

# NEW HAVEN PUBLIC SCHOOLS AMENDMENT TO AGREEMENT

CONTRACTOR: New Haven Public Schools AMENDMENT #: 3

GRANT # if applicable: Log# 2017-0075-3 AGREEMENT #: \_\_\_\_\_

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: School Health Center Grant DATE: 6/16/2022

FUNDING SOURCE FOR AGREEMENT: Department of Public Health

ACCT # FOR AGREEMENT: 2512-5124

ORIGINAL AMOUNT OF AGREEMENT: \$1,344,594

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$1,344,594

  X   ACTUAL OR        ESTIMATE

AMOUNT OF THIS AMENDMENT: \$38,096

  X   INCREASE OR        DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$1,382,690

FUNDING SOURCE & ACCT # FOR AMENDMENT: Ct Department of Public Health Account #-2512-5124

DESCRIPTION AND NEED FOR AMENDMENT: \_DPH increased the amount of this grant by \$38,096 for Cost of Living Adjustment (COLA).

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: Sue Peters 6/16/2022  
(Name) (Date)

Director: School Health Centers  
(Title)

NEW HAVEN BOARD OF EDUCATION:

\_\_\_\_\_  
President

\_\_\_\_\_  
(Date)



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

June 13, 2022

Thomas Lamb  
Chief Operating Officer  
New Haven City School District  
54 Meadow Street  
New Haven, CT 06519

Re: Amendment to #2017-0075  
Contract Period: 7/1/17 through 6/30/22  
Contract for: School Based Health Center

Dear Mr. Lamb:

Enclosed is an amendment, DPH Log #2017-0075-3, to the above referenced Contract. The purpose of this amendment is due to the Legislative approved Cost of Living Adjustment (COLA). Please review and return the amendment following the procedure explained below. It is important that the signed/sealed amendment and other required submittals be returned to the department by **June 20, 2022**. You will receive a copy of the amendment to the Contract once it has been executed by the Department.

- **Acceptances and Approval Page:** The individual authorized to sign the Contract must sign the Acceptances and Approval page of the Contract under the "By the Contractor" section, on the line marked "Signature (Authorized Official)" and include the signer's official title and signature date. Contract signing will be processed via the DocuSign eSignature process.
- **Certification Requirements:** On July 13, 2006, Governor M. Jodi Rell issued Executive Order No. 7C which repealed Executive Orders No. 7, 7A, and 7B in their entirety. Effectively the certification requirements of Executive Order No. 7B were adopted by and incorporated into 7C. Certification requirements of Executive Order 7C were expanded to include a Campaign Contribution Certification, Consulting Agreement Certification, and an annual gift/campaign contribution recertification for all state contracts between state agencies and **private** entities with a value of \$50,000 or more in a calendar or fiscal year. Public Act 11-229 made changes to filing requirements, timelines and certification language effective October 1, 2011. Re-Certification forms are required anytime there is a change in the filed information.

Blank forms are included in a file attached with the Contract in the Portal. Please complete the initial form if you do not already have a current form on file with the State and retain the



remaining forms for future use. For further information please feel free to contact us or visit the Office of Policy and Management website at:  
[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806). Submit completed/signed certifications to the Portal. Portal and Certification upload instructions are available at [https://www.core-ct.state.ct.us/financials/scm/doc/SCMT\\_13\\_Budget\\_Workbook\\_Job\\_Provider\\_Entity\\_Information.docx](https://www.core-ct.state.ct.us/financials/scm/doc/SCMT_13_Budget_Workbook_Job_Provider_Entity_Information.docx).

Because the term of this Contract exceeds one year, Gift and Campaign Contribution Re-Certification form(s) are included in the attachment package to provide the required annual update(s). The Re-Certification forms are identical to the regular Gift and Campaign Contribution Certification forms except the "Annual Update....." box is checked rather than the "Initial....." box. **Annual update forms must also be signed, dated and submitted to the Portal by the date indicated in the Contract payment schedule to prevent withholding of future Contract payments.**

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

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

Thank you for your cooperation.

Sincerely,

*Denise Philbrick*

Denise Philbrick  
Grants and Contracts Specialist  
Contracts and Grants Management Section

cc: Christine Velasquez\_ DPH  
Sue Peters- New Haven City School District



## State of Connecticut Department of Public Health Contract Amendment

**Contract No.: #2017-0075**

**Amendment No.: #2017-0075-3**

**Term of Contract: 07/01/2017 - 06/30/2022**

The Contract between New Haven City School District (the Contractor) and the Department of Public Health (the Department) which was executed by the parties on June 20, 2017 and subsequently amended on June 11, 2019, and June 29, 2020, is hereby further amended as follows:

1. Effective January 1, 2021, funding provided to the Contractor under this Contract in Funding Period Five, Federal Fiscal Year 2022 will be increased by the amount of \$38,096 due to Cost-of-Living Adjustment (COLA).
2. The funding for Funding Period One remains unchanged at \$1,348,504. The funding for Funding Period Two remains unchanged at \$1,340,682. The funding for Funding Period Three remains unchanged at \$1,344,594. The funding for Funding Period Four remains unchanged at \$1,344,594. The funding for Funding Period Five is changed from \$1,344,594 to \$1,382,690. Funds provided by this Amendment will be used due to the Legislative approved Cost of Living Adjustment (COLA). Funds provided under this Amendment will be distributed to the Budgeted line item as outlined in the amended budget on page 5 of this Amendment. The total amount payable under this Contract, as hereby amended, is increased from \$6,722,968 and shall not exceed \$6,761,064.
3. **Part 1, subsection A.1(2)(d)(e) (Reports and Report Schedule)**, of the original Contract, as previously amended is hereby deleted the following is substituted in lieu thereof:
  - d) The Contractor's last programmatic and financial reports for each Contract Funding Period shall be **cumulative** for the entire Contract Funding Period (hereinafter **Final Reports**) and due no later than forty-five (45) days after the completion of all scheduled work under the Contract or the due dates identified in Part I, Section A, Subsections A.1(2)(a)(i) and (ii), whichever is earlier.
    - (i) The financial Final Report submission for the Contract Funding Period shall include reports of the subcontractor(s) including award amounts, and subcontractor(s) respective expenditures.
    - (ii) The financial Final Reports of the Contractor and subcontractors, for the Contract Funding Period, shall not include any unpaid obligations.
  - e) This section shall survive any Termination of the Contract or Expiration of its term.
4. **Part I, Section A, Subsection A.1, (3)(e), (Budget and Funding)**, of the original Contract, as previously amended, is hereby deleted and the following is substituted in lieu thereof:

**e) Funds for this Contract are provided from the following sources:**

SID	Fund Description /CFDA#	Year	Amount
17019	School Based Health Clinic	1	\$1,211,004
21531	Maternal & Child Block Grant	1	\$137,500
17019	School Based Health Clinic	2	\$1,203,182



21531	Maternal & Child Block Grant	2	\$137,500
17019	School Based Health Clinic	3	\$1,207,094
21531	Maternal & Child Block Grant	3	\$137,500
17019	School Based Health Clinic	4	\$1,207,094
215311	Maternal & Child Block Grant	4	\$137,500
<b>17019</b>	<b>School Based Health Clinic</b>	<b>5</b>	<b>\$1,245,190</b>
21531	Maternal & Child Block Grant	5	\$137,500

5. **Part 1, subsection A.1(4)(a) (Maximum Payment)**, of the original Contract, as previously amended is hereby deleted and the following is substituted in lieu thereof:

**a) Maximum Payment**

- i. The total maximum payment for Funding Period 1 shall not exceed \$1,348,504.
- ii. The total maximum payment for Funding Period 2 shall not exceed \$1,340,682.
- iii. The total maximum payment for Funding Period 3 shall not exceed \$1,344,594.
- iv. The total maximum payment for Funding Period 4 shall not exceed \$1,344,594.
- v. The total maximum payment for Funding Period 5 shall not exceed \$1,382,690.
- vi. The total aggregate amount of payment made under this Contract shall not exceed \$6,761,064.

6. **Part 1, subsection A.1(4)(b) (Payment and Payment Schedule)**, of the original Contract, as previously amended is hereby deleted and the following is substituted in lieu thereof:

**b) Payment and Payment Schedule**

Payment shall be made according to the following upon the Department's receipt and approval of satisfactorily and timely completed deliverables, reports, and/or the Department's approval of properly executed invoices submitted by the Contractor:

**Funding Period ONE: 07/01/2017 to 06/30/2018**

Payment #	Max. Amount	Payment Conditions	Not Before:
1	\$337,126 (paid)	Upon full execution of the Contract	July 1
2	\$337,126 (paid)	Upon receipt and approval by the Department of the Final Reports and any refund due the Department from the prior contract [Log#2014-0008] for the same services as those provided under the terms of this Contract	November 1
3	\$337,126 (paid)	On or after February 1 <sup>st</sup>	February 1
4	\$337,126 (paid)	Upon receipt and approval by the Department of the second reports from the current Contract Funding Period	April 1



**Funding Period TWO: 07/01/2018 to 06/30/2019**

<b>Payment #</b>	<b>Max. Amount</b>	<b>Payment Conditions</b>	<b>Not Before:</b>
5	\$337,126 (paid)	At the beginning of Second Funding Period of the Contract and annual update of Ethics Affidavits and Certifications for State Contacts and Nondiscrimination forms	July 1
6	\$337,126 (paid)	Upon receipt and approval by the Department of the Final Reports and any refund due to the Department from the previous Contract Funding Period	November 1
7	\$333,215 (paid)	On or after February 1 <sup>st</sup>	February 1
8	\$333,215 (paid)	Upon receipt and approval by the Department of the second reports from the current Contract Funding Period	April 1

**Funding Period THREE: 07/01/2019 to 06/30/2020**

<b>Payment #</b>	<b>Max. Amount</b>	<b>Payment Conditions</b>	<b>Not Before:</b>
9	\$335,171 (paid)	At the beginning of Third Funding Period of the Contract and annual update of Ethics Affidavits and Certifications for State Contacts and Nondiscrimination forms	July 1
10	\$335,171 (paid)	Upon receipt and approval by the Department of the Final Reports and any refund due to the Department from the previous Contract Funding Period	November 1
11	\$335,170 (paid)	On or after February 1 <sup>st</sup>	February 1
12	\$335,170 (paid)	Upon receipt and approval by the Department of the second reports from the current Contract Funding Period	April 1
13	\$3,912 (paid)	Upon full execution of Contract Amendment Two (2).	May 1

**Funding Period FOUR: 07/01/2020 to 06/30/2021**

<b>Payment #</b>	<b>Max. Amount</b>	<b>Payment Conditions</b>	<b>Not Before:</b>
14	\$336,149 (paid)	At the beginning of Fourth Funding Period of the Contract and annual update of Ethics Affidavits and Certifications for State Contacts and Nondiscrimination forms	July 1

Payment #	Max. Amount	Payment Conditions	Not Before:
15	\$336,149 (paid)	Upon receipt and approval by the Department of the Final Reports and any refund due to the Department from the previous Contract Funding Period	November 1
16	\$336,148 (paid)	On or after February 1 <sup>st</sup>	February 1
17	\$336,148 (paid)	Upon receipt and approval by the Department of the second reports from the current Contract Funding Period	April 1

**Funding Period FIVE: 07/01/2021 to 06/30/2022**

Payment #	Max. Amount	Payment Conditions	Not Before:
18	\$336,149 (paid)	At the beginning of Fifth Funding Period of the Contract and annual update of Ethics Affidavits and Certifications for State Contacts and Nondiscrimination forms	July 1
19	\$336,149 (paid)	Upon receipt and approval by the Department of the Final Reports and any refund due to the Department from the previous Contract Funding Period	November 1
20	\$336,148 (paid)	On or after February 1 <sup>st</sup>	February 1
21	\$336,148	Upon receipt and approval by the Department of the second reports from the current Contract Funding Period	May 1
22	\$38,096	Upon full execution of Contract Amendment Three (3).	May 15

**The remainder of this page is left Blank intentionally.**



7. **Part I, Section B (Budget)** of the original Contract as previously amended as it pertains to Funding Period 5 only is hereby deleted and the following is substituted in lieu thereof:

**Amended Budget:**

Funding Period: 5 2021-07-01 2022-06-30

Approval Date & Time: 2022-03-30T13:17:24-0400

Approver: DPH-West Brenda

**Core-CT**

Account Number and Description	SID	Project	SBHC	SubK-21531	Total Budget
<b>Budget Amount</b>					
<b>4000 INCOME</b>			<b>1,245,190.00</b>	<b>137,500.00</b>	<b>1,382,690.00</b>
- 4100 CONTRACT FUNDING			1,245,190.00	137,500.00	1,382,690.00
- 4101 State Funds	17019	DPH17019SCHLBSD	1,245,190.00	0	1,245,190.00
- 4102 Federal/Other Funds	21531	DPH21531CON2022	0	103,125.00	103,125.00
- 4102 Federal/Other Funds	21531	DPH21531CON2021	0	34,375.00	34,375.00
<b>5000 DIRECT EXPENSES</b>			<b>1,245,190.00</b>	<b>137,500.00</b>	<b>1,382,690.00</b>
- 5100 SALARIES			192,045.00	0	192,045.00
- 5101 Staff Salaries & Wages			192,045.00	0	192,045.00
- 5200 FRINGE BENEFITS			40,229.20	0	40,229.20
- 5400 CONTRACTUAL SERVICES			952,388.00	137,500.00	1,089,888.00
- 5403 Contracted Workers-Non-Payroll			952,388.00	137,500.00	1,089,888.00
- 5500 TRANSPORTATION			4,000.00	0	4,000.00
- 5501 Staff Travel Reimbursement			4,000.00	0	4,000.00
- 5600 MATERIALS AND SUPPLIES			47,527.80	0	47,527.80
- 5602 Lab & Medical Supplies			6,000.00	0	6,000.00
- 5603 Equipment (Less than \$5,000)			3,000.00	0	3,000.00
- 5607 Outreach/Program Supplies			5,929.80	0	5,929.80
- 5660 Other Materials			32,598.00	0	32,598.00
- 5800 CAPITAL EXPENSES (> \$5,000)			6,000.00	0	6,000.00
- 5801 Capital Equipment			6,000.00	0	6,000.00
- 5900 OTHER EXPENSES			3,000.00	0	3,000.00
- 5905 Staff Training			3,000.00	0	3,000.00
<b>Budget Total</b>					
<b>INCOME / EXPENSE SUMMARY</b>					
- TOTAL INCOME			1,245,190.00	137,500.00	1,382,690.00
- TOTAL EXPENSES			1,245,190.00	137,500.00	1,382,690.00
- EXCESS / SHORTAGE			0	0	0
<b>CONTRACT MANAGEMENT INFO</b>					
- CONTRACT FUNDING PERCENTAGE			100	100	100
- A&G PERCENTAGE			0	0	0



8. Effective on and after July 1, 2019, revised November 18, 2021, **Part II** labeled TERMS and CONDITIONS of the Contract shall be deleted in its entirety and replaced with the following **Part II**.

## **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 on the Web at [http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav\\_GID=1806](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 Public Health or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:
  - (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
  - (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

**THIS PROVISION SHALL CONTINUE TO BE BINDING UPON THE CONTRACTOR FOR ONE HUNDRED AND EIGHTY (180) DAYS FOLLOWING THE TERMINATION OR CANCELLATION OF THE CONTRACT.**

4. **Federal Funds.**



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

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

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or

involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.

- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of:
  - i. final payment under this Contract,
  - ii. the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

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

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



7. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section C.4:
- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
    - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
    - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
    - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
    - (4) have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
  - (b) Any change in the above status shall be immediately reported to the Agency.
8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
10. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
11. **Indemnification.**
- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
    - 1. Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and
    - 2. liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in



connection with Claims, Acts of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning

- i. the confidentiality of any part of or all of the Contractor's bid or proposal, and
  - ii. Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide
1. a certificate of insurance,
  2. the declaration page and
  3. the additional insured endorsement to the policy to the Agency all in an electronic format acceptable to the 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 Agency. Contractor shall provide an annual electronic update of the three (3) documents to the 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.**

Note: the following provisions in this section do not apply if the Contractor is a municipality, political subdivision of the State, or a quasi-public agency: 5(i), 9, 11, 12, and 13.



1. **Health Insurance Portability and Accountability Act of 1996.** Notwithstanding the language in Part II, Section E.1(c) of this Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.

The Contractor ☐ IS or ☒ IS NOT CURRENTLY a Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended.

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 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 setthe 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.

(I) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.
5. **Non-discrimination.**
  - (a) For purposes of this Section, the following terms are defined as follows:
    - (1) "Commission" means the Commission on Human Rights and Opportunities;
    - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
    - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
    - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
    - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
    - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
    - (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;



- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is:

- (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract,
- (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267,
- (3) the federal government,
- (4) a foreign government, or
- (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b)

- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to,

- blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
- (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
  - (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and
  - (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
  - (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
  - (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56, as amended; provided if such Contractor becomes involved in, or is



threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
  - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and
  - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (i) **Nondiscrimination Certification.** Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the



Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) signing this nondiscrimination affirmation on the following line: \_

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**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 the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may



also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If Executive Order 14 is applicable, it is deemed to be incorporated into and made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

9. **Campaign Contribution Restriction.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received 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 "SEEC Form 10: Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations."
10. **Summary of Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes:
  - a. the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract;
  - b. the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law;
  - c. prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law;
  - d. failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and
  - e. each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.
11. **Large State Contract Representation for Contractor.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
  - (1) That no gifts were made by:
    - A. the Contractor,
    - B. any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or
    - C. any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to



- i. any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or
    - ii. any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
  - (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
  - (3) That the Contractor submitted bids or proposals without fraud or collusion with any person.
- 12. Large State Contract Representation for Official or Employee of State Agency.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.
- 13. Iran Energy Investment Certification.**
- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
  - (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.
- 14. Access to Data for State Auditors.** The Contractor shall provide to OPM access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and OPM that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.
- 15. Consulting Agreements Representation.** See Form 2. Form 2 is attached to the Contract and incorporated herein.

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

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

### **CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

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

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

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

### **DUTY TO INFORM**

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

### **PENALTIES FOR VIOLATIONS**

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

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

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

### **CONTRACT CONSEQUENCES**

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

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

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

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





## DEFINITIONS

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

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

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

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

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

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

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

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

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

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



9. All provisions of the original Contract, as previously amended, except those provisions specifically changed by this amendment, shall remain in full force and effect.

**The remainder of this page is left Blank intentionally.**

[ ] Original Contract: #2017-0075  
[ X ] Amendment # 3  
(For Internal Use Only)

**The Contractor herein IS NOT a Business Associate under HIPAA\*:**

**ACCEPTANCES AND APPROVALS:**

**By the Department:**

Department of Public Health  
(Department Name)

Signature (Authorized Official)

Date

(Typed Name of Authorized Official)

Title

**By the Contractor:**

**New Haven City School District**

Contractor (Corporate/Legal Name of Contractor)

Signature (Authorized Official)

Date

(Typed Name of Authorized Official)

(Title)

**By the Connecticut Attorney General:**

*(Approved as to form)*

Signature (Authorized Official)

Date

(Typed Name of Authorized Official)

Title





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

July 20, 2017

William F. Clark, Chief Operating Officer  
New Haven City School District  
54 Meadow Street  
New Haven, CT 06519

FULLY  
EXECUTED

Re: DPH Contract Log #2017-0075  
Contract for: School Based Health Center  
Contract Period: July 1, 2017 - June 30, 2022  
Award Maximum: \$6,742,520.00

Dear Mr. Clark:

The above referenced Contract has been approved. A copy of the fully executed Contract is enclosed. Payments will be made according to the schedule indicated in Part I of your Contract. Payments will depend on the timely submission and acceptability of any required reports, deliverables, and the availability of funds. **Please submit any required electronic Expenditure reports to the central reporting mailbox at DPH-CGMS-FinReports@ct.gov as required. Submit any program reports and deliverables directly to me, Brenda L. West at Brenda.West@ct.gov unless instructed otherwise.** The financial report must reflect the approved budget in the attached fully executed contract or any subsequently approved budget revisions. Also enclosed is the electronic report forms to be used for reporting of expenditures incurred on contract activities. If a **Uniform Chart of Accounts (UCOA) Workbook** is attached you must destroy or archive any and all prior copies of the workbook that you have on site. The copy enclosed is to be used for reporting until and unless another later version is received from the Department. You must reference the DPH Log #2017-0075 when you submit reports and/or correspondence.

Please forward copies of this Contract to appropriate financial and/or programmatic staff as necessary. All involved individuals must be aware of the contractually required activities and due dates for submitting the necessary reports.

If you have not already done so please email the name(s) of the individual(s) authorized to e-mail expenditure reports associated with this Contract to [DPH-CGMS-FinReports@ct.gov](mailto:DPH-CGMS-FinReports@ct.gov). If you have contractual questions, you may contact me at (860) 509-7272. Programmatic questions should be directed to Christine Velasquez at (860) 509-8174.

Sincerely,

Brenda L. West  
Fiscal Administrative Officer

cc: Christine Velasquez - [Christine.Velasquez@ct.gov](mailto:Christine.Velasquez@ct.gov)  
Susan Peters - [susan.peters@new-haven.k12.ct.us](mailto:susan.peters@new-haven.k12.ct.us)



New Haven City School District  
#2017-0075 / SBHC  
7/01/17 - 6/30/22

Contract Number: #2017-0075  
Max. Contract Value: \$6,742,520  
Contract Contact Person: Brenda L. West  
Contract Telephone: (860) 509-7704

STATE OF CONNECTICUT  
PURCHASE OF SERVICE CONTRACT  
("POS", "Contract" and/or "contract")  
Revised October 2011

FULLY  
EXECUTED

The State of Connecticut Department of Public Health

Street: 410 Capitol Avenue, PO Box 340308, MS 13 GCT

City: Hartford State: CT Zip: 06134-0308

Tel#: (860) 509-7704 ("Agency" and/or "Department"), hereby enters into a Contract with:

Contractor's Name: New Haven City School District

Street: 54 Meadow Street

City: New Haven State: CT Zip: 06519

Tel#: (203) 946-8780 FEIN/SS#: 000-00-0093

("Contractor"), for the provision of services outlined herein 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	This Contract is in effect from July 1, 2017 through June 30, 2022.
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 4-8, 19a-2a, 19a-32 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to § 49-60g of the Connecticut General Statutes.
Effective Date	This Contract shall become effective only as of the date of signature by the Agency's authorized official(s) and, where applicable, the date of approval by the Office of the Attorney General ("OAG"). Upon such execution, this Contract shall be deemed effective for the entire Term specified above.
Contract Amendment	Part I of this Contract may be amended only by means of a written instrument signed by the Agency, the Contractor, and, if required, the OAG. Part II of this Contract may be amended only in consultation with, and with the approval of, the OAG and the State of Connecticut, Office of Policy and Management ("OPM").

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 as such time as the Notice is hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, 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 Public Health 410 Capitol Avenue, P.O. Box 340308, MS# 13GCT Hartford, CT 06134-0308 Attention: CGMS	If to the Contractor:	New Haven City School District 54 Meadow Street New Haven, CT 06519 Attention: Toni Harp, Mayor
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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 School Based Health Center Program(s) and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget. 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.

**SECTION A**

**Subsection A.1 GENERAL TERMS AND CONDITIONS**

- 1) The Contractor shall provide services for the **School Based Health Center** ("Program") described in detail, as follows. Such services shall be provided in accordance with the requirements of this **subsection A.1**, program specific **subsection(s) A.2**, and Part II of this Contract.
- 2) **Reports and Report Schedule**
  - a) The Contractor shall submit to the Department periodic program, statistical, fiscal, expenditure and cash management reports, as applicable, in the format(s) provided by the Department, in accordance with the following schedule:

**Funding Period ONE: 07/01/2017 to 06/30/2018**

REPORTING PERIOD	REPORTS DUE BY
July through October	November 30, 2017
November through February	March 31, 2018
March through June	August 15, 2018

**Funding Period TWO: 07/01/2018 to 06/30/2019**

REPORTING PERIOD	REPORTS DUE BY
July through October	November 30, 2018
November through February	March 31, 2019
March through June	August 15, 2019

**Funding Period THREE: 07/01/2019 to 06/30/2020**

REPORTING PERIOD	REPORTS DUE BY
July through October	November 30, 2019
November through February	March 31, 2020
March through June	August 15, 2020

**Funding Period FOUR: 07/01/2020 to 06/30/2021**

REPORTING PERIOD	REPORTS DUE BY
July through October	November 30, 2020
November through February	March 31, 2021
March through June	August 15, 2021



**Funding Period FOUR: 07/01/2021 to 06/30/2022**

REPORTING PERIOD	REPORTS DUE BY
July through October	November 30, 2021
November through February	March 31, 2022
March through June	August 15, 2022

- b) The Contractor shall provide separate expenditure reports for each budgeted program, funding source, or site separately identified on the Budget(s) included in **Section B** of this Part I.
- c) The Contractor certifies, by submission of any financial report, that the financial report has been reviewed for accuracy and that the expenditures shown are consistent with the terms and conditions set forth herein.
- d) The Contractor's last programmatic and financial reports for each Contract Funding Period shall be **cumulative** for the entire Contract Funding Period (hereinafter **Final Reports**) and due no later than forty-five (45) days after the completion of all scheduled work or the end of the Contract Funding Period.
  - i) The financial Final Report submission for the Contract Funding Period shall include reports of the subcontractor(s) including award amounts, and subcontractor(s) respective expenditures.
  - ii) The financial Final Reports of the Contractor and subcontractors, for the Contract Funding Period, shall not include any unpaid obligations.

**3) Budget and Funding**

- a) The Contractor shall adhere to and expend funds in accordance with the Budget(s) included in Section B of this Part I.
- b) The Contractor agrees that any expenditures that exceed a budget line item by more than 20% must be approved in writing by the Department. In addition, the Contractor shall obtain prior written approval from the Department before reallocating any funds budgeted for one program or site to another program or site within a single budget.
- c) If Section B of this Part I includes more than one budget, the Contractor shall not commingle the funds provided by the Department for one budget within those provided for any other budget.
- d) Future Funding Period Budgets, if not included in Section B, shall remain the same as that for the latest included Funding Period Budget until, and unless, formally revised via the Department's Budget Revision process or via Contract amendment.
- e) Funds for this Contract are provided from the following sources:

SID	Fund Description /CFDA#	Year	Amount
17019	School Based Health Clinic	1	\$1,211,004
21531	Maternal & Child Block Grant	1	\$137,500
17019	School Based Health Clinic	2	\$1,211,004
21531	Maternal & Child Block Grant	2	\$137,500
17019	School Based Health Clinic	3	\$1,211,004
21531	Maternal & Child Block Grant	3	\$137,500
17019	School Based Health Clinic	4	\$1,211,004
21531	Maternal & Child Block Grant	4	\$137,500
17019	School Based Health Clinic	5	\$1,211,004
21531	Maternal & Child Block Grant	5	\$137,500

- f) This Contract includes federal financial assistance and therefore such funds shall be subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
- g) For federal block grant funding appropriated to this Contract, the Department assumes no liability for payment using such funds until such time that the provisions of this Contract are determined by the Department to be in accordance with a legislatively approved block grant plan, as provided by Connecticut General Statutes § 4-28b.
- 4) **Payments and Payment Schedule; Reimbursement; Under-expenditures; Surplus or Excess Payments; Refunds**
- a) **Maximum Payment**
- i) The total maximum payment for Funding Period 1 shall not exceed \$1,348,504.
  - ii) The total maximum payment for Funding Period 2 shall not exceed \$1,348,504.
  - iii) The total maximum payment for Funding Period 3 shall not exceed \$1,348,504.
  - iv) The total maximum payment for Funding Period 4 shall not exceed \$1,348,504.
  - v) The total maximum payment for Funding Period 5 shall not exceed \$1,348,504.
  - vi) The total aggregate amount of payment made under this Contract shall not exceed \$6,742,520.
- b) **Payment and Payment Schedule**
- Payment shall be made according to the following upon the Department's receipt and approval of satisfactorily and timely completed deliverables, reports, and/or the Department's approval of properly executed invoices submitted by the Contractor.

**Funding Period ONE: 07/01/2017 to 06/30/2018**

Payment #	Max. Amount	Payment Conditions	Not Before:
1	\$337,126	Upon full execution of the Contract	July 1
2	\$337,126	Upon receipt and approval by the Department of the Final Reports and any refund due the Department from the prior contract for the same services as those provided under the terms of this Contract	November 1
3	\$337,126	On or after February 1 <sup>st</sup>	February 1
4	\$337,126	Upon receipt and approval by the Department of the second reports from the current Contract Funding Period	April 1

**Funding Period TWO: 07/01/2018 to 06/30/2019**

Payment #	Max. Amount	Payment Conditions	Not Before:
5	\$337,126	At the beginning of Second Funding Period of the Contract and annual update of Ethics Affidavits and Certifications for State Contacts and Nondiscrimination forms	July 1



Payment #	Max. Amount	Payment Conditions	Not Before:
6	\$337,126	Upon receipt and approval by the Department of the Final Reports and any refund due to the Department from the previous Contract Funding Period	November 1
7	\$337,126	On or after February 1 <sup>st</sup>	February 1
8	\$337,126	Upon receipt and approval by the Department of the second reports from the current Contract Funding Period	April 1

**Funding Period THREE: 07/01/2019 to 06/30/2020**

Payment #	Max. Amount	Payment Conditions	Not Before:
9	\$337,126	At the beginning of Third Funding Period of the Contract and annual update of Ethics Affidavits and Certifications for State Contacts and Nondiscrimination forms	July 1
10	\$337,126	Upon receipt and approval by the Department of the Final Reports and any refund due to the Department from the previous Contract Funding Period	November 1
11	\$337,126	On or after February 1 <sup>st</sup>	February 1
12	\$337,126	Upon receipt and approval by the Department of the second reports from the current Contract Funding Period	April 1

**Funding Period FOUR: 07/01/2020 to 06/30/2021**

Payment #	Max. Amount	Payment Conditions	Not Before:
13	\$337,126	At the beginning of Fourth Funding Period of the Contract and annual update of Ethics Affidavits and Certifications for State Contacts and Nondiscrimination forms	July 1
14	\$337,126	Upon receipt and approval by the Department of the Final Reports and any refund due to the Department from the previous Contract Funding Period	November 1
15	\$337,126	On or after February 1 <sup>st</sup>	February 1
16	\$337,126	Upon receipt and approval by the Department of the second reports from the current Contract Funding Period	April 1

**Funding Period FIVE: 07/01/2021 to 06/30/2022**

Payment #	Max. Amount	Payment Conditions	Not Before:
17	\$337,126	At the beginning of Fifth Funding Period of the Contract and annual update of Ethics Affidavits and Certifications for State Contacts and Nondiscrimination forms	July 1
18	\$337,126	Upon receipt and approval by the Department of the Final Reports and any refund due to the Department from the previous Contract Funding Period	November 1
19	\$337,126	On or after February 1 <sup>st</sup>	February 1
20	\$337,126	Upon receipt and approval by the Department of the second reports from the current Contract Funding Period	April 1

- c) At the beginning of the term of this Contract, the initial payment, as authorized by the Payment Schedule above, shall be processed by the Department upon the Department's receipt of a fully executed Contract and any required documentation, including but not limited to cash management documents.
- d) **Second and subsequent payments** shall be processed by the Department not earlier than the payment schedule date and only after the Department receives and approves all deliverables and periodic program, statistical, expenditure, and cash management reports, as submitted or completed by the Contractor, pursuant to the Contract terms and the Report Schedule in **Part I, Section A, Subsection A.1 2)a)** above.
- e) In addition to the applicable provision of **Part II, Section D** of this Contract, the Department shall notify the Contractor in writing if the Contractor's deliverables or reports are not approved, clearly stating the reason(s) the approval is being withheld and specifying what the Contractor must provide, consistent with the terms of this Contract, to obtain payment. Failure to provide the required response within the time specified in the notice shall constitute a breach of this Contract.
- f) **Reimbursement**  
 If any payment under this Contract includes reimbursement of direct expenses, such payment made by the Department shall be processed only upon receipt and approval by the Department of invoices and related documentation, as required and requested by the Department under this Contract.
- g) **Under-expenditures**  
 When the Department's review of any financial report or on-site examination of a Contractor's financial records indicates that under-expenditure(s) are likely to occur by the end of a Contract year, the Department may alter the payment amounts for the balance of the Contract year after providing written notice to the Contractor.
- h) **Payment Reduction**  
 In addition to applicable provision of **Part II, Section D** of this Contract, the Department reserves the right to reduce payments and withhold funding for any program or site in a Contract for which the Contractor:
  - i) has not submitted or completed required deliverables, or
  - ii) has not submitted required reports or audits, or
  - iii) has submitted reports that have not received Department approval, or



- iv) has submitted reports that do not support the need for full payment.

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

i) **Surplus or Excess Payments; Refund**

The Contractor shall:

- i) upon demand by the Department at the end of each Funding Period of the Contract, remit in full to the Department any:
  - 1) funds paid in excess of allowable budgeted costs and/or
  - 2) unexpended funds.
- ii) not carry funds paid in excess of allowable budgeted costs forward into the following Funding Period or Contract unless requested of, and authorized by, the Department.
- iii) be liable for any Department program or financial audit exceptions and shall return to the Department all funds that have been disallowed upon review of such audit by the Department, or as provided under the provisions of this Contract, within the time specified by the Department in the written notice the Department shall provide to the Contractor regarding such refund.

5) **Travel**

For travel, meal and similar expenses allowed by this Contract, the Contractor shall comply with the provisions of the State Employee Reimbursement Regulations document as such policy may be updated or amended periodically, and as found in the following references:

- a) <http://das.ct.gov/fp1.aspx?page=170>, and
- b) <http://www.osc.ct.gov/manuals/TravelProc/TravReimbFeb2017.xls>

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

6) **Software, Computer Equipment & Programs**

The Contractor shall be responsible for:

- a) all maintenance activities, including repair costs, related to all computer equipment acquired with funds from this Contract, including but not limited to desktop computers and computer servers,
- b) all development, maintenance and operating procedures necessary for any computer network established by the Contractor utilizing computer equipment acquired with funds from this Contract, including but not limited to network development, routine backup procedures and off-site storage activities, and
- c) all maintenance, operating procedures, compliance with licensing and copyright obligations, and support for any software acquired with funds provided by this Contract.

7) **Contractor Changes and Assignments**

In addition to the applicable provisions of **Part II, Section D** of this Contract, the following shall also apply:

- a) In addition to notifying the Department of fundamental changes listed in **Part II, Section D** of this Contract, the Contractor must notify the Department of changes in key personnel, including but not limited to, Chief Executive Officer, program directors of Department-funded programs, and officers and members of the Contractor's Board of Directors.

- b) In addition to the requirements of **Part II, Section D** of this Contract, the Department's determination shall also include whether the Department shall:

- i) approve of the changes and contract with the entity which results from the proposed changes, or
- ii) terminate the Contract under applicable provisions of this Contract.

**8) Cultural Competence**

The Contractor shall deliver culturally competent services. Culturally competent services encompass a set of behaviors, skills, attitudes and policies that promote awareness, acceptance, and respect for differences among people by developing a flexible service delivery that can be easily adapted to meet the evolving and/or emerging needs of diverse populations. This may include but is not limited to the following:

- a) a program or institutional mission or goal statement that explicitly incorporates a commitment to cultural diversity,
- b) policies and procedures for the provision of interpreter/translator services.
- c) readily available bilingual staff who can communicate directly with clients in their preferred language, and who are assessed for their ability to convey information accurately in both languages,
- d) the development of non-English client-related materials that are appropriate for the population served by the program,
- e) signage (in commonly encountered languages) that provides notices and directions to services within the facility,
- f) policies and procedures to address the needs of the client population, taking into account factors such as race and ethnicity, age, gender, hearing impairment, visual impairment, physical disability, mental illness, developmental disability, and sexual orientation,
- g) strategies in place to actively recruit and retain a culturally diverse staff. If the client population is mainly from minority populations the Contractor shall:
  - i) actively recruit applicants from the minority populations served,
  - ii) include cultural competency criteria in the evaluation of applicants,
  - iii) assign a higher value to the cultural competency criteria for those applicants from the minority populations served,
- h) institutional policies and procedures to accommodate the ethnic and cultural practices of clients, clients' families, and staff,
- i) an organized way to collect data on the ethnic and cultural characteristics of clients served by the program, and
- j) surveys and other methods of assessing the satisfaction of clients, related to cultural diversity.

**9) Respect and Dignity**

- a) The Contractor shall provide services under this Contract in a manner which respects the dignity of each client, which may include but not be limited to provision or accommodation of the following:
  - i) adequate waiting areas for clients, including sufficient seating,
  - ii) adequate staff for the timely provision of contracted services,
  - iii) adequate facilities and arrangements for the proper delivery of contracted services to clients,



- iv) training Contractor's staff to comply with all applicable state and federal statutes and regulations regarding non-discrimination, and
- v) client service that is responsive, positive and respectful
- b) If the Department deems it necessary for the Program or services conducted by the Contractor under this Contract, the Department may monitor service delivery to determine Contractor's compliance under this Section.

**10) Client Satisfaction**

The Contractor shall establish and maintain an effective process:

- a) for a client to make complaints or raise concerns about services he/she has received under this Contract, which were provided by the Contractor,
- b) to address and resolve such complaints or concerns, and
- c) which includes collaboration by the Contractor with Department representatives to discuss steps to achieve client satisfaction with services rendered under this Contract.

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## Subsection A.2

**School-Based Health Services** The Contractor shall implement the School-Based Health Services described herein to result in *student access to health and preventive services* (including those who are Medicaid recipients and those who are uninsured) needed to be healthy, in school, and ready to learn.

### 1) Definitions and Guidance

#### a) Definitions

In addition to the Definitions in **Part II, Section A** of this Contract, the Contractor shall comply with the following terms as defined herein:

- i) **Eligible Clients** are those who attend schools where School Based Health Center (SBHC) sites identified in this Contract are located.
- ii) **Expanded School Health Services:** are services such as counseling, health education, health screening, and prevention services to enhance existing school health services.
- iii) **Expanded School Health Site** (consistent with CT Public Act No. 15-59) is a health clinic that:
  - 1) is located in, or on the grounds of, a school facility of a school district or school Board;
  - 2) is organized through school, community and health provider relationships;
  - 3) is administered through a sponsoring facility; and
  - 4) provides medical or behavioral services, which may include but not limited to dental services, counseling, health education, health screening and prevention services to children and adolescents in accordance with state and local law, including laws relating to licensure and certification.

(See <https://www.cga.ct.gov/2015/act/pa/pdf/2015PA-00059-R00SB-00917-PA.pdf>, as may be updated from time to time.)
- iv) **School-Based Health Center (SBHC)** (consistent with CT Public Act No. 15-59) is a health clinic that:
  - 1) is located in, or on the grounds of, a school facility of a school district or board;
  - 2) is organized through school, community, and health provider relationships;
  - 3) is administered by a sponsoring facility; and
  - 4) provides comprehensive on-site medical and behavioral health services to children and adolescents in accordance with State and local law, including laws relating to licensure and certification.
- v) **School Linked Services:** are services provided at a location off school grounds and linked to another existing SBHC for support. Services provided include health education, anticipatory guidance and support to parents, and consultation with other medical professionals involved with the Client.
- vi) **Sponsoring Facility** (consistent with CT Public Act 15-59), includes any of the following:
  - 1) a hospital;
  - 2) a public health department;
  - 3) a community health center;



- 4) a nonprofit health or human services agency; or
- 5) school or school system; or
- 6) a program administered by the Indian Health Service or the Bureau of Indian Affairs or operated by an Indian tribe or a tribal organization.

**b) Guidance**

Guidance for the provision of SBHC services referenced in this Contract is available from the following sources:

- i) American Academy of Pediatrics, "Bright Futures Guidelines for Health Supervision of Infants, Children, and Adolescents" is accessible at:  
[http://brightfutures.aap.org/3rd\\_Edition\\_Guidelines\\_and\\_Pocket\\_Guide.html](http://brightfutures.aap.org/3rd_Edition_Guidelines_and_Pocket_Guide.html)
- ii) National Association of Social Workers, "Standards for Social Work Practice in Health Care Settings" is accessible at:  
<http://www.socialworkers.org/practice/standards/NASWHealthCareStandards.pdf>
- iii) The American Academy of Pediatrics policy statement, "Sexuality Education for Children and Adolescents" (*Pediatrics* 2001;108: 498-502) is accessible at:  
<http://pediatrics.aappublications.org/content/108/2/498>
- iv) American Academy of Pediatrics: "Bright Futures" guidelines and the National Association of Social Workers "Standards for Social Work Practice in Health Care Settings". Other nationally-recognized and accepted standards may be utilized as a framework for professional practice with prior Department approval.

**2) Contractor Personnel**

- a) The Contractor shall provide medical services, which may be provided by:
  - i) A Physician Assistant (PA) under the clinical supervision and direction of a designated physician who has knowledge of community and school health and health promotion and illness prevention for pediatric populations, or
  - ii) An Advanced Practice Registered Nurse (APRN), in collaboration with a physician with whom a written collaborative agreement is developed in accordance with Connecticut General Statutes: Chapter 378, subsections 20-87a (b).
- b) A copy of the agreement must be provided to the Department annually or following the hire of a new APRN. In the case of a PA, each PA shall have a clearly identified supervising physician who maintains the final responsibility for the care of Clients and the performance of the PA. The physician must possess Connecticut licensure and certification in at least one of the following areas:
  - i) general pediatrics,
  - ii) adolescent medicine,
  - iii) internal medicine, or
  - iv) family medicine.
- c) At least one licensed health provider (Medical Doctor (MD), PA, APRN, Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), or Licensed Professional Counselor (LPC)) shall be available at each site during the center's regularly scheduled hours (during the school year). Exceptions must be approved by the Department.
- d) SBHC personnel shall treat all individuals in a nondiscriminatory manner, regardless of race, ethnicity, religion, citizenship, age, sex, sexual orientation, preexisting medical condition, physical or mental handicap, source of payment, economic status, or ability to pay for services provided.



- e) The Contractor shall assign responsibilities to SBHC staff that are consistent with their education and experience and all staff shall be:
  - i) supervised,
  - ii) annually evaluated, and
  - iii) trained in the SBHC sponsoring agency's policies and procedures.
- f) The Contractor shall facilitate annual certification of SBHC staff and will provide at least one staff at each site during the center's regularly scheduled hours (during the school year) who is certified to deliver:
  - i) First Aid,
  - ii) Cardiopulmonary Resuscitation including the operation of the A.E.D. (Automatic External Defibrillator), and
  - iii) the Heimlich maneuver.
- g) The Contractor shall provide and implement written strategies to actively recruit and retain a culturally diverse staff reflective of the Clients served under this Contract and shall ensure that all staff members receive training in the area of cultural competence.
- h) The Contractor will incorporate cultural competency development into overall staff development/training (through presentations, print, workshops, internet, etc.) and will report on the percentage of providers, staff and volunteers who receive cultural competency and gender specific training.
- i) Changes in personnel, program design, and service delivery or a change in the hours of operation shall be requested of the Department. Such changes shall be conditional on written approval from the Department and shall require a formal Contract amendment if deemed material by the Department. Staff changes must meet the qualifications identified in the program policy and procedures manual that has been approved by the Department.
- j) The Department shall be immediately notified in writing of critical staff vacancies (staff working at the center for 20 or more hours/week) and submit a written interim plan within two weeks of notification of the vacancy to address service delivery and a timeline for hiring of replacement staff. Such plan shall be considered accepted only upon approval by the Department.
- k) The Contractor shall require its employees and the employees of all sub-contractors to undergo criminal background checks and shall honor any request by the School District not to use any individual to provide services in the SBHC based on the results of the background check.
- l) The Contractor's coordinator or designated staff shall participate in monthly technical assistance conference calls with the Department and shall attend quarterly technical assistance meetings.
- m) All new staff hired by the Contractor shall attend a site-specific orientation workshop, conducted by the Contractor, after their effective date of employment.
- n) The Contractor shall demonstrate that SBHC personnel participate annually in ongoing professional development programs to update and enhance their knowledge of community and school health, and health promotion and illness prevention strategies for Clients and adolescents.

### 3) Service Detail

- a) The Contractor shall, through its SBHC(s) and/or School Linked Services sites, carry out primary medical, social, mental/behavioral health and health education services designed to meet the psychosocial and physical needs of the Clients within the context of the family, culture and environment enrolled in **King/Robinson International Baccalaureate**



School, Truman School, Wilbur Cross High School, Fair Haven School, James Hillhouse High School, Clemente Leadership Academy, Clinton Avenue Elementary/Middle School, Mauro-Sheridan, Technology and Communications School, Barnard Environmental Studies School, Troup School and Lincoln -Bassett School.

- b) In carrying out the Program(s), the Contractor shall:
- i) Offer enrollment in the SBHC to every Client in the school, regardless of their ability to pay. Enrollment shall be indicated by a signed parental /guardian permission slip maintained on file and will be reported to the Department electronically in a format determined by the Department.
  - ii) Make the SBHC accessible to all individuals enrolled in the school including those with disabilities.
  - iii) Obtain consent for treatment and the sharing of medical information in accordance with federal/state regulations and the guidance of the SBHC sponsoring agency legal counsel. Written protocols shall require the written permission of a parent/guardian, except where minors are authorized by law to provide consent.
  - iv) Assist uninsured Clients in determining eligibility for and assist with enrollment into a state health insurance plan.
  - v) Survey each enrolled Client to determine if said Client has a consistent source of primary care services in the community. The Contractor shall assist those determined to not have a consistent source of primary care service in identifying a source for such services or shall serve as the provider of primary care.
  - vi) Provide services such as, but not limited to, the following:
    - 1) health assessments, including physical exams, health screenings and risk appraisals, (an age appropriate risk assessment with a mental health component shall be completed for each Client presenting to the SBHC for a physical exam),
    - 2) diagnosis and treatment for illness and injury including management and monitoring of chronic disease such as, but not limited to, asthma, diabetes, and obesity,
    - 3) psycho-social assessments and written treatment plans,
    - 4) crisis intervention and advocacy,
    - 5) individual, family and group counseling,
    - 6) health education,
    - 7) nutritional education/counseling,
    - 8) outreach to families and at-risk Clients,
    - 9) case management,
    - 10) oral health, and
    - 11) referral for follow-up services, diagnostic procedures and treatment of conditions that are beyond the scope of services provided in the SBHC,
  - vii) Provide consultation sessions to school staff and classroom presentations to Clients, as guest lecturers, to complement the school curriculum in areas of health promotion, disease prevention education, and psychosocial development and report in a format approved by the Department.
  - viii) If provided, reproductive health services shall be in accordance with the *American Academy of Pediatrics Bright Futures: Guidelines for Health Supervision for Infants, Children and Adolescents*; The American Academy of Pediatrics policy

statement, Sexuality Education for Children and Adolescents (*Pediatrics* 2001; 108: 498-502); and The American College of Obstetricians and Gynecologists policy statement (Appendix A In: Health Care for Adolescents. Washington D.C: American College of Obstetricians and Gynecologists; 2003; 107-108).

- 1) Prescription and distribution of contraceptives by SBHC personnel shall only occur with community consent based on local need.
  - 2) The governing policy shall be developed by the SBHC and kept on file in the policy and procedure manual located on site at the center.
- ix) Establish and maintain a systematic process for making and obtaining referrals to and from community-based health care providers, as needed, for SBHC Clients and their families. Services provided by referral must incorporate follow-up including checking that the appointment was kept, checking that the services met the Client's needs, the outcome of the referral, and relevant health care findings. This information must be incorporated into the Client's medical record.
- x) Establish a protocol for administering the Department approved screening tool to identify Clients and Youth with Special Health Care Needs (CYSHCN) eligible for services through the Department's CYSHCN Program and shall coordinate services and referrals with the Department's contractors engaged through the CT Medical Home Initiative for CYSHCN.
- xi) Provide and maintain equipment used in the clinic(s) per manufacturer's recommendations.
- c) Health and mental health services provided under this Contract shall not supplant existing school health services. The Contractor shall provide the Department a letter of assurance from the school system/district, updated whenever there is a change in school system/district signatory, indicating that existing school health and psychosocial services will not be diminished during the Contract period.
- d) Laboratory testing at the SBHC shall be performed in accordance with the Federal Clinical Laboratory Improvement Act (CLIA) regulations.
- e) The Contractor shall develop and maintain, on site, a manual outlining SBHC and/or Expanded School Health Program policies, procedures and protocols. Said manual shall be approved by the Department. Once approved, it must be made available for inspection by the Department personnel, and be reviewed and updated by the Contractor on an annual basis. The Contractor shall forward SBHC policies to the Department electronically if requested. Written administrative and clinical policies and procedures shall:
- i) Accurately describe SBHC services provided, and
  - ii) Include job descriptions that define qualifications, responsibilities, and supervision of all SBHC personnel.
  - iii) The manual shall include policies/procedures regarding:
    - 1) Non-discrimination,
    - 2) Confidentiality of Client Services,
    - 3) Health Insurance Portability and Accountability Act (HIPAA),
    - 4) Clinical coverage in the event of: Staff absences, staff vacations, and staff vacancies,
    - 5) Consent for services,
    - 6) Client rights and responsibilities,
    - 7) Emergency Procedures,



- 8) Reportable Disease Process,
  - 9) After Hours Policy,
  - 10) Child Abuse Reporting Policy,
  - 11) SBHC staff job descriptions with qualifications, responsibilities, supervision, and evaluation procedures,
  - 12) Quality Assurance,
  - 13) Complaint and incident review,
  - 14) Referral and follow-up system,
  - 15) Medication dispensing, storage, security, and accountability,
  - 16) Laboratory Testing,
  - 17) Equipment monitoring,
  - 18) Infection Control,
  - 19) Cultural competency/sensitivity,
  - 20) Health and risk assessment screenings, and
  - 21) Staff clinical background checks.
- f) The Contractor shall develop and document procedures for 24-hour back-up services that will be available to Clients during the times when the SBHC is not in operation. The Contractor will provide a letter of assurance or evidence of a cooperative agreement with community health agencies, primary (medical and/or mental health) care and dental providers to provide health services to Clients during hours when the SBHC is closed.
- g) The Contractor shall have in place or establish telephone answering processes that provide Clients and their parents/guardians information about where and how to access emergency and 24-hour back-up services when the SBHC is not in operation.
- h) The Contractor shall notify the Department in the event of a temporary or permanent closure of a clinical site 120 days in advance of the closure or as soon as a projected close date is determined by the Contractor. The Contractor shall provide the Department with a written transition plan describing how services will be provided to Clients served through the program on an interim or permanent basis, as appropriate. The transition plan shall not be effective until it is approved by the Department.
- i) The Contractor shall maintain an independent community-based SBHC advisory body that meets a minimum of two (2) times per year; minutes of these meetings shall be submitted to the Department within thirty (30) days of each meeting. The advisory body shall be involved in program planning and development, implementation and evaluation, review and approval of the SBHC Quality Improvement Plan, review of utilization trends, and decisions about governance, management, services and funding. The membership of this advisory board shall consist of, at a minimum, representatives from the following:
- i) one parent of a Client enrolled in the program,
  - ii) individuals in the community involved with health issues,
  - iii) social service providers,
  - iv) SBHC staff, and
  - v) school faculty or administrators.
- j) The Contractor shall bill for reimbursement of services rendered by any third party payers from whom the Clients served may be eligible to receive benefits. The Contractor shall use revenues generated by reimbursement of such billed services to maintain, enhance and expand services.

- k) The Contractor shall incorporate systems of quality assessment, quality improvement, and quality management that focus on provider responsibilities for improving care processes and outcomes that address a full range of activities, including but not limited to:
  - i) management of clinical conditions,
  - ii) documentation of care,
  - iii) use of services,
  - iv) Client satisfaction,
  - v) Client knowledge, and
  - vi) Changes in Client behaviors.
- l) The Contractor will conduct an annual satisfaction survey of Clients using the SBHC and/or their parents. The survey will include questions to ascertain satisfaction with the cultural competency of service provision. The Contractor will include strategies to address survey findings in an annual report to the Department. Results of the survey will indicate that at a minimum, 85% of Clients/parents/guardians of Clients using the SBHC are satisfied with services received.
- m) An executed Access Agreement between the Board of Education, City, and Contractor related to the operation of the SBHC(s) shall be provided to the Department and updated whenever there is a change in signatories.
- n) In accordance with CT Public Act No. 12-1 § 96, each school-based health center that receives operational funding from the Department shall enter into an agreement with the school's governing local or regional board of education concerning the establishment of minimum standards for the frequency and content of communications between the school-based health center and school nurses or nurse practitioners, appointed by the local or regional board of education in accordance with C.G.S. §10-212 of the general statutes. The provisions of such agreement shall be in accordance with Chapter 113 of the General Statutes of Connecticut. The person or entity who operates the school-based health center shall submit a copy of such agreement to the Commissioner of Public Health.
- o) The Contractor's coordinator shall attend coordinators' meetings as scheduled and directed by the Department.
- p) The Contractor shall comply with HIPAA and Family Educational Rights and Privacy Act (FERPA) regulations for confidentiality of health information.
- q) Each entry into the Client's record shall be dated and signed by the SBHC staff member making the entry, indicating the recorder's name and clinical credential.
- r) The Contractor shall comply with all requests for periodic site visits and clinical record review by the Department.
- s) The Contractor shall comply with all data collection and data entry requirements required by the Department.
- t) The Contractor shall conduct and document annual Client/family satisfaction assessments and the Contractor's response to feedback from these assessments.
- u) The Contractor shall provide mental health screening with a formal tool approved by the Department for all Clients at the time a physical examination is performed, at a minimum.
- v) Body Mass Indexes (BMIs) shall be calculated and recorded for all Clients at the time of any medical visit at a minimum, unless calculated and recorded within the previous 30 days. Data pertaining to BMI will be entered into an electronic format either provided or approved by the Department.
- w) An asthma action plan shall be put in place, or be confirmed to be in place, in a format approved by the Department, for all Clients with a diagnosis of Asthma who use the clinic



for medical services. Data pertaining to an asthma action plan will be entered into an electronic format either provided or approved by the Department.

- x) In addition to the requirements of Part II of this Contract, the Contractor shall comply with the Public Health Code § 19-13-D45 through D53, inclusive, "Licensing Outpatient Clinics Operated by Corporations or Municipalities", or with the General Statutes of Connecticut, Chapter 368 Section 19a-493 (General Hospital Satellite). The Contractor acknowledges and is aware that Connecticut Law provides for penalties associated with the conduct of business without the appropriate license.
- y) The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If accreditation, licensure, or certification is suspended, revoked, or suspended in any jurisdiction the Contractor understands that such action may be grounds for termination of the Contract.
- z) The Contractor shall comply with laws and regulations regarding reportable diseases and conditions and shall develop policies required by, or that comply with, the sponsoring agency health policies. A list of reportable diseases and conditions is available at <http://www.ct.gov/dph/cwp/view.asp?a=3136&q=453590>.
- aa) The Contractor shall provide evidence of participation in the state HUSKY (Healthcare for Uninsured Kids and Youth) Medicaid program to the Department.
- bb) The Contractor shall provide the Department with a plan detailing how services will be expanded or sustained utilizing funds outside of those provided through this Contract. Contractor shall implement the plan upon approval of the Department.

4) **Program Reporting Requirements**

- a) In addition to the Reporting Requirements in **Part I, Section A.1**, the Contractor shall submit to the Department, program statistical reports as follows:
  - i) cumulative registration and standard visit data, in electronic format as directed by the Department, thirty (30) days after the end of the first, second and final reporting periods,
  - ii) a Funding Period end narrative progress report, in the format provided by the Department, by September 30, annually. This report shall include results of the satisfaction survey of Clients,
  - iii) an annual aggregate billing status report, in a format provided by the Department, by September 30 annually, and
  - iv) other data required by the Department for use in programmatic analysis, planning, and evaluation, in an electronic format as directed by the Department.
- b) The Contractor shall submit annual report cards specific to medical, mental/behavioral health and oral health services provided, in an electronic format required by the Department and inclusive of each SBHC site reflecting:
  - i) the number of Clients enrolled,
  - ii) the number of Clients who have had at least one visit,
  - iii) type of insurance utilized to support provided care,
  - iv) overall Client and parent satisfaction with SBHC services, and
  - v) data on the outcome measures for Outcome #1 and at least two other Outcomes detailed within the School-Based Health Centers Outcome Measures included within this Contract.



- 5) For all SBHCs operating within the schools listed in **Part I, Section A.2, 3)** of this Contract, the Contractor shall implement the services of this Contract to:
  - a) Achieve at least three (3) Outcomes from the School Based Health Centers Outcome Measures table (**Part 1, Section A.2, 8)**, one of which must be Outcome #1: "Improve access to and utilization of primary and preventive health care and other essential public health services" as indicated by the corresponding Measures therein.
  - b) Achieve and maintain benchmarked utilization rates based upon individual visits by site. The Department will establish utilization benchmarks and thereafter review and update utilization benchmarks for individual sites based on reporting period data.
- 6) Health and mental health services provided under this Contract shall not supplant existing school health services. The Contractor shall provide the Department a letter of assurance from the school system/district, updated yearly, indicating that existing school health and psychosocial services will not be diminished during the Contract period.
- 7) **Program Outcomes and Measures**

The Department shall measure the following outcomes by reports submitted by the Contractor, as required by the Department under this Contract:

**School-Based Health Centers Outcomes and Measures**

The Contractor shall achieve Outcome #1 and two additional outcomes from this table for each of its SBHC sites.

Outcomes	Measures
1. Improve access to and utilization of primary and preventive health care and other essential public health services.	a. There will be at least 65% of the school's Client population enrolled in the SBHC. Enrolled means that a signed parent consent form for the Client is on file. b. At least 50% of Clients enrolled in the SBHC will receive one or more visits. c. At least 80% of the Client population will receive an outreach contact regarding services available at the SBHC (through distribution of literature, invitation to an open house or event, participation in an educational forum, social media, or other contact).
2. Reduce the occurrence of preventable disease among SBHC Clients.	a. Enrolled Clients will be immunized with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) that are required by the state of Connecticut. Annually the number of Clients who received immunizations and the percentage of Clients behind in recommended intervals for immunizations who are brought up to date will be reported to the Department. b. The percentage of Clients offered as well as the number who received Influenza Vaccine will be reported to the Department. c. The percentage of Clients who received influenza prevention teaching will be reported to the Department.
3. SBHC Clients will utilize mental health services to improve their psychosocial functioning through	a. 90% of school staff receive information about the mental health services offered through the SBHC. b. 85% of Clients identified with a mental health



Outcomes	Measures
assessment, intervention and referral.	<p>concern through risk assessment screening receive a mental health assessment administered by the SBHC mental health clinician or are referred for appropriate assessment.</p> <p>c. 50% of Clients receiving mental health services through the SBHC for at least three months of regular therapy demonstrate improved psychosocial functioning.</p> <p>d. 90% of Clients identified as having mental health needs that exceed the scope of services provided through the SBHC are referred to an outside mental health specialty service.</p>
4. Reduce the severity and frequency of asthma symptoms among Clients with asthma who utilize the SBHC.	<p>a. 80% of Clients with asthma have a written asthma action plan.</p> <p>b. 70% of Clients compliant with a written asthma action plan show improvement in symptoms as documented by a health care provider in the medical record.</p> <p>c. There is a 20% decrease in urgent visits (visits by Clients seen in School Based Health Clinic due to asthma symptoms) as assessed by clinician notes, Electronic Health Record, or Data Base.</p> <p>d. 90% of Clients with asthma have a documented flu vaccine.</p> <p>e. The number of Clients with asthma that report reduction in admissions to the Emergency Department during the school year is increased by 20%.</p>
5. Reduce the proportion of SBHC Clients with obesity.	<p>a. 90% of SBHC Clients of medical services have documentation of BMI in their record.</p> <p>b. 80% of SBHC Clients of medical services with a BMI &gt; 85<sup>th</sup> percentile receive education and/or counseling about nutrition and physical activity, or are referred for education and/or counseling.</p> <p>c. 25% of SBHC Clients of medical services with a BMI &gt; 95<sup>th</sup> percentile have a written plan to improve nutrition and increase physical activity and are offered follow-up on a regular basis.</p> <p>d. 50% of SBHC Clients who have a written plan to improve nutrition and increase physical activity and who receive follow up report that the plan was shared with their family, and/or report a positive lifestyle change (i.e. increased physical activity, improved nutrition, reduced "screen" time, elimination of sugary drinks in their diet).</p>
6. Reduce the occurrence of STDs among Client SBHC Clients. (Reproductive Health – clients in grades 7-12)	<p>a. 85% of sexually active Clients are screened for STDs.</p>

SECTION B

Budget

Effective Date: 5/18/2017

CONTRACT NUMBER: 2017-0075

CONTRACT PERIOD: 07/01/2017 through 06/30/2022

ST FISCAL YR (SFY): 2018

PROVIDER: New Haven City School District

Approved by: westbl

4000: INCOME		Total Income
Program Funding Period:		
4100 CONTRACT FUNDING	SID:	\$ 1,348,504
4101 State Funds	17019	\$ 1,211,004
4102 Federal/Other Funds	21531	\$ 137,500
<u>TOTAL INCOME</u>		<u>\$ 1,348,504</u>
5000: DIRECT EXPENSES		Total Expenses
5100 SALARIES		\$ 1,294,969
5101 Staff Salaries & Wages		\$ 1,294,969
5200 FRINGE BENEFITS		\$ 53,535
<u>TOTAL DIRECT EXPENSES</u>		<u>\$ 1,348,504</u>
7000: INDIRECT EXPENSES		Total Expenses
<u>TOTAL INDIRECT EXPENSES</u>		\$ -
<u>TOTAL EXPENSES</u>		<u>\$ 1,348,504</u>
INCOME/EXPENSE SUMMARY		Total:
TOTAL INCOME		\$ 1,348,504
TOTAL EXPENSES		\$ 1,348,504
<u>EXCESS/(SHORTAGE)</u>		<u>\$ -</u>



Effective Date: 5/18/2017

CONTRACT NUMBER: 2017-0075

CONTRACT PERIOD: 07/01/2017 through 06/30/2022

ST FISCAL YR (SFY): 2018

PROVIDER: New Haven City School District

Approved by: westbf

<b>4000 INCOME</b>		<b>SBHC-17019</b>
Program Funding Period:		<u>07/01/2017</u> through <u>06/30/2018</u>
<b>4100 CONTRACT FUNDING</b>	<b>SID</b>	<b>\$ 188,513</b>
4101 State Funds	17019	\$ 188,513
4102 Federal/Other Funds	21531	
<b><u>TOTAL INCOME</u></b>		<b>\$ 188,513</b>
<b>5000 DIRECT EXPENSES</b>		<b>SBHC-17019</b>
<b>5100 SALARIES</b>		<b>\$ 149,457</b>
5101 Staff Salaries & Wages		\$ 149,457
<b>5200 FRINGE BENEFITS</b>		<b>\$ 39,056</b>
<b><u>TOTAL DIRECT EXPENSES</u></b>		<b>\$ 188,513</b>
<b>7000 INDIRECT EXPENSES</b>		<b>SBHC-17019</b>
<b><u>TOTAL INDIRECT EXPENSES</u></b>		<b>\$ -</b>
<b><u>TOTAL EXPENSES</u></b>		<b>\$ 188,513</b>
<b>INCOME/EXPENSE SUMMARY</b>		<b>SBHC-17019</b>
TOTAL INCOME		\$ 188,513
TOTAL EXPENSES		\$ 188,513
<b><u>EXCESS/(SHORTAGE)</u></b>		<b>\$ -</b>

Effective Date: 5/18/2017

CONTRACT NUMBER: 2017-0075

CONTRACT PERIOD: 07/01/2017 through 06/30/2022

ST FISCAL YR (SFY): 2018

PROVIDER: New Haven City School District

Approved by: westbl

<b>4000 INCOME</b>		<b>SBHC-21531</b>
Program Funding Period:		<u>07/01/2017</u> through <u>06/30/2018</u>
<b>4100 CONTRACT FUNDING</b>	<b>SID</b>	<b>\$ -</b>
4101 State Funds	17019	
4102 Federal/Other Funds	21531	
<b>TOTAL INCOME</b>		<b>\$ -</b>
<b>5000 DIRECT EXPENSES</b>		<b>SBHC-21531</b>
<b>5100 SALARIES</b>		<b>\$ -</b>
5101 Staff Salaries & Wages		\$ -
<b>5200 FRINGE BENEFITS</b>		<b>\$ -</b>
<b>TOTAL DIRECT EXPENSES</b>		<b>\$ -</b>
<b>7000 INDIRECT EXPENSES</b>		<b>SBHC-21531</b>
<b>TOTAL INDIRECT EXPENSES</b>		<b>\$ -</b>
<b>TOTAL EXPENSES</b>		<b>\$ -</b>
<b>INCOME/EXPENSE SUMMARY</b>		<b>SBHC-21531</b>
TOTAL INCOME		\$ -
TOTAL EXPENSES		\$ -
<u>EXCESS/(SHORTAGE)</u>		<u>\$ -</u>



Effective Date: 5/18/2017

CONTRACT NUMBER: 2017-0075

CONTRACT PERIOD: 07/01/2017 through 06/30/2022

ST FISCAL YR (SFY): 2018

PROVIDER: New Haven City School District

Approved by: westbl

<b>4000 INCOME</b>		<b>Subk-17019</b>
Program Funding Period:		<u>07/01/2017</u> through <u>06/30/2018</u>
<b>4100 CONTRACT FUNDING</b>	<b>SID</b>	<b>\$ 1,022,491</b>
4101 State Funds	17019	\$ 1,022,491
4102 Federal/Other Funds	21531	
<b>TOTAL INCOME</b>		<b>\$ 1,022,491</b>
<b>5000 DIRECT EXPENSES</b>		<b>Subk-17019</b>
<b>5100 SALARIES</b>		<b>\$ 1,008,012</b>
5101 Staff Salaries & Wages		\$ 1,008,012
<b>5200 FRINGE BENEFITS</b>		<b>\$ 14,479</b>
<b>TOTAL DIRECT EXPENSES</b>		<b>\$ 1,022,491</b>
<b>7000 INDIRECT EXPENSES</b>		<b>Subk-17019</b>
<b>TOTAL INDIRECT EXPENSES</b>		<b>\$ -</b>
<b>TOTAL EXPENSES</b>		<b>\$ 1,022,491</b>
<b>INCOME/EXPENSE SUMMARY</b>		<b>Subk-17019</b>
TOTAL INCOME		\$ 1,022,491
TOTAL EXPENSES		\$ 1,022,491
<u>EXCESS/(SHORTAGE)</u>		<u>\$ -</u>

Effective Date: 5/18/2017

CONTRACT NUMBER: 2017-0075

CONTRACT PERIOD: 07/01/2017 through 06/30/2022

ST FISCAL YR (SFY): 2018

PROVIDER: New Haven City School District

Approved by: westbl

<b>4000 INCOME</b>		<b>SubK-21531</b>
		<u>07/01/2017</u>
Program Funding Period:		through
		<u>06/30/2018</u>
<b>4100 CONTRACT FUNDING</b>	<b>SID</b>	<b>\$ 137,500</b>
4101 State Funds	17019	
4102 Federal/Other Funds	21531	\$ 137,500
<b>TOTAL INCOME</b>		<b>\$ 137,500</b>
<b>5000 DIRECT EXPENSES</b>		<b>SubK-21531</b>
<b>5100 SALARIES</b>		<b>\$ 137,500</b>
5101 Staff Salaries & Wages		\$ 137,500
<b>5200 FRINGE BENEFITS</b>		\$ -
<b>TOTAL DIRECT EXPENSES</b>		<b>\$ 137,500</b>
<b>7000 INDIRECT EXPENSES</b>		<b>SubK-21531</b>
<b>TOTAL INDIRECT EXPENSES</b>		<b>\$ -</b>
<b>TOTAL EXPENSES</b>		<b>\$ 137,500</b>
<b>INCOME/EXPENSE SUMMARY</b>		<b>SubK-21531</b>
TOTAL INCOME		\$ 137,500
TOTAL EXPENSES		\$ 137,500
<u>EXCESS/(SHORTAGE)</u>		<u>\$ -</u>



## 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. **"Day"** shall mean all calendar days, other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
  10. **"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.
  11. **"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.
  12. **"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, Personal Information shall also include any information regarding clients that the Department classifies as "confidential" or "restricted." Personal 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.

13. **"Personal Information Breach"** shall mean an instance where an unauthorized person or entity accesses Personal Information in any manner, including but not limited to the following occurrences: (1) any Personal 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 Personal Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Personal Information together with the confidential process or key that is capable of compromising the integrity of the Personal Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
14. **"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 and correspondence, kept or stored in any form.
15. **"Services"** shall mean the performance of Services as stated in Part I of this Contract.
16. **"State"** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
17. **"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. **Inspection of Work Performed.**
  - (a) The Agency or its authorized representative shall at all times have the right to enter into the Contractor or Contractor Parties' premises, or other such places where duties under the Contract are being performed, to inspect, monitor or evaluate the work being performed in accordance with Conn. Gen. Stat. § 4e-29 to ensure compliance with this Contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to Agency representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this Section shall be made available to the Contractor.
  - (b) The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.
2. **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.
3. **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 103, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with mental retardation); and C.G.S. § 17b-407 (relative to elderly persons).
4. **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



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.

**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 on the Web at [http://ct.gov/opm/fin/cost\\_standards](http://ct.gov/opm/fin/cost_standards).
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 [insert Agency name] 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 is 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 Requirements.**

- (a) The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made. The Contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. 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.
- (c) For purposes of this subsection as it relates to State grants, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230.
- (d) The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

- 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; (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; 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 of Connecticut 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 or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its indemnification and hold-harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or un-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.
  - (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 contributed to the Acts giving rise to the Claims.
  - (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any sections survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.
  - (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
  - (f) This section shall survive the Termination, Cancellation or Expiration 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. 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.
- 14. 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.
- 15. 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.



16. **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.
17. **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.
18. **Record Keeping and Access.** The Contractor shall maintain books, Records, documents, 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. These Records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or, where applicable, federal agencies. The Contractor shall retain all such Records concerning this Contract for a period of three (3) years after the completion and submission to the State of the Contractor's annual financial audit.
19. **Protection of Personal Information.**
  - (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal 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 implement and maintain a comprehensive data-security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Personal 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 Personal Information;
    - (2) Reasonable restrictions on access to records containing Personal 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 Personal Information, including but not limited to passwords; and
    - (5) Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.
  - (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which Contractor or Contractor Parties possess or control has been subject to a Personal Information Breach. If a Personal Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the



Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Personal Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Personal Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Personal Information in the same manner as provided for in this Section.
  - (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
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.
22. **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.

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

**1. Contract Amendment.**

- (a) 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 OAG.
- (b) 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.
- (c) 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) calendar 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 immediately 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 Contractor 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. Part 160 and Part 164, subparts A, C, D 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 section 45 C.F.R. 164.402 and shall also include any 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.
  - (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 subcontractors that create, receive, maintain or transmit protected health information on behalf of the business associate, agree 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 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 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 protected health information, 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 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 protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
  - (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
    - 1. A description of what happened, including the date of the breach and 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 protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
  3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
  4. A detailed description of what the Business Associate is doing 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) © 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 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, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 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 or a postal address. For breaches involving ten or more individuals whose contact information is insufficient or out of date to allow written notification under 45 C.F.R. § 164.404(d)(1)(i), the Business Associate shall notify the Covered Entity of such persons and maintain a toll-free telephone number for ninety (90) days after said notification is sent to the Covered Entity. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- (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 (l)(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 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 ("Act") 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 Act. 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 Act. As applicable, the Contractor shall comply with section 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 Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the



Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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



workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

**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. This Contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. All of these Executive orders are incorporated into and made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Agency shall provide a copy of these Orders to the Contractor.

9. **Campaign Contribution Restrictions.** For all State contracts as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's ("SEEC") notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 reproduced below:

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

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

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

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

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

### CONTRACT CONSEQUENCES

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

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

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

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





## DEFINITIONS

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

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

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

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

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

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

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

"Solicit" means (A) requesting that a contribution be made, (B) participating in any 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.



[X] Original Contract (#2017-0075)  
[ ] Amendment # \_\_\_\_\_  
(For Internal Use Only)

**SIGNATURES AND APPROVAL**

The Contractor ☐ IS or ☒ IS NOT a Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended.

**Contractor**

New Haven City School District

Contractor (Corporate/Legal Name of Contractor)

  
Signature (Authorized Official)

6/2/17  
Date

Reginald Mayo, Superintendent  
(Typed/Printed Name and Title of Authorized Official)

**Agency**

Connecticut Department of Public Health

Agency Name

  
Signature (Authorized Official)

06/20/17  
Date

Raul Pino, M.D., M.P.H., Commissioner  
(Typed/Printed Name and Title of Authorized Official)

**Office of the Attorney General** (Approved as to form)

\_\_\_\_\_  
Signature (Authorized Official)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assistant / Associate Attorney General



**STATE OF CONNECTICUT**  
**CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE**  
**AUTHORIZED TO EXECUTE CONTRACT**

*Certification to accompany a State contract, having a value of \$50,000 or more, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10*

**INSTRUCTIONS:**

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

**CERTIFICATION:**

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

New Haven City School District

Contractor Name

Department of Public Health

Awarding State Agency

Raul Pino  
State Agency Official or Employee Signature

06/20/17  
Date

Raul Pino, M.D., M.P.H.

Printed Name

Commissioner  
Title

Sworn and subscribed before me on this 20 day of June, 2017.

Rebecca Foreman  
Commissioner of the Superior Court  
or Notary Public

10/31/18  
My Commission Expires



**NEW HAVEN PUBLIC SCHOOLS  
AMENDMENT TO AGREEMENT**

CONTRACTOR: New Haven Public Schools AMENDMENT #: 1

GRANT # if applicable: #2017-0075 -DPH AGREEMENT #: \_\_\_\_\_

**ATTACH COPY OF FULLY EXECUTED AGREEMENT**

GRANT NAME: School Based Health Center Grant DATE: 4/24/19

FUNDING SOURCE FOR AGREEMENT: DPH

ACCT # FOR AGREEMENT: 2512-900-5124

ORIGINAL AMOUNT OF AGREEMENT: \$ 1,348,504.

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$1,348,504.

X ACTUAL OR \_\_\_\_\_ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$7,822.

\_\_\_\_\_ INCREASE OR X DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$1,340,682

FUNDING SOURCE & ACCT # FOR AMENDMENT: Special Funds: 2512-900-5124

DESCRIPTION AND NEED FOR AMENDMENT: \_\_\_\_\_

The Department of Public Health reduced all state SBHC grants due to legislatively mandated approved budget changes.  
\*Note: The attached amendment indicates that the same reduction (\$7,822.) will apply for each remaining year of the original 5 year contract.

**ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT**

CONTRACTOR'S SIGNATURE: \_\_\_\_\_

(Name)

4-24-19  
(Date)

Director: School Health Centers  
(Title)

NEW HAVEN BOARD OF EDUCATION:

[Signature]  
President

5/13/19  
(Date)

**NEW HAVEN PUBLIC SCHOOLS  
AMENDMENT TO AGREEMENT**

CONTRACTOR: New Haven Public Schools AMENDMENT #: 2

GRANT # if applicable: Contract Log: 2017-0075-2 AGREEMENT #: \_\_\_\_\_

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: School Based Health Center DATE: May 29, 2020

FUNDING SOURCE FOR AGREEMENT: Ct Department of Public Health

ACCT # FOR AGREEMENT: 2512-5124 loc 0479

ORIGINAL AMOUNT OF AGREEMENT: \$ 1,340,602

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$1,340,682

\$3,912 ACTUAL OR \_\_\_\_\_ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$

X INCREASE OR \_\_\_\_\_ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$1,344,594

FUNDING SOURCE & ACCT # FOR AMENDMENT: Ct Department of Public Health- Account #-2512-5124

DESCRIPTION AND NEED FOR AMENDMENT: Due to the legislative approved cost saving allocation, the Ct Department of Public Health has increased our SBHC grant by \$3,912 per year for the remaining three years of the grant period.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: Sue Peters 5/29/2020  
(Name) (Date)

Director, School Health Centers/Dental Clinics  
(Title)

NEW HAVEN BOARD OF EDUCATION:

\_\_\_\_\_  
President

\_\_\_\_\_  
(Date)





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

May 18, 2020

Yessenia Rivera, NHPS Board of Education President  
New Haven City School District  
54 Meadow Street  
New Haven, CT 06519

Re: Amendment to #2017-0075  
Contract Period: 7/1/17 through 6/30/22  
Contract for: School Based Health Center

Dear Ms. Rivera:

Enclosed is an amendment, DPH Log #2017-0075-2, to the above referenced Contract. The purpose of this amendment is to increase funding due to the Legislative approved Cost Savings Allocation. Please review and return the amendment following the procedure explained below. It is important that the signed/sealed amendment and other required submittals be returned to the department by **May 22, 2020**. You will receive a copy of the amendment to the Contract once it has been executed by the Department.

- **Acceptances and Approval Page:** The individual authorized to sign the Contract must sign the Acceptances and Approval page of the Contract under the "By the Contractor" section, on the line marked "Signature (Authorized Official)" and include the signer's official title and signature date. Contract signing will be processed via the DocuSign eSignature process.
- **Certification Requirements:** On July 13, 2006, Governor M. Jodi Rell issued Executive Order No. 7C which repealed Executive Orders No. 7, 7A, and 7B in their entirety. Effectively the certification requirements of Executive Order No. 7B were adopted by and incorporated into 7C. Certification requirements of Executive Order 7C were expanded to include a Campaign Contribution Certification, Consulting Agreement Certification, and an annual gift/campaign contribution recertification for all state contracts between state agencies and **private** entities with a value of \$50,000 or more in a calendar or fiscal year. Public Act 11-229 made changes to filing requirements, timelines and certification language effective October 1, 2011. Re-Certification forms are required anytime there is a change in the filed information.

Blank forms are included in a file attached with the Contract in the Portal. Please complete the initial form if you do not already have a current form on file with the State and retain the

remaining forms for future use. For further information please feel free to contact us or visit the Office of Policy and Management website at:

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806). Submit completed/signed certifications to the Portal, BizNet, or in hardcopy to the Department. Portal and Certification upload instructions are available at [https://www.core-ct.state.ct.us/financials/scm/doc/SCMT\\_13\\_Budget\\_Workbook\\_Job\\_Provider\\_Entity\\_Information.docx](https://www.core-ct.state.ct.us/financials/scm/doc/SCMT_13_Budget_Workbook_Job_Provider_Entity_Information.docx). BizNet account and upload instructions are available at <http://das.ct.gov/images/1090/Upload%20Instructions.pdf>.

Because the term of this Contract exceeds one year, Gift and Campaign Contribution Re-Certification form(s) are included in the attachment package to provide the required annual update(s). The Re-Certification forms are identical to the regular Gift and Campaign Contribution Certification forms except the "Annual Update...." box is checked rather than the "Initial...." box. **Annual update forms must also be signed, dated and either submitted to the Portal, BizNet, or returned to the Department by the date indicated in the Contract payment schedule to prevent withholding of future Contract payments.**

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

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

Thank you for your cooperation.

Sincerely,

Brenda L. West  
Fiscal Administrative Officer  
Contracts and Grants Management Section

cc: Christine Velasquez  
Sue Peters- New Haven City School District





## State of Connecticut Department of Public Health Contract Amendment

**Contract No.: #2017-0075**

**Amendment No.: #2017-0075-2**

**Term of Contract: 07/01/2017 - 06/30/2022**

The Contract between New Haven City School District (the Contractor) and the Department of Public Health (the Department) which was executed by the parties on June 20, 2017 and subsequently amended on June 11, 2019 is hereby further amended as follows:

1. Effective July 1, 2019, funding provided to the Contractor under this Contract in Funding Periods Three, Four, and Five for State Fiscal Years 2020, 2021 and, 2022 will be increased by the amount of \$11,736 as follows:
  - a) Cost Savings Adjustment in the amount of \$4,164, comprised of:
    - i. \$3,912 in Funding Period Three, State Fiscal Year 2020;
    - ii. \$3,912 in Funding Period Four, State Fiscal Year 2021;
    - iii. \$3,912 in Funding Period Five, State Fiscal Year 2022.
2. Part I, Section A Subsection A.1(1) (General Terms and Conditions) of the original contract is hereby deleted and replaced as follows:
  - 1) The Contractor shall provide services in New Haven for the Program described in detail, as follows. Such services shall be provided in accordance with the requirements of this Subsection A.1, program specific Part I, Section A, Subsection A.2, and Part II of this Contract.
3. Part 1, subsection A.1(3)(d) (Budget and Funding), of the original Contract, is hereby deleted and replaced as follows:
  - d) Future Funding Period Budgets, if not included in Section B of this Part I, shall remain the same as that for the latest included Funding Period Budget until, and unless, formally revised via the Department's Budget Revision process or via Contract amendment.
3. Funding Provided to the Contractor under this Contract in Funding Periods One, Two, and Three for State Fiscal Years 2020 thru 2022 will be increased by the amount of \$11,736.
4. Part 1, subsection A.1(3)(e) (Budget and Funding), of the original Contract, as previously amended is hereby deleted and replaced as follows:
  - e) **Funds for this Contract are provided from the following sources:**

SID	Fund Description /CFDA#	Year	Amount
17019	School Based Health Clinic	1	\$1,211,004
21531	Maternal & Child Block Grant	1	\$137,500
17019	School Based Health Clinic	2	\$1,203,182
21531	Maternal & Child Block Grant	2	\$137,500

<b>17019</b>	<b>School Based Health Clinic</b>	<b>3</b>	<b>\$1,207,094</b>
21531	Maternal & Child Block Grant	3	\$137,500
<b>17019</b>	<b>School Based Health Clinic</b>	<b>4</b>	<b>\$1,207,094</b>
21531	Maternal & Child Block Grant	4	\$137,500
<b>17019</b>	<b>School Based Health Clinic</b>	<b>5</b>	<b>\$1,207,094</b>
21531	Maternal & Child Block Grant	5	\$137,500

5. Part 1, subsection A.1(4)(a) (Maximum Payment), of the original Contract, as previously amended is hereby deleted and replaced as follows:

**a) Maximum Payment**

- i. The total maximum payment for Funding Period 1 shall not exceed \$1,348,504.
- ii. The total maximum payment for Funding Period 2 shall not exceed \$1,340,682.
- iii. The total maximum payment for Funding Period 3 is changed from \$1,340,682 to \$1,344,594.
- iv. The total maximum payment for Funding Period 4 is changed from \$1,340,682 to \$1,344,594.
- v. The total maximum payment for Funding Period 5 is changed from \$1,340,682 to \$1,344,594.
- vi. The total aggregate amount of payment made under this Contract shall not exceed \$6,722,968

6. Part 1, subsection A.1(4)(b) (Payment and Payment Schedule), of the original Contract, as previously amended for Funding Periods Three through Five is hereby deleted and the following is substituted in lieu thereof:

**b) Payment and Payment Schedule**

Payment shall be made according to the following upon the Department's receipt and approval of satisfactorily and timely completed deliverables, reports, and/or the Department's approval of properly executed invoices submitted by the Contractor

**Funding Period THREE: 07/01/2019 to 06/30/2020**

<b>Payment #</b>	<b>Max. Amount</b>	<b>Payment Conditions</b>	<b>Not Before:</b>
9	\$335,171 (paid)	At the beginning of Third Funding Period of the Contract and annual update of Ethics Affidavits and Certifications for State Contacts and Nondiscrimination forms	July 1
10	\$335,171 (paid)	Upon receipt and approval by the Department of the Final Reports and any refund due the Department from the prior contract for the same services as those provided under the terms of this Contract	November 1
11	\$335,170 (paid)	On or after February 1 <sup>st</sup>	February 1



Payment #	Max. Amount	Payment Conditions	Not Before:
12	\$335,170 (paid)	Upon receipt and approval by the Department of the second reports from the current Contract Funding Period	April 1
13	\$3,912	Upon execution of Contract Amendment #2	May 1

**Funding Period FOUR: 07/01/2020 to 06/30/2021**

Payment #	Max. Amount	Payment Conditions	Not Before:
14	\$336,149	At the beginning of Fourth Funding Period of the Contract and annual update of Ethics Affidavits and Certifications for State Contacts and Nondiscrimination forms	July 1
15	\$336,149	Upon receipt and approval by the Department of the Final Reports and any refund due to the Department from the previous Contract Funding Period	November 1
16	\$336,148	On or after February 1 <sup>st</sup>	February 1
17	\$336,148	Upon receipt and approval by the Department of the second reports from the current Contract Funding Period	May 1

**Funding Period FIVE: 07/01/2021 to 06/30/2022**

Payment #	Max. Amount	Payment Conditions	Not Before:
18	\$336,149	At the beginning of Fifth Funding Period of the Contract and annual update of Ethics Affidavits and Certifications for State Contacts and Nondiscrimination forms	July 1
19	\$336,149	Upon receipt and approval by the Department of the Final Reports and any refund due to the Department from the previous Contract Funding Period	November 1
20	\$336,148	On or after February 1 <sup>st</sup>	February 1
21	\$336,148	Upon receipt and approval by the Department of the second reports from the current Contract Funding Period	May

7. Funds shall be distributed to various budget line items, as outlined in Part I, Section B (Budget) as amended. (See Section 9 of this Amendment.).
8. All provisions of this Contract, as hereby and previously amended, except those provisions specifically changed by this or prior amendments shall remain in full force and effect.

**The remainder of this page intentionally blank**

## 9. Amended Section B – Budget:

Funding Period: 3 2019-07-01 2020-06-30

Approval Date &amp; Time: 2020-03-26T11:20:52-0400

Approver: DPH-West Brenda

Core-CT

Account Number and Description	SID	Project	SBHC	SubK-17019	SubK-21531	Total Budget
<b>Budget Amount</b>						
<b>4000 INCOME</b>						
- 4100 CONTRACT FUNDING			254,706.00	952,388.00	137,500.00	1,344,594.00
- 4101 State Funds	17019	DPH17019SCHLBSD	254,706.00	952,388.00	0	1,344,594.00
- 4102 Federal/Other Funds	21531	DPH21531CON2019	0	0	34,375.00	34,375.00
- 4102 Federal/Other Funds	21531	DPH21531CON2020	0	0	103,125.00	103,125.00
<b>5000 DIRECT EXPENSES</b>			254,706.00	952,388.00	137,500.00	1,344,594.00
- 5100 SALARIES			153,949.00	0	0	153,949.00
- 5101 Staff Salaries & Wages			153,949.00	0	0	153,949.00
- 5200 FRINGE BENEFITS			40,229.20	0	0	40,229.20
- 5400 CONTRACTUAL SERVICES			0	952,388.00	137,500.00	1,089,888.00
- 5403 Contracted Workers-Non-Payroll			0	952,388.00	137,500.00	1,089,888.00
- 5500 TRANSPORTATION			5,500.00	0	0	5,500.00
- 5501 Staff Travel Reimbursement			5,500.00	0	0	5,500.00
- 5600 MATERIALS AND SUPPLIES			52,027.80	0	0	52,027.80
- 5602 Lab & Medical Supplies			9,912.00	0	0	9,912.00
- 5603 Equipment (Less than \$5,000)			3,000.00	0	0	3,000.00
- 5607 Outreach/Program Supplies			5,000.00	0	0	5,000.00
- 5660 Other Materials			34,115.80	0	0	34,115.80
- 5900 OTHER EXPENSES			3,000.00	0	0	3,000.00
- 5905 Staff Training			3,000.00	0	0	3,000.00
<b>Budget Total</b>						
<b>INCOME / EXPENSE SUMMARY</b>						
- TOTAL INCOME			254,706.00	952,388.00	137,500.00	1,344,594.00
- TOTAL EXPENSES			254,706.00	952,388.00	137,500.00	1,344,594.00
- EXCESS / SHORTAGE			0	0	0	0
<b>CONTRACT MANAGEMENT INFO</b>						
- CONTRACT FUNDING PERCENTAGE			100	100	100	100
- A&G PERCENTAGE			0	0	0	0



5/26/2020

Review and sign document(s) | DocuSign

[ ] Original Contract: #2017-0075  
[ X ] Amendment # 2  
(For Internal Use Only)

**The Contractor herein IS NOT a Business Associate under HIPAA\*:**

**ACCEPTANCES AND APPROVALS:****By the Contractor:****New Haven City School District**

Contractor (Corporate/Legal Name of Contractor)

Signature (Authorized Official)

Date

**Yesenia Rivera**

(Typed Name of Authorized Official)

**NHPS Board of Education President**

(Title)

**By the Department:****Department of Public Health**

Designated by Name)

C3CC8E59373B40B...

Signature (Authorized Official)

6/29/2020 | 1:14 PM EDT

Date

**Heather Aaron****Deputy Commissioner DPH**

(Typed Name of Authorized Official)

Title

**By the Connecticut Attorney General:**

( X ) This Contract having been reviewed and approved, as to form, by the Connecticut Attorney General, it is exempt from review pursuant a Memorandum of Agreement between the Agency and the Connecticut Attorney General dated: [06/29/2015], as may be amended from time to time.

Signature (Authorized Official)

Date

(Typed Name of Authorized Official)

Title