



STATE OF CONNECTICUT

OFFICE OF THE STATE COMPTROLLER

REQUEST FOR PROPOSALS FOR

Core-CT MODERNIZATION

PROJECT

The Office of the State Comptroller (OSC), Core-CT Division, is seeking to obtain a contract for technology consulting services with one organization capable of providing a full range of consulting services as described in the goals section of the RFP. A qualified vendor (Contractor) may submit a proposal to provide all of the requested services. The proposed contract will be for the period August 2, 2021 through July 31, 2024 with two optional one-year extensions, at the option of the Comptroller. The deadline for proposal submissions is May 28, 2021.

Copies of the Request for Proposals may be obtained at <http://www.osc.ct.gov/>, or by contacting the Office of the State Comptroller, Budget and Financial Analysis Division, State of Connecticut, 165 Capitol Avenue, Hartford, CT 06106.

Table of Contents

- I. STATEMENT OF OBJECTIVES
- II. BACKGROUND INFORMATION
- III. GOALS
- IV. SCOPE OF WORK
- V. PROPOSAL SUBMISSION REQUIREMENTS
- VI. SELECTION PROCESS AND SCHEDULE
- VII. TERMS AND CONDITIONS / INSTRUCTIONS
- VIII. STANDARD CONTRACT TERMS AND CONDITIONS
- IX. EVALUATION OF PROPOSALS

Attachment I—Notice of Intent to Bid

Attachment II – Standard OSC Terms & Conditions

Attachment III—Comptroller’s Affirmation of Receipt of Summary of State Ethics Laws

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

**REQUEST FOR
PROPOSALS**

CORE-CT MODERNIZATION PROJECT

I. STATEMENT OF OBJECTIVES

The State of Connecticut (“State”), Office of the State Comptroller (“OSC”) is seeking proposals from qualified vendors to provide the vision, skills, and services to architect the next generation of the Core-CT PeopleSoft ERP system. The next generation system will be implemented in the cloud and will bring all existing modules to the latest PeopleSoft tools and application levels. Additional application capabilities and functionality will also be introduced and implemented.

II. BACKGROUND INFORMATION

Core-CT is the State’s enterprise resource planning system implemented on Oracle’s PeopleSoft platform. Core-CT provides enterprise-wide financial, human resource, payroll, pension and reporting functionality delivered thru Web based portals.

The system’s Financial modules are used to perform the following functions in all executive branch agencies: purchasing, eProcurement, accounts payable, accounts receivable, billing, vendor self-service, asset management, inventory management, general ledger, commitment control, grants management , as well as to manage capital projects and bill for appropriate reimbursements. The system processes over 2,000,000 payments per year and contains over 6 terabytes of data. There are approximately 5,274 State employees engaged in performing financial functions using Core-CT.

The Human Resource Management System (HRMS) modules of CORE-CT are used to conduct the following functions in all executive branch agencies – human resources, time and attendance, benefits administration, and to pay all State employees in all three branches of government and in the State’s institutions of higher education. UCONN HRMS is also full scope in Core-CT, utilizing eCompensation and eBenefits. There are approximately 6,272 State employees engaged in performing HRMS functions along with another 34,460+ employees who directly enter their time and attendance data into Core-CT each pay period. Additionally, the Core-CT HRMS system provides SERS/MERS Pension administration and is responsible for generating the payroll for 60,000+ Retirees.

The Enterprise Performance Management System (EPM) is the ERP’s data warehouse repository. EPM houses static data from the HR and Financial transactional systems for agencies to conduct ad-hoc operational reporting for all relevant modules, including newer modules mentioned above. The majority of HR and Financial transactional users have access to this reporting capability.

The Comptroller and Core-CT staff are based at the State Office building, 165 Capitol Ave., Hartford CT.

It is managed jointly by the Office of the State Comptroller and the Department of Administrative Services. These agencies hold the statutory authority for the system's functions. Approximately 85 people work in the development and support of Core-CT.

Currently, Core-CT applications are deployed on PeopleTools 8.56.13. The Applications are at the following PUM levels:

HRMS v9.2 PUM 11 – with all tax updates and select one-off patches

FSCM v9.2 PUM 24 – with select one-off patches

CRM v9.2 PUM 5

EPM v9.1

Portal/IH v9.2 PUM 2

The PeopleSoft web, application and supporting servers are based on Oracle Linux and Microsoft Windows OS technologies. These servers are all virtualized and hosted on a 7 node VMware cluster. Each VMWare host is a Dell Model R820 with 40 CPU (4 socket x 10 Core) and 786GB of memory. A total of 200 virtual servers comprise the Core-CT production and development environments.

The Core-CT PeopleSoft databases are deployed on Oracle Exadata X4 and X5 generation hardware platforms. Production is housed on a Quarter Rack X5 Exadata, development/test databases are housed on a Half Rack X5 Exadata and disaster recovery databases are housed on a Quarter Rack X4 Exadata. Databases are Oracle Enterprise v12.2.

III. GOALS

In this procurement, OSC will focus on the overall objective allowing the vendor flexibility and creativity in the project. The ideal partner will have experience implementing Oracle PeopleSoft in Amazon Web Services (AWS) or in Oracle Cloud Infrastructure (OCI). The partner will assist OSC with the completion of the cloud assessment and the selection of the cloud architecture. The selected partner will also have extensive PeopleSoft application deployment/upgrade experience. They will have extensive technical and functional staff across all PeopleSoft modules and disciplines. Project goals include:

- Define an IaaS strategy
- Migrate the Core-CT infrastructure to a cloud provider
- Bring all software to the latest code line
- Investigate PeopleSoft functionality not currently implemented in Core-CT
- Implement additional PeopleSoft functionality
- Implement PeopleSoft fluid
- Improve reporting capabilities
- Investigate and implement paperless processing and business processes
- Investigate archival of data and recommended strategy

- Implement additional security protocols for:
 - NACHA
 - PII
 - Federal Social Security Data Exchange
 - Data masking
 - Identity and authentication
- Supplemental system support

IV. SCOPE OF WORK

The Office of the State Comptroller is interested in contracting for the following type of services.

- **Strategic planning** - The vendor will work with the Core-CT management team to develop required project plans and determine necessary project resources, timelines, and key milestones to reach stated goals. The vendor will also recommend the order in which the various upgrades and infrastructure changes are implemented and assist with the development of testing plans, transition/upgrade plans and will assist with the development and delivery of required training.
- **Cloud Infrastructure and Migration to Cloud:** The vendor will review the results of the Core-CT cloud pilots and review preliminary sizing and infrastructure configurations. Vendor will review existing Core-CT infrastructure and various integration points and include these components in the cloud architecture design. Vendor will review all aspects of cloud infrastructure to ensure proper sizing of system components and servers, and to ensure the selected architecture will meet performance and reliability objectives; meet Disaster Recovery requirements and establish best practices to ensure security at all levels. Vendor will help select cloud-based alternatives to existing software and functions and practices as required (i.e.: backup strategy, monitoring and logging, Load balancing, ...). Vendor will participate in the selection of the cloud provider and will assist with negotiation and procurement processes. Vendor will work with Core-CT and DAS/BEST management to assist with the sizing and selection of FastConnect partners relative to this project.
- **PeopleSoft Upgrade:** The vendor will develop an appropriate project strategy to deliver the PeopleSoft Applications to the latest PUM levels, implementing new functionality and removal of customization, as needed. The PeopleTools will be updated to the latest release level. Supporting server operating systems will be deployed in the cloud at current Linux and Windows server levels. Oracle databases will be upgraded to latest support levels in selected cloud environment.
- **Supplement support:** The vendor will provide technical infrastructure PeopleSoft application support on an as needed basis of the term of the contract.

Once the contract is awarded the Office of the State Comptroller and the vendor will develop and execute various SOW's to address the work elements listed above.

V. PROPOSAL SUBMISSION REQUIREMENTS

A. Terms and Conditions

Any Contractor responding to this RFP must be willing to adhere to the following conditions and must so state in its submission:

1. **Acceptance or Rejection by the State** - The State reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will remain sealed until the deadline for submission has passed.
2. **Conformance with Statutes** - Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut (See sample State Contract Attachment II).
3. **Ownership of Proposals** - All proposals in response to this RFP are to be the sole property of the State, and subject to the provisions of Section 1-201 of the Connecticut General Statutes (Freedom of Information).
4. **Ownership of Subsequent Products** - Any product, whether acceptable or unacceptable, developed under the contract awarded as a result of this RFP is to be the sole property of the State unless otherwise stated in the RFP or contract.
5. **Availability of Work Papers** - All work papers and data used in the process of performing this project must be available for inspection by the State of Connecticut Auditors of Public Accounts for a period of three (3) years or until audited.
6. **Timing and Sequence** - Timing and sequence of events resulting from this RFP will ultimately be determined by the State.
7. **Stability of Proposed Prices** - Any price offerings from Contractors must be valid for a period of one hundred eighty (180) days from the due date of contractor proposals.
8. **"Not to Exceed" Quotations** - All cost estimates will be considered as "not to exceed" quotations.
9. **Exclusion of Taxes from Prices** - The State of Connecticut is exempt from the payment of excise, transportation, and sales taxes imposed by the Federal Government and the State. Such taxes must be excluded from quoted prices.
10. **Prohibition of Commissions** - The State of Connecticut will contract directly with organizations capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process or during the term of the proposed contract.
11. **Oral Agreements** - Any alleged oral agreement or arrangement made by a Contractor with any agency or employee will be superseded by the written agreement.
12. **Amending or Canceling Requests** - The State reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interests of the State.

13. **Rejection for Default or Misrepresentation** - The State reserves the right to reject the proposal of any Contractor which is in default of any prior contract or for misrepresentation.
14. **State's Clerical Errors in Awards** - The State reserves the right to correct inaccurate awards resulting from its clerical errors.
15. **Rejection of Qualified Proposals** - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
16. **Contractor Presentation of Supporting Evidence** - A Contractor, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.
17. **Changes to Proposal** - No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the State may be required at the Contractor's expense.
18. **Collusion** - By responding, the Contractor implicitly states that the proposal is not made in connection with any competing Contractor submitting a separate response to the RFP and is in all respects fair and without collusion or fraud.
19. **Freedom of Information** – All materials submitted in connection with this RFP are subject to the terms of the State of Connecticut Freedom of Information Act (FOIA), Conn.Gen.Stat. §§1-201 *et seq.* and all rules, regulations and interpretations resulting therefrom. Due regard will be given for the protection of proprietary information contained in a vendor's proposal. Each vendor should identify particular sentences, paragraphs, pages or sections in its response which it in good faith believes to be exempt from disclosure under FOIA by marking each as "CONFIDENTIAL". It will not be sufficient to state in general terms that the entire proposal is proprietary in nature and therefore not subject to release to third parties. (See instructions below on submitting a redacted copy of your response on a thumb drive.)

The State of Connecticut is not responsible for any costs incurred by any party in responding to this RFP.

B. Proposal Submission Requirements --Applicable to all Bidders

1. **Conformance** - All responses to this RFP must conform to these instructions. Failure to conform may be considered appropriate cause for rejection of the response.
2. **Communication Blackout Period** - Except as called for in this RFP, Contractors may not communicate about the RFP with any of the following: the Healthcare Policy & Benefit Services Division (HPBSD) within the Office of the State Comptroller (OSC); the Retirement Services Division (RSD) of the OSC; or members of the State Employees Retirement Commission until the successor bidders are selected.
3. **Notice of Intent to Bid** - The notice of intent to bid (Attachment I) will be due at the offices of the OSC by 2:30 P.M. on May 7, 2021. In the notice, the Contractor must provide an email address for communication of information about the RFP, answers to questions submitted by Contractors, and other matters about the Contractor selection process. The form should be submitted by email to osc.rfp@ct.gov. **No bids will be accepted from Contractors that fail to submit a Notice of Intent to Bid.**

4. **Delivery of Responses** - The Contractor shall submit **an original plus twelve (12) copies** of its proposal in loose-leaf binders. The original must include **two (2)** electronic versions of the complete RFP response on a thumb drive or CD/DVD.

The RFP responses must be in sealed envelopes upon which a clear indication has been made of the RFP reference title, as well as the date and time the proposal is due. The name and address of the Contractor must appear on the envelope. FAX responses are not acceptable.

Proposals shall be submitted to:

STATE OF CONNECTICUT
Office of the State Comptroller
Budget and Financial Analysis Division
165 Capitol Avenue
Hartford, CT 06106
Attention: Steven Cosgrove

5. **Deadline for Submission:** Final proposals must be in writing and received by 2:30 p.m. on May 28, 2021
6. **Structure of Proposals.** Contractors must structure the responses as outlined below:

- a. **Title Page**

The title page should indicate the date, subject, name(s) and title of Contractor, address(es), e-mail address, telephone and fax number(s) of the Contractor and/or individual(s) responsible for responding to this request.

- b. **Signature of Responsible Persons**

The proposal must be signed by an authorized official. The proposal must also provide name, title, address, and telephone number for individuals with authority to negotiate and contractually bind the Contractor, and for those who may be contacted for the purpose of clarifying the information provided.

- c. **Offices**

A description of the Contractor's office that would support the contractual services, including its geographic location, staffing level, the background, experience, and qualifications of personnel, as well as other available resources.

- d. **Executive Summary**

At the Contractor's option, an Executive Summary may be included in the Proposal.

- e. **Proposed Services Narrative**

For each of the elements defined in section IV Scope of Work, please describe how you can assist the Office of the State Comptroller (OSC) meet these objectives. Your narrative should include, where applicable.

- Your methodology for implementation
- How you will establish a team relationship with OSC

- Your vision of how best to achieve the desired outcome
- An estimate on the level of effort required to complete the objective
- Examples of previous engagements where you have performed work of a similar size and scope
- An estimate of the costs required to complete the objective
- An estimate on the expected FTE's the vendor will require to complete the objective. Breakdown of vendor provided FTE's and State supplied FTE's. Percentage of work that will be performed on-site and percentage of work that will be performed remote
- Testing Methodology
- Approach to end user training including development of material and delivery
- Approach to Post implementation support.

f. Pricing Proposal

Please provide your pricing proposal in the form of a “rate card” for the resources needed to meet the stated project goals. Also include any yearly rate increases over the life of the contract.

Example:

Resource	Year 1 Off-site Hourly Rate	Year 1 On-site Hourly Rate	Year 2 Off-site Hourly Rate	Year 2 On-site Hourly Rate
Project Manager	\$ 100	\$ 110	\$ 120	\$ 130
Business Analyst	\$ 90	\$ 100	\$ 110	\$ 120
Cloud Architect	\$ 150	\$ 160	\$ 170	\$ 180

g. Redacted RFP

If a Contractor is claiming that portions of its proposal contain trade secrets or confidential commercial information, the Contractor must submit 2 electronic copies of its proposal from which all such materials have been redacted on a thumb drive or CD/DVD.

C. Additional Procurement Requirements

The Connecticut Department of Administrative Services (“DAS”) has implemented a requirement that all firms seeking to do business with the State create a business profile on the DAS Business Network (“BizNet”) system. BizNet eliminates certain redundancies, such as the requirement to complete and submit forms even though the forms had been recently submitted in response to another Request for Proposals. In addition to eliminating redundancy, BizNet has automated the completion and submission of required Ethics Affidavits and Non Discrimination forms. Firms must now upload these forms electronically to their BizNet account and update them on an annual basis, rather than submitting paper copies with each proposal. Firms will have the ability to view, verify and update their information by logging in to their BizNet account, prior to submitting responses to an RFP.

Additional required forms as described below must be submitted to or be on file with the BizNet system by the deadline for submission of proposals. Paper or electronic copies need not be provided with the submission to the Comptroller's office.

Create an account on BizNet by using the following link:

<https://www.biznet.ct.gov/AccountMaint/Login.aspx>.

Once your firm creates an account, login and select “CT Procurement” and then “Company Information” for access. If you experience difficulty establishing or otherwise managing your firm's account, please call DAS at 860-713-5095.

Required Forms

The below-listed forms should be filled out and included within your submitted response (NOT uploaded to Biznet with the other forms):

a) Agency Vendor Form (SP-26NB), available at:

[http://das.ct.gov/Purchase/Info/Vendor_Profile_Form_\(SP-26NB\).pdf](http://das.ct.gov/Purchase/Info/Vendor_Profile_Form_(SP-26NB).pdf)

b) W-9 Form, available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Ethics Certifications

The following Ethics Forms must be signed, dated, notarized, uploaded or updated on BizNet. To obtain these forms, you must login to BizNet and follow the instructions referenced above.

- OPM Ethics Form 1: Gift & Campaign Contribution Certification.
- OPM Ethics Form 5: Consulting Agreement Affidavit:
- OPM Ethics Form 6: Affirmation of Receipt of State Ethics Laws Summary
- OPM Ethics Form 7: Iran Certification

For information on how to complete these forms, please access the Office of Policy and Management website by using the following link:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNAV_GID=1806

10. Affirmative Action and Nondiscrimination

Choose one (1) of the forms listed below that applies to your business. Complete and upload or update the form on BizNet annually. To obtain a copy of these forms, you must login to BizNet and follow the instructions referenced above.

- Form A: Representation by Individual (Regardless of Value); or
- Form B: Representation by Entity (Valued at \$50,000 or less); or
- Form C: Affidavit by Entity (Valued at \$50,000 or more); or
- Form D: New Resolution by Entity; or

- Form E: Prior Resolution by Entity

For information on how to complete these forms, please access the Office of Policy and Management website by using the following link:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNAV_GID=1806

Commission on Human Rights and Opportunities (“CHRO”) Workplace Analysis Affirmative Action Report/Employment Information Form.

The CHRO Workplace Analysis Affirmative Action Report/Employment Information must be completed in BizNet and updated as necessary. You must login to BizNet and follow the Instructions referenced above. For information on how to complete these forms you may contact Diane Comeau at Diane.Comeau@ct.gov for assistance.

For information about how to upload the Ethics Affidavits and Non-Discrimination forms please access the following page. <http://das.ct.gov/images/1090/Upload%20Instructions.pdf>.

Affirmative Action. The proposal must include a summary of the Contractor's experience with affirmative action including a summary of the Contractor's affirmative action plan and the Contractor's affirmative action policy statement.

Regulations of Connecticut State Agencies Section 46a-68j-30(10) require agencies to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- a. The Contractor's success in implementing an affirmative action plan.
- b. The Contractor's success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive.
- c. The Contractor's promise to develop and implement a successful affirmative action plan.
- d. The Contractor's submission of employment statistics contained in the "Workforce Analysis Affirmative Action Report," indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- e. The Contractor's promise to set aside a portion of the contract for legitimate small Contractors and minority business enterprises, where applicable (See C.G.S. §32-9e).

The State of Connecticut's Contract Compliance Forms applicable to State contracts are available at <http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900>, please click on the four forms indicated below to download the pdf files from the CHRO web page:

Notification to Bidders

This document gives notice that the contract to be awarded is subject to the contract compliance requirements mandated by State statutes and regulations.

Workforce Analysis Affirmative Action Report-State Contractors

This employment information form is used to report the racial and sexual composition of a firm's or corporation's workplace. The form must be completed by the Contractor and submitted with the proposal.

Affidavit for Certification of Subcontractors as Minority Business Enterprises

Upon award of a contract, this form is used to document the good faith efforts of a Contractor to include minority business enterprises as subcontractors (including suppliers) on the State contract

Contract Compliance Notice Poster

This notice concerns the prohibition of discrimination in employment practices. Upon award of a State contract, the notice must be posted by the Contractor in conspicuous places accessible to all employees and applicants for employment. More information about the State of Connecticut's Contract Compliance requirements is available on the Commission on Human Rights and Opportunities' web site at www.state.ct.us/chro under "Contract Compliance."

Your proposal should confirm you have downloaded, completed, and submitted all of the procurement documents listed above to BizNet. If not, please explain.

VI. SELECTION PROCESS AND SCHEDULE

A. Request for Proposals and Response Phase

4/8/2021	Release of RFP
4/22/2021	Deadline for submission of questions by interested vendors
4/29/2021	Date for OSC to post response to vendor questions
5/7/2021	Date for submitting Notice of Intent to Bid, @2:30 p.m.
5/28/2021	Deadline for submitting RFP response, @ 2:30 p.m.

B. Estimated Dates for Review and Selection Schedule

6/1/2021-6/18/2021	Reviewing of Proposals
6/28/2021– 6/29/2021	Date for Vendor interviews, if needed
7/15/2021	Selection date
7/19/2021	Contract negotiations begin
8/2/2021	Contract Awarded

Notes:

Finalist Interviews. Contractors selected for a final interview will be expected to make a presentation in Hartford, Connecticut to the Screening Committee, to be followed by a question and answer period. The number of finalists to be selected for

interviews has yet to be determined; however, the expectation is that this number will not exceed three.

Please hold the vendor interview dates of **June 28 and 29, 2021** open.

Best and Final Offer. Contractors selected as finalists may be asked to revise both their technical and financial offers in a Best and Final round of bidding. Vendors may be provided their relative rank on certain key metrics prior to submitting their Best and Final offers.

C. Rights Reserved to the State

The State reserves the right to award in part, to reject any and all proposals in whole or in part, or to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.

XII. TERMS AND CONDITIONS / INSTRUCTIONS TO CONTRACTORS

Contractors responding to this RFP must be willing to adhere to the following conditions and must affirmatively state their adherence to these requirements with a transmittal letter appended to their proposal response.

1. Acceptance or Rejection by the State—The State reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will be kept sealed and safe until the deadline for submission has passed.

2. Conformance with Statutes—Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.

3. Ownership of Proposals—All proposals submitted in response to this RFP are to be the sole property of the State, and subject to the applicable Freedom of Information provisions of Connecticut General Statutes, Sections 1-19. Contractors are encouraged not to include any information that is proprietary or not readily available to the public from other sources. Any proposer who submits matter that the proposer in good faith determines to contain trade secrets or confidential commercial or financial information must provide two redacted copies of its RFP response on a CD or DVD or thumb drive (an original and one copy), which may be disclosed without objection in the event that the State receives a FOIA request for its proposal.

4. Ownership of Subsequent Products—Any product, whether acceptable or unacceptable, developed under a contract award as a result of this RFP is to be the sole property of the State of Connecticut, unless explicitly stated otherwise in the RFP or contract.

5. Communication Blackout Period—Except as called for in this RFP, contractors may not communicate about the RFP with any employees of the OSC Core-CT Division.

No Contractor or Contractor's representative may contract an employee of the State regarding their proposal until final selections have been made. Until such time as final selections are made, any such contact will be considered collusion under the "Terms and Conditions" herein and may be grounds for disqualification of the Contractor's proposal.

6. Notice of Intent to Bid—The notice of intent to bid (Attachment I) will be due at the Administrative Services Division at the Office of the State Comptroller by 2:30 P.M. on May 7, 2021. In the notice, the Contractor must provide an email address for communication of information about the RFP, answers to questions submitted by contractors, and other matters about the contractor selection process. The form may be submitted by fax to 860-702-3662 or emailed to osc.rfp@ct.gov. **No bids will be accepted from firms that fail to submit a Notice of Intent to Bid.**

7. Availability of Work Papers—All work papers and data used in the process of performing this project must be available for inspection by the State of Connecticut Auditors of Public Accounts for a period of three (3) years or until audited.

8. Timing and Sequence—All timing and sequence of events resulting from this RFP will ultimately be determined by the State.

9. Stability of Proposed Prices—Any price offerings from Contractors must be valid for a period of one hundred eighty (180) days from the due date of the Contractor proposals.

10. Oral Agreements—Any alleged oral agreement or arrangement made by a Contractor with any agency or employee will be superseded by the written agreement.

11. Amending or Canceling Requests—The State reserves the right to amend or to cancel this RFP prior to the due date and time, if such action is deemed to be in the best interest of the State.

12. Rejection for Default or Misrepresentation—The State reserves the right to reject the proposal of any Contractor that is in default of any prior contract or for misrepresentation.

13. State's Clerical Errors in Awards—The State reserves the right to correct inaccurate awards resulting from its clerical errors.

14. Rejection of Qualified Proposals—Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.

15. Contractor Presentation of Supporting Evidence—A Contractor, if requested, must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.

16. Changes to Proposal—No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the State may be required at the Contractor's expense.

17. Expenses Incurred—The State will not reimburse any Contractor for any costs or expenses incurred in preparing proposals or in any other connection with the RFP, including travel expenses relating to an oral presentation. All expenses incurred by the Contractor in preparing and submitting proposals are the sole responsibility of the Contractor.

18. Collusion—By responding to this RFP, the Contractor implicitly states that the proposal is not made in connection with any competing Contractor submitting a separate response to the RFP and is in all respects fair and without collusion or fraud. It is further implied that the Contractor did not participate in the RFP development process had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in the Contractor's proposal preparation.

19. Conformance to Instructions—All responses to the RFP must conform to the instructions herein. Failure to provide any required information, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

20. Appearances—In some cases, Contractors may be asked to appear to give demonstrations, interviews presentations or further explanation to the RFP's screening committee.

21. Standard Contract and Conditions—The Contractor must accept the State's standard contract language and conditions. See Standard Contract and Conditions below.

22. Entire Agreement—The contract will represent the entire agreement between the Contractor and the State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for payment of services under the terms of the contract until under the terms of the contract until the successful Contractor is notified that the contract has been accepted and approved by the Office of the State Comptroller and by the Office of the Attorney

General. The contract may only be amended by means of a written signed agreement by the Office of the State Comptroller, the Contractor, and the Office of the Attorney General.

23. Rights Reserved to the State—The State reserves the right to award in part, to reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.

24. Receipt of Summary of State Ethics Laws. The Contractor must acknowledge that it has received a summary of State Ethics Laws by submitting a signed receipt with its bid. See Attachment III hereto.

XIII. STANDARD CONTRACT TERMS AND CONDITIONS

Be advised that the State has certain contract requirements. Contractors responding to this RFP must be willing to adhere to the following contract requirements and must affirmatively state their adherence to these terms and conditions with a transmittal letter appended to their proposal response.

Attached as Attachment II are the Terms and Conditions which must be strictly adhered to. In addition, the Contractor must agree that the contract shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws. Under no circumstances may a State contract contain limited liability and/or binding arbitration provisions. The State may not indemnify a Contractor or waive its sovereign immunity.

Additionally, please be advised that the State will require the following provision:

At all times, Contractor shall utilize approved, qualified personnel necessary to perform the services under this Agreement.

Contractor shall advise the State promptly, in writing, of any labor related occurrence known to Contractor involving Contractor's employees which may reasonably be expected to affect Contractor's performance of services under this agreement. Notwithstanding such occurrence,

the Contractor shall at all times assign competent personnel/staff to perform the services contracted for under this agreement. If at any time the State in its sole discretion determines that the personnel/staff assigned to perform the services under this agreement is incompetent, dishonest or uncooperative, State reserves the right to request that Contractor reassign personnel/staff and arrange for an employee(s) or subcontractor(s) satisfactory to State to provide the services otherwise performable by the Contractor hereunder.

Contractor shall review any requests by State to reassign personnel/staff. In requesting such reassignment of personnel/staff, State shall give thirty days (30) notice to Contractor of State's desire for such reassignment. Contractor will then have fifteen (15) days to investigate the situation and attempt, if it so desires, to resolve the situation to the mutual satisfaction of the parties. Should the parties not reach a mutual resolution, then fifteen (15) days thereafter, or thirty (30) days from the date of the notice of reassignment, the State may terminate this agreement by providing written notice.

IX. EVALUATION OF PROPOSALS

Each proposal will be evaluated by a Screening Committee using the following criteria to determine which Contractor is most capable of implementing OSC's requirements. Proposers will be evaluated by the Committee on each service offered. (Not listed in order of importance)

1. The Contractor ability to achieve the desired outcome.
2. The hourly rates of the proposed services.
3. The skill, ability, competence and integrity of the Contractor and Contractor's personnel to deliver such services, including the Contractor's understanding of the project and its purpose and scope, as evidenced by the proposed approach and the level of effort.
4. The past performance of the Contractor. In considering past performance, the screening committee will evaluate the skill, ability, and integrity of the contractor in terms of the contractor's fulfillment of past contract obligations, and experience or lack thereof in delivering the same or similar products and services.

Attachment I

INTENT TO BID FAX FORM

Please fill out the Intent to Bid Form and fax it to 860-702-3662 or email a PDF of the completed form to osc.rfp@ct.gov

*Attention: Steven Cosgrove
OSC Administrative Services Division*

Name: _____

Firm: _____

Title: _____

This is to confirm that we have received the Request for Proposal for the State of

Connecticut. We wish to advise that we **will** **will not** submit a proposal to

provide:

We are not submitting a proposal because

Signature of this form presents your intent to bid.

Signature: _____ *Email address:* _____ *Date:* _____

Note: This form must be received no later than 2:30 p.m. on May 7, 2021 to be considered for selection.

ATTACHMENT II—STANDARD CONTRACT TERMS AND CONDITIONS

SECTION 1

This Agreement (“Agreement”) is made and entered into as of the _____ of _____, 2021 (“Effective Date”) by and between the State of Connecticut by and through the Office of the State Comptroller (“Comptroller”), and _____ (“Contractor”) under the authority of Conn. Gen. Stat. Sections 3-112.

SECTION 2

CONTRACT PERIOD AND DEFINITIONS

This Agreement shall begin effective August 2, 2021 and shall expire on July 31, 2024 and the duties of the Contractor as set forth in Section 4 of this Agreement shall be completed by the Contractor no later than July 31, 2024 (hereinafter “end date”), at which time the parties may agree to extend the Agreement for an additional term, not to exceed two years.

Whenever the following terms or phrases are used in this Agreement, they shall have the following meaning unless the context clearly requires otherwise:

SECTION 3

NOTICE OF CHANGE AND TERMINATION

Unless otherwise expressly provided to the contrary, any other notice provided under this Agreement shall be in writing and may be delivered personally or by certified or registered mail. All notices shall be effective if delivered personally, or by certified or registered mail, to the following addresses:

Comptroller: Office of the State Comptroller
165 Capitol Ave.
Hartford, CT 06106
Attention: Administrative Services Office

Contractor: _____

Any request for written notice under this Agreement shall be made in the manner set forth in this section. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

If for any reason, the Contractor shall fail to fulfill in a timely manner and proper manner its obligations under this Agreement, the Comptroller shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and the reason therefore specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In such event, all records and data prepared by the Contractor under this Agreement shall become available for audit. The Contractor shall not be relieved of liability to the Comptroller for damages sustained by the Comptroller by virtue of any breach of the Agreement by the Contractor, and the Comptroller may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages to the Comptroller is determined.

The Comptroller may terminate this Agreement at any time in the best interests of the State by giving Contractor at least sixty (60) days' notice in writing. If the agreement is terminated by the Comptroller as provided herein, all fees earned up to the date of termination shall accrue and be paid to the Contractor.

**SECTION 4
SPECIFICATION OF SERVICES**

(Insert Outline of Work)

**SECTION 5
COST AND SCHEDULE OF PAYMENTS**

The Contractor shall be compensated for fees based upon work performed, documented, and accepted by the Comptroller. The Comptroller shall pay the CONTRACTOR for services performed under this AGREEMENT as follows:

(Insert fee detail, etc.)

The Contractor shall submit invoices in arrears on a periodic basis, not less often than monthly. Invoices shall, at a minimum, include the Contractor name, the Contract Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses by line item.

Invoices for any services billed by the hour shall include the name and title of the individual providing the services, the dates worked, the number of hours worked each day with a brief synopsis of the work performed, the rate being charged for the individual, and the total cost for that person's work during the billing period.

Invoices for expenses, if allowed, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation as evidence of the actual cost of such expenses.

SECTION 6 OTHER CONDITIONS

A. Entire Agreement

This Agreement embodies the entire agreement between the Comptroller and the Contractor on matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments or modifications of any terms or conditions of the Agreement shall be valid unless reduced to writing and signed by both parties and where applicable approved by the Office of the Attorney General. The Contractor's proposal response was used as determinative in the request for proposal process that resulted in this Agreement.

B. Changes in Service

When changes in the services are required or requested by the Comptroller, Contractor shall promptly estimate their monetary effect and so notify the Comptroller. No change shall be implemented by Contractor unless it is approved by the Comptroller in writing; and, unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in the services. If the Comptroller determines that any change materially affects the cost or time of performance of this Agreement as a whole, Contractor and the Comptroller will mutually agree in writing to an equitable adjustment.

C. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. Contractor shall act as an independent Contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. Contractor shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to the Comptroller hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to the Comptroller, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

D. Laws and Regulations

The Agreement 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 this Agreement that it shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws.

The Contractor agrees that the sole and exclusive means for the presentation of any claims against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

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.

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

Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

E. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel and any Comptroller approved subcontractors necessary to perform the services under this Agreement. Contractor shall advise the Comptroller promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this Agreement. The Comptroller may then, at its option, ask Contractor to arrange for a temporary employee(s) or

subcontractor(s) satisfactory to the Comptroller to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the Comptroller for any economic detriment caused the Comptroller by such subcontract arrangement.

Contractor shall, if requested to do so by the Comptroller, reassign from the Comptroller's account any employee or authorized representatives whom the Comptroller, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the Comptroller shall give ten (10) days' notice to Contractor of the Comptroller's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy the Comptroller that the employee should not be reassigned; however, the Comptroller's decision in its sole discretion after such five (5) day period shall be final. Should the Comptroller still desire reassignment, then five days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from the Comptroller's account.

F. Conflicts, Errors, Omissions, and Discrepancies

In the event of any conflict between the provision of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement shall control.

In case of conflicts, discrepancies, errors, or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by Contractor to the Comptroller for clarification. The Comptroller shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions which are performed by Contractor prior to clarification by the Comptroller shall be at Contractor's risk.

G. Indemnity

Contractor hereby indemnifies and shall defend and hold harmless the State of Connecticut, the Comptroller, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

H. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to the Agreement or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from the Comptroller.

I. Quality Surveillance and Examination of Records

All services performed by Contractor shall be subject to the inspection and approval of the Comptroller at all times, and Contractor shall furnish all information concerning the services.

The Comptroller or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such books and records. The Comptroller will give the Contractor at least twenty-four (24) hours' notice of such intended examination. At the Comptroller's request, the Contractor shall provide the Comptroller with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to the Comptroller's business under this Agreement. The Contractor shall incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by the Comptroller and shall make them available for inspection and audit by the Comptroller.

In the event that this Agreement constitutes a grant Agreement, and the Contractor is a public or private agency other than another state agency, the Contractor shall provide for an audit acceptable to the Comptroller, in accordance with the provisions of Conn. Gen. Stat. Sec. 7-396a.

J. Insurance

The Contractor, at its sole expense, agrees to secure and keep in full force and effect at all times during the term of this Agreement as defined in Section 2 above, a two million dollar (\$2,000,000) liability insurance policy or policies provided by an insurance company or companies licensed to do business in the State of Connecticut. Said policy or policies shall cover all of the Contractor's activities under this Agreement and shall state that it is primary insurance in regard to the, State of Connecticut, the Comptroller, its officers and employees. The State of Connecticut shall be named as an additional insured.

In addition, the Contractor shall at its sole expense maintain in effect at all times during the performance of its obligations hereunder the following additional insurance coverages with limits not less than those set forth below with insurers and under forms of policies approved by the State Insurance Commissioner to do business in Connecticut:

Coverage:

Minimum Amounts and Limits

Workers' Compensation

Connecticut Statutory Requirements

Employer's Liability

To the extent included under Workers'
Compensation Insurance Policy

Adequate comprehensive Vehicle Liability Insurance covering all vehicles owned or leased by Contractor and in the course of work under this Agreement:

- a. Bodily Injury Insurance meeting Connecticut statutory requirements;
- b. Property Damage Insurance meeting Connecticut statutory requirements;

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

Contractor shall deliver Certificates of Insurance relating to all of the above referenced coverages to the Comptroller at the time of the execution of this Agreement as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificate shall provide that no less than thirty (30) days advance notice will be given in writing to the Comptroller prior to cancellation, termination or alteration of said policies of insurance.

K. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the Comptroller or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

L. Promotion

Unless specifically authorized in writing by the Comptroller, the Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials or employees, the seal of the Comptroller, or the seal of the Comptroller:

1. In any advertising, publicity, promotion; nor
2. To express or imply any endorsement of the Contractor's products or services; nor
3. To use the names of the Comptroller, its officials or employees or the Comptroller seal or Comptroller's seal in any manner (whether or not similar to uses prohibited by subparagraphs 1 and 2 above), except as only to manufacture and deliver in accordance with this Agreement such items as are hereby

contracted by the Comptroller, provided however, the use of the State seal shall require specific and express permission from the Secretary of the State.

M. Confidentiality

All data provided to Contractor by the Comptroller or developed internally by Contractor with regard to the Comptroller will be treated as proprietary to the Comptroller and confidential unless the Comptroller agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by the Comptroller or others, which may come into Contractor's possession during the term of this Agreement, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to the Comptroller of the need for the disclosure and will not disclose absent consent from the Comptroller.

N. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to Conn. Gen. Stat. Section 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the Comptroller in Section 3 of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person designated for the Comptroller in Section 3 of this Agreement.

O. Survival

The rights and obligations of the parties which by their nature survive termination or completion of the Agreement, including but not limited to those set forth herein in sections relating to Indemnity, Nondisclosure, Promotion, and Confidentiality of this Agreement, shall remain in full force and effect.

P. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity which it may have with respect to all matters arising out of this Agreement.

Q. Assignment

This Agreement shall not be assigned by either party without the express prior written consent of the other.

R. Severability

If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

S. Headings

The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

T. Third Parties

The Comptroller shall not be obligated or liable hereunder to any party other than the Contractor.

U. Non Waiver

In no event shall the making by the Comptroller of any payment to the Contractor constitute or be construed as a waiver by the Comptroller of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the Comptroller while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Comptroller in respect to such breach or default.

V. Contractor Certification

The Contractor certifies that the Contractor has not been convicted of bribery or attempting to bribe an officer or employee of the Comptroller, nor has the Contractor made an admission of guilt of such conduct which is a matter of record.

SECTION 7

STATUTORY AND REGULATORY COMPLIANCE

A. Health Insurance Portability and Accountability Act of 1996. Notwithstanding the language in Section 7.A.3 of the 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.

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

HIPAA Standards.

- b. "Business Associate" shall mean the Contractor.
- c. "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- e. "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
- f. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- g. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health V Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- h. "Protected Health Information" or "PHI" shall have the same meaning as the term defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
- i. "Required by Law" shall have the same meaning as the term "required by law" in 45C.F.R. § 164.103.
- j. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- k. "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- l. "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- m. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- o. "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

7 Obligations and Activities of Business Associates.

- a. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- b. Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section

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

disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- k. Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection 7.j of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- l. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- m. Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- n. In the event that an Individual requests that the Business Associate (A) restrict disclosures of PHI; (B) provide an accounting of disclosures of the Individual's PHI; (C) provide a copy of the Individual's PHI in an electronic health record; or (D) amend PHI in the Individual's designated record set the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.
- o. Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without (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
- p. Obligations in the Event of Breach.
 - i. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - ii. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than

thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

- iii. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - (A) 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.
 - (B) 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).
 - (C) The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 - (D) 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.
 - (E) 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.
 - (F) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs (A) to (D) inclusive, of 7.p.iii of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
 - (G) 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.

- (H) 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.
- (I) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

8. Permitted Uses and Disclosure by Business Associate.

- a. General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- b. Specific Use and Disclosure Provisions
 - i. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - ii. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- iii. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

9. Obligations of Covered Entity.

- a. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

10. Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

11. Term and Termination.

- a. Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision 7.j of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - ii. Immediately terminate the Contract if Business Associate has

breached a material term of this Section of the Contract and cure is not possible; or

iii. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

c. Effect of Termination.

i. Except as provided in 11.c 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 7.j 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.

ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

12. Miscellaneous Sections.

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

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

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

- B. 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.
- C. 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.
- D. 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.

E. Non-discrimination.

- 1 For purposes of this Section, the following terms are defined as follows:
 - a. "Commission" means the Commission on Human Rights and Opportunities;
 - b. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - c. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - d. "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;
 - e. "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - f. "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;
 - g. "Marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - h. "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;
 - i. "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

- j. “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 (i) 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, (ii) any other state, including but not limited to any federally recognized Indian tribal government, as defined in C.G.S. §1-267, (iii) the federal government, (iv) a foreign government, or (v) an agency of a subdivision, state or government described in the immediately preceding enumerated items (i),(ii), (iii) or (iv).

2.

- a. 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,
- b. Contractor agrees, in all solicitation 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;
- c. the Contractor agree s 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 nor 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 applications for employment;
- d. the Contractor agrees to comply with each provision of this Section and CGS §§ 46a056, 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 CGS §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.

3. 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.
4. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
5. The Contractor shall include the provisions of subsection 2 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.
6. 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.
7.
 - a. 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;

- b. 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;
 - c. 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
 - d. 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.
8. 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.

F. Freedom of Information.

- 1. 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).
- 2. 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.

G. 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.

H. Executive Orders.

This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor’s request, the Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.

I. Campaign Contribution Restriction.

For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of

\$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" attached hereto.

J. Data Security

Pursuant to Connecticut Public Act 15-142, the Parties agree as follows:

1. As used in this Section:
 - a. "Confidential Information" means an 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, personally identifiable information subject to 34 CFR 99, as amended from time to time and protected health information, as defined in 45 CFR 160. 103, as amended from time to time. Confidential Information does not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records that are lawfully made available to the general public.
 - b. "Confidential Information Breach" means an instance where an unauthorized person or entity accesses confidential information that is subject to or otherwise used in conjunction with the Contract in any manner, including, but not limited to, the following occurrences: (i) Any Confidential Information that is not encrypted or secured by any other method or technology that renders the personal information unreadable or unusable is misplaced, lost, stolen or subject to unauthorized access; (ii) one or more third parties have accessed, or taken control or possession of, without prior written authorization from the state, (i) any Confidential Information that is not encrypted or protected, or (ii) any encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (iii) there is a substantial risk of identity theft or fraud of the State's Plan Participants.
2. Pursuant to this Agreement Comptroller will share Confidential Information with Contractor. Contractor at its own expense will protect from a Confidential

Information Breach any and all Confidential Information that it comes to possess or control, wherever and however stored or maintained in a commercially reasonable standard and in accordance with current industry standards.

3. Each Contractor or Contractor Party shall implement and maintain a comprehensive data security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Board or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - a. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - b. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - c. A process for reviewing policies and security measures at least annually;
 - d. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - e. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

4. The Contractor and Contractor Parties shall notify Comptroller and the Connecticut Office of the Attorney General as soon as practicable, but no later than ten (10) days, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties possess or control has been subject to a Confidential Information Breach.

5. If a Confidential Information Breach has occurred and there is a risk of identity theft or fraud to the State's Plan Participants, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Connecticut Commissioner of Administrative Services, the Comptroller and the Connecticut Office of the Attorney General, for review and approval.
 - a. 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.
 - b. 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.
 - c. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time, not to

exceed two (2) years, commensurate with the circumstances of the Confidential Information Breach.

- 6. The Contractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from any State of Connecticut entity or any affected individuals.
- 7. Contractor understands that the Attorney General may investigate any violation of this section. If the Attorney General finds that Contractor has violated or is violating any provision of this section, the Attorney General may bring a civil action in the superior court for the judicial district of Hartford under this section in the name of the state against such contractor. Nothing in this section shall be construed to create a private right of action.
- h. The requirements of this section shall be in addition to the requirements of section 36a-701b of the Connecticut General Statutes as amended by Public Act 15-142, and nothing in this section shall be construed to supersede Contractor's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 P. L. 104-191 "HIPAA", the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, "FERPA" or any other applicable federal or state law.

SIGNATURES AND APPROVAL

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

Contractor

(Corporate/Legal Name of Contractor)

By: _____
Typed/Printed Name and Title of Authorized Official)

Date: _____

Agency

By: _____
Typed/Printed Name and Title of Authorized Official)

Date: _____

Connecticut Attorney General (Approved as to form)

Approved as to form:

Signature

Date: _____

This form is **MANDATORY** and must be completed, signed and returned before your bid can be considered by the Comptroller's Office.

**COMPTROLLER'S AFFIRMATION OF RECEIPT OF SUMMARY
OF STATE ETHICS LAWS**

The undersigned, as a duly authorized officer of the company/firm bidding/negotiating the attached contract, affirms (1) receipt of the summary of State ethics laws for contractors, (2) that key employees of the company/firm have read and understand the summary and (3) that company/firm agrees to comply with the provisions of State ethics laws.

Signature & Title

Date

Company

Name Principal

Address

FEIN/SSN _____
