent must be obtained prior to refusal of referral.
4. The Contractor shall under no circumstances subcontract aforementioned services in section A.1 of this contract. Services in section A.1 are only to be conducted by employees of the Contractor who meet criteria set forth by DORS. Services outside of those set forth in section A.1 are permissible for subcontracting under the guidelines set forth in Part II of this contract.

D. QUALITY ASSURANCE COMPLIANCE: The Contractor agrees to comply with any and all applicable statutes and regulations adopted by DORS or other Agencies pursuant to the services provided under this contract and, as applicable, require that all pertinent subcontractors comply as well.

1. The Contractor will provide upon annual review of contract sufficient documentation to assure continued compliance with the following required qualifications:
 - a. A Director of Vocational Services credentialed as required by DORS and supported by a current organizational chart.
 - b. Certification or licensure as required by law for services provided to DORS Clients. The Contractor warrants that its employees have the skill and knowledge possessed by well-informed members of their profession and that the Contractor will apply that skill and knowledge with care and diligence and perform services in a timely and professional manner in accordance with standards applicable to the Contractor's profession; and Contractor and its staff are, and shall be at all times during the term of this Contract, qualified, professionally competent and duly licensed to perform services. The Contractor shall immediately notify DORS if his license becomes the subject of discipline in Connecticut or any other jurisdiction.
2. The Contractor will notify the DORS Program Contact Person within 14 days of any organizational changes expected or unforeseen, which put contractual compliance at risk. This specifically includes but is not limited to changes in the Contractor's Director of Vocational Services.
 - a. Upon communication of the specific concern, DORS will provide the Contractor with a specific timeframe in which to resolve any non-compliance.
3. The Contractor will ensure that all direct service staff providing services to DORS Clients will complete and remain up to date with all mandated DORS trainings prior to service provision. Contractor will maintain and furnish an active list inclusive of direct service staff along with names and dates of trainings completed within 15 days of request by DORS.
4. The Contractor will adhere to all required reporting formats as prescribed by DORS in Part I, Section A.4.b. and in accordance with reporting requirements in Part II of this contract.
5. The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in the performance of this Contract shall act in an independent capacity and not as officers or employees of the State of Connecticut or DORS. The Contractor agrees to a suitability determination

performed by DORS prior to performing any work or receiving any payment under this Contract. As part of the suitability determination, DORS may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

6. The Contractor will not disclose or release any Confidential Information, as defined in Part II, Section A.11 of this contract, to which the Contractor has access except as required to do so to authorized employees and officials within the scope of the Contractor's duties under this Contract. The Contractor acknowledges that any unauthorized disclosure of the information provided under this Contract may violate the terms of Section 1106 of the Social Security Act and the Privacy Act, 5 U.S.C. § 552a and subject the Contractor to penalties.
7. The Department will administer surveys to a random sampling of DORS staff and Clients receiving services on an annual basis to determine satisfaction with service provision.

E. BUDGET AND PAYMENT PROVISIONS:

1. The total maximum amount payable under this contract is **\$2,782,696.00**.
2. DORS will approve or authorize payments to the Contractor on an individual 'fee-for service' basis. Funds will be released upon submission of documentation of services provided by the Contractor and subsequent approval of payment invoices by DORS. Core service rates are as follows:

Core Services Fee Schedule

- | | | |
|---|----------|-----------------|
| a. <u>Work Attachment Referral</u> | \$550.00 | per installment |
|
b. <u>Competitive Placement Opportunity (CPO)</u> | | |
| (1) CPO Placement | \$885.00 | per installment |
| (2) CPO 90-Day Retention | \$885.00 | per installment |
| (3) CPO Client Wages | \$14.60 | per hour |
| (4) Onboarding Supports | \$55.00 | per hour |
| (5) Onboarding Supports – Communication Barriers | \$80.00 | per hour |
| (6) Comprehensive Onboarding Report | \$165.00 | per report |
|
c. <u>Job Placement (JP)</u> | | |
| (1) Job Placement | \$885.00 | per installment |
| (2) Job Placement 90-Day Retention | \$885.00 | per installment |
|
d. <u>On The Job Training Site Development (OJT DEV)</u> | | |
| (1) OJT Site Development | \$885.00 | per installment |
|
e. <u>Trial Work Experience (TWE)</u> | | |
| (1) TWE Site Maintenance (if using an existing site) | \$165.00 | per installment |
| (2) TWE New Site Development (if site has to be developed) | \$550.00 | per installment |
| (3) On-Site Evaluation | \$55.00 | per hour |
| (4) On-Site Evaluation - Communication Barriers | \$80.00 | per hour |
| (5) Trial Work Client Wages | \$14.60 | per hour |
| (6) Comprehensive TWE Report | \$165.00 | per report |

f. Work Readiness Training Program

(1) Group Modules

(A) Module A: Pre-Employment	\$132.00	per participant
(B) Module B: Job Seeking Skills	\$132.00	per participant

(2) Individual Modules

(A) Module A: Pre-Employment	\$55.00	per hour
(B) Module B: Job Seeking Skills	\$55.00	per hour
(C) Module C: Informational Interview	\$440.00	per participant
(D) Module D: Job Shadowing	\$440.00	per participant

g. Job Coaching

(1) Job Coaching	\$55.00	per hour
(2) Job Coaching - Communication Barriers	\$80.00	per hour

h. Long Term Employment Supports (L/T)

(1) Long Term Employment Supports	\$45.00	per hour
(2) Long Term Employment Supports - Communication Barriers	\$70.00	per hour

i. Communication Barrier Mitigation

(1) Communication Assessment Service	\$80.00	per hour
(2) Communication Support	\$80.00	per hour
(3) Contractor Staff Interpreter	\$75.00	per hour
(4) Third Party Interpreter Reimbursement	up to \$100.00	per hour

3. DORS requires the Contractor to submit all invoices within 90 days from the date that services are rendered or commodities purchased. ***Due to the 90-day liquidation period following the closing date of federal grant awards, this time limit is necessary to insure availability of funds applicable to the date goods or services are delivered.*** Failure to comply with the requirement will result in non-payment of such services. Services rendered are not considered complete until a report documenting the service has been submitted.
- a. DORS reserves the right to withhold payment or reduce payment, as referenced in Part I Section A.4.b.(2) of this contract, to the Contractor in the event that reports required under the terms and conditions of this contract have not been submitted within the timeframes detailed by DORS.
4. In the event that DORS determines it necessary to withhold payment to the Contractor, payment associated with all services rendered under the specific authorization form shall be withheld until such time as the Contractor has submitted the outstanding reports and DORS has accepted the reports as submitted within the 90-day invoice requirement stated in Part I, Section E.3 above.
5. **Surplus/Excess Payments:** In the event DORS has advanced funds to the Contractor or overpaid the Contractor, the Contractor shall at the end of the contract period, or earlier if the contract is terminated, return to DORS in full any unexpended funds within 30 days; or such unexpended funds may, at the discretion of the Commissioner of DORS, be carried over and used as part of a new contract period if a new similar contract is executed.

F. FEDERAL AND STATE REQUIREMENTS:

1. In addition to Part II of this contract, the Contractor certifies that it has taken proper assurances to prohibit the use of Federal funds for Lobbying as detailed below:

- a. The Contractor's DUNS number is 072147432.

- b. **Funding Identification.** Federal funding has been provided for this contract as follows:

Catalog of Federal Domestic Assistance (CFDA) Title: Supported Employment State Grant
CFDA Number: 84.187A

Award Name: Supported Employment Services for Individuals with Severe Disabilities
State Grant

Award Number: H187A180008

Award Year: 2018

Research and Design: NO

Name of Federal Agency Awarding: US DOE

Catalog of Federal Domestic Assistance (CFDA) Title: State Vocational Rehabilitation Services
CFDA Number: 84.126A

Award Name: Rehabilitation Services, Vocational Rehabilitation Grants to States

Award Number: H126A18007 and H126A180008

Award Year: 2018

Research and Design: NO

Name of Federal Agency Awarding: US DOE

- c. Federal Office of Management and Budget Requirements

- (1) This contract includes Federal Financial Assistance, and therefore such funds shall be subject to the federal Office of Management and Budget Cost Principles codified in the OMB Super Circular as set forth in 2 C.F.R. Part 200 and as updated from time to time.
 - (2) Federal funding shall be released by the Agency contingent upon receipt of federal monies by the Agency in compliance with the federal Cash Management Improvement Act (CMIA), 31 U.S.C. § 6501 et. seq.
 - (3) Unless otherwise notified by DORS, the Contractor shall not exceed the default 10% cap on administrative costs for federal funding. All administrative costs in excess of 10% of the total federal funding amount will be disallowed.

- d. Federal Funding Accountability and Transparency Act:

- (1) The Contractor shall register with the federal System for Award Management (SAM) at <https://www.sam.gov> to assist DORS with meeting its obligation to comply with the Federal Funding Accountability and Transparency Act (FFATA).
 - (2) The Contractor shall ensure that it shall remain active in SAM by updating its SAM profile at least every twelve (12) months. Upon notification by DORS that its SAM status is not active, the Contractor shall update its SAM profile within five (5) business days of such notification. The Contractor's failure to comply may impact future issuance of payments by DORS.

e. Trafficking Victims Protection Act of 2000.

- (1) Pursuant to Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended, (22 U.S.C. § 7104) DORS shall terminate this contract immediately and report such termination to HRSA if it determines that the any of the employees or volunteers of the Contractor, or any of its subcontractors or vendors, has performed any of the following actions:
 - (A) engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (B) procure a commercial sex act during the period of time that the award is in effect; or
 - (C) use forced labor in the performance of the services under this contract.
- (2) Guidance on this act is available at <http://www.hrsa.gov/grants/trafficking.htm>

f. State Funding Requirements

- (1) Audit Submission Process: If the Contractor expends \$300,000 or more in State financial assistance during any State fiscal year during the contract, the Contractor shall submit its A-133 and state single audit electronically to the Agency through a state-wide electronic system referred to as OPM's Electronic Audit Reporting System (EARS). The link to access the system is: <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>. The Contractor shall send DORS an e-mail alert stating that its audit has been uploaded to the identified system. If the Contractor requests an extension from OPM, associated with the required audit submission, the Contractor must provide DORS with a copy of the approved request.
 - (2) Match Requirements: The Contractor also warrants that it is aware that funds provided by DORS under this contract may be used for a service match. The Contractor must obtain DORS permission prior to identifying any or all of the allocated services as a service or monetary match. DORS shall respond to all requests within five (5) business days of receipt.
- g. No Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence any officer or employee of any Agency, member of Congress, an officer or employee of, or an employee of a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- h. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the state shall complete and submit standard Federal form-LLL, "Disclosure Form to Report Lobbying," (obtained from the U.S. Department of Health and Human Services) in accordance with its instructions.

G. PROCEDURES FOR TERMINATION.

1. **Termination by DORS.** In addition to the sections in Part II of this contract, upon delivery to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective the Contractor shall:
 - a. stop work under the contract on the date and to the extent specified in the Notice of Termination;
 - b. if DORS so directs, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination or assign to DORS in the manner and to the extent directed by DORS all of the right, title, and interest of the Contractor under the subcontracts not so terminated, in which case DORS shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts;
 - c. complete the performance of the work that has not been terminated by the Notice of Termination; and
 - d. be entitled to payment for services agreed upon by the parties and rendered to DORS satisfaction through the effective date of termination.
2. **Reduction of Services by Either Party or Termination by the Contractor.** In the event that either party closes, reduces services or relocates any program funded under this contract; DORS does not offer funding for any Program herein for any subsequent fiscal year; the Contractor terminates this contract; or the fiduciary responsibility of the Contractor changes for any reason; DORS and the Contractor shall negotiate and resolve the following issues:
 - a. the time lines for closure of the program;
 - b. closure of admissions and the transfer or Client(s) remaining in the program at the time of closure;
 - c. the amount of any final payments due the Contractor or refunds due DORS; and
 - d. the transfer or storage of all program records pursuant to the requirements of the federal Confidentiality of Alcohol and Drug Abuse Patient Records regulations, 42 C.F.R. Part 2;
 - e. the disposition of property and equipment in which DORS has a financial interest pursuant to the requirements of Regulations, Conn. State Agencies § 17-226d-4(i), (1) & (2) including Bond Fund Award liens and obligations;
 - f. notification to Client(s) of the closure, their options for transfer to other programs and the Contractor's obligations to facilitate such transfer; and
 - g. any other issues pertinent to the specific situation causing the reduction or termination of services.

In the event DORS and the Contractor are unable to negotiate and resolve the issues identified, DORS will identify the final resolution, taking into consideration the needs of the Agency, Contractor and Client.

H. MISCELLANEOUS PROVISIONS:

1. **Audit Exceptions.** In addition to and not in any way in limitation of the obligation of the contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any State or

Federal audit exceptions and shall return to DORS all payments made under the agreement to which exception has been taken or which have been disallowed because of such an exception.

2. **Severability.** If any provision of this contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this contract shall be enforced to the fullest extent permitted by law.
3. **Transport of Client(s).** In the event that the Contractor or any of its employees or subcontractors shall, for any reason, transport a Client of DORS, the Contractor hereby agrees to the following:
 - a. The contractor shall require that its employees, subcontracted transportation providers, drivers, and vehicles that transport, or have the potential to transport Client(s) meet licensure or certification requirements established by the Connecticut Department of Transportation and the Connecticut Department of Motor Vehicles.
 - b. All vehicles utilized shall be appropriately licensed, certified, permitted, and insured.

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

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

1. **“Bid”** shall mean a bid submitted in response to a solicitation.
2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
5. **“Client”** shall mean a recipient of the Contractor’s Services.
6. **“Contract”** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
7. **“Contractor Parties”** shall mean a Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
8. **“Data”** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
9. **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
10. **“Force Majeure”** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
11. **“Confidential Information” (formerly “Personal Information”)** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual’s name, date of birth, mother’s maiden name, motor vehicle operator’s license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card

number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information regarding clients that the Agency classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

12. **“Confidential Information Breach” (formerly “Personal Information Breach”)** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the State.
13. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.
14. **“Services”** shall mean the performance of Services as stated in Part I of this Contract.
15. **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Client-Related Safeguards.

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

C. **Contractor Obligations.**

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

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

4. **Federal Funds.**

- (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
- (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act ("DRA") of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as

determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.

- (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (“HHS/OIG”) Excluded Parties list and the Office of Foreign Assets Control (“OFAC”) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

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

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor’s and Contractor’s Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties’ Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties’ Records until three (3) years after the latter of (i) final payment under this Contract, (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this

period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

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

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

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

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

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

9. Subcontracts. Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.

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

11. Indemnification.

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.

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

(c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3)

documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

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

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

- (a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
- (b) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
- (c) Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
- (d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

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

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

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

laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

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

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

16. Representations and Warranties. Contractor shall:

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

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

18. Delinquent Reports. The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent

services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.

19. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data – security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996

(“HIPAA”) or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

20. Workforce Analysis. The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.

21. Litigation.

- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
- (b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

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

1. Contract Amendment.

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

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
 - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) days from the effective date of any change in:
 - (A) its certificate of incorporation or other organizational document;
 - (B) more than a controlling interest in the ownership of the Contractor; or
 - (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
 - (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.
 - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date,

then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.

- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
 - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;
 - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
 - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.
- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.

4. Non-enforcement Not to Constitute Waiver. No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

5. Suspension. If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.

6. Ending the Contractual Relationship.

- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
- (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
- (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an

amendment to the Contract to extend the term, but only until the transfer and winding down are complete.

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

E. Statutory and Regulatory Compliance.

1. Health Insurance Portability and Accountability Act of 1996.

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").
- (f) Definitions
 - (1) "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
 - (2) "Business Associate" shall mean the Contractor.
 - (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).

- (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
 - (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
 - (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
 - (12) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
 - (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) “Unsecured protected health information” shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.
- (g) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
 - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
 - (6) Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.
 - (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount

- permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
 - (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
 - (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
 - (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
 - (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
 - (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
 - (14) In the event that an Individual requests that the Business Associate
 - (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the Individual's PHI;
 - (C) provide a copy of the Individual's PHI in an electronic health record; or
 - (D) amend PHI in the Individual's designated record set the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.
 - (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
 - (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
 - (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
 - (16) Obligations in the Event of a Breach.
 - (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.

- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive, of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
- (E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- (G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

- (h) Permitted Uses and Disclosure by Business Associate.
 - (1) General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (i) Obligations of Covered Entity.
 - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (k) Term and Termination.
 - (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

- (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination.
- (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (l) Miscellaneous Sections.
- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
 - (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
 - (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
 - (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
 - (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
 - (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
 - (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs

awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time (“ADA”) to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor’s exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

5. **Non-discrimination.**

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

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

Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;

- (9) “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
 - (10) “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
- (a) 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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit

access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit

access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.

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

6. Freedom of Information.

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
- (b) Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

- 7. **Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
- 8. **Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and

made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.

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



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and 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. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

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

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

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

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

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

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

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

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

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

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