

State of Connecticut Unemployment Compensation Administration Services RFP

1 Purpose/Introduction

1.1 STATEMENT OF OBJECTIVES

The State of Connecticut (“State”), Office of the State Comptroller (“OSC”), is soliciting proposals to enter into an agreement with a contractor qualified to administer the State Unemployment Compensation program. The contractor must be thoroughly knowledgeable in Connecticut unemployment compensation laws and must fulfill the defined expectations in this Request for Proposal (“RFP”). The contract will be effective for a three-year period beginning October 1, 2024, and ending September 30, 2027. At the Comptroller's option the contract may be extended for up to two additional one-year periods.

1.2 BACKGROUND

Pursuant to Connecticut General Statutes (“C.G.S.”) Section 3-117a, the Comptroller has contracted for the services of an administrator for its Unemployment Compensation program since 1987. The selected Bidder will report to the Office of the State Comptroller's Healthcare Policy & Benefit Services Division (“Division”) and will not operate independently unless specifically requested to do so by the Division. The State is a reimbursable employer with approximately 78,000 active employees. The current unemployment claims contractor is Employers Edge, LLC. A summary of claims activity for the past five years, prepared by Employers Edge, is attached to this RFP as Attachment A.

Attached Document(s): [Attachment A - Claims Activity.xlsx](#)

1.3 SCOPE OF WORK

A. Scope

The Comptroller's Office (“OSC”) will utilize the services of the contractor to administer and manage unemployment compensation claims filed by employees of the State and certain quasi-public agencies whose payroll functions are performed by the State. The contractor selected will provide counseling to State agencies in fulfilling their responsibilities with regard to such claims, represent the State at all administrative hearings involving such claims, and assist with providing employment, income and wage verification services in connection with inquiries from the State Department of Labor (DOL), Social Security Administration, and other governmental agencies.

B. Contractor Responsibilities

1. State's Agent for Unemployment Compensation Claims

The Contractor shall be the State's agent for notices of all Unemployment Compensation claims filed by State employees and employees of certain quasi-public entities. There are currently ---150 agencies with individual State Unemployment Insurance (“UI”) tax identification numbers. The Contractor shall establish itself as the agent of record for the State with the Employment Security Division (ESD) of the DOL in order to facilitate and expedite notice and representation of Unemployment Compensation claims for all named State agencies. In addition, the Contractor shall be the State's agent for receipt of and compliance with employment, wage and income verification requests from the DOL or other governmental agencies, such as Social Security, child support enforcement agencies, etc. Currently, the vast majority of claims, separation information and hearing notices are transmitted using CT-SIDES. SIDES is a software tool that is used to electronically exchange unemployment insurance information with employers. See <https://www.ctdol.state.ct.us/CTSIDES>.

State of Connecticut Unemployment Compensation Administration Services RFP

2. Unemployment Compensation Claims Administration

Upon receipt of the initial Unemployment Compensation claim notice issued by ESD, the Contractor shall examine the employee separation data files, consult with agency personnel to determine the reason for separation, and conduct any necessary investigation to establish the existence of any other current Unemployment Compensation claims for the employee (hereinafter "claimant").

The Contractor shall develop a response (protest) to the claim on behalf of the State and forward the same to the ESD within the time permitted by law.

The Contractor shall enter the claim and all supporting data produced as the result of Contractor's investigation into a computer claims database maintained by Contractor.

Upon receipt of a determination of an Unemployment Compensation claim by the ESD, the Contractor shall make a timely review of the determination. If the determination is favorable to the State, the Contractor shall update the status of the claim in the Contractor's database. In the event the ESD approves the Unemployment Compensation claim, the Contractor shall consult on a timely basis with the appropriate personnel of the employing agency to obtain any required additional information or to clarify any points that have developed since the hearing on the claim. Unless new information is developed which indicates that the determination should not be appealed, the Contractor on behalf of the State shall file a timely appeal. The Contractor shall update its database to reflect each appeal. Upon the conclusion of the appeal process the Contractor shall notify the Division and the claimant's employing State agency of the final disposition of the claim.

3. Audit, Certification of Employment, and Wage Verification

Upon receipt of requests for Audit or Certification of Employment or Wage Verification from the DOL, Social Security Administration, or state courts in connection with wage garnishments, the Contractor shall collaborate with State agencies to retrieve necessary information from the State's payroll files and provide the requested information in the format specified in a timely fashion. A sample Certification of Earnings Form used by the DOL is attached as Attachment B.

Please Note: DOL Audit responses require that wage and income data be furnished in the specified format using a Sunday through Saturday schedule. For most employees, the State's biweekly payroll schedules are based on pay periods beginning on Friday and ending on Thursday. The selected vendor will be expected to work with the State to deliver requested information to the DOL in the required format.

State employees are paid via an Oracle/Peoplesoft mainframe system, known as CORE-CT. The State will arrange for the selected contractor to have access to payroll data to assist with certification of earnings and income verification. Approximately 83% of employees are currently assigned to agencies using the Peoplesoft HRMS Time & Labor and Payroll modules.

The remaining 17% of employees (assigned to the Judicial Department, University of Connecticut Health Center, and Legislative Management) are paid through CORE-CT; however, their time and labor details are not present in the system.

Pay Frequency	Pay Period Days (i.e., Fri-Thurs)	Definition	# of Employees
Monthly	1 st of the Month - Last of the Month	State Legislators	175
Semi-Monthly	1 st of the month - 15 th of the Month 16 th of the month - Last of the Month	Judges, Elected, Appointed Staff	265
Special Bi-Weekly	Friday - Thursday	Graduate Assistants	2,330
Bi-Weekly	Friday - Thursday	All Other Staff	60,140

State of Connecticut Unemployment Compensation Administration Services RFP

C. Level of Activity

The State experienced the following claims activity over the past three years (see Attachment A for additional statistics):

2023	
Claims Processed	4710
Claims Protested	910
Imposter/Fraudulent Claims Protested	2489
Hearings Conducted	74
2 nd Level Appeals Filed	0

2022	
Claims Processed	3727
Claims Protested	1837
Hearings Conducted	44
2 nd Level Appeals Filed	0

2021	
Claims Processed	2247
Claims Protested	599
Hearings Scheduled	49
2 nd Level Appeals Filed	0

Attached Document(s): [Attachment B - Wage Verification Sample.pdf](#)

1.4 **EXPECTATIONS**

The contractor is expected to offer unemployment compensation administration services including, but not limited to:

- A. Evaluation of all pertinent State personnel handbooks and Unemployment Compensation procedures
- B. Processing and storage of employee payroll and separation data relating to unemployment claims.
- C. Processing of all unemployment claim forms; respond promptly and accurately to all claim inquiries.
- D. Contesting all questionable claims and improper determinations.
- E. Auditing the claimant's eligibility, the State's liability, and the benefit period for each claim.
- F. Monitoring, identifying, and reporting patterns of fraudulent claims submissions.
- G. Representing the State at all levels of unemployment compensation hearings, assisting agency personnel to prepare for hearings and conducting factual investigations, representing the State at administrative appeal hearings, including first and second level hearings.
- H. Auditing all benefit charges assessed against the State and contesting all improper charges.

State of Connecticut Unemployment Compensation Administration Services RFP

- I. Ensuring that all disqualifications are fully enforced.
- J. Producing and distributing appropriate management reports.
- K. Providing Unemployment Compensation claims procedure manuals for State management personnel.
- L. Making written and verbal recommendations to reduce Unemployment Compensation costs and implement cost control programs.
- M. Providing timely responses to requests for verification of wages in connection with audits and other requests for information by the State Labor Department in the format required.
- N. Providing timely responses to requests for verification of employment and earnings issued by Social Security Administration and other authorized governmental agencies.
- O. Where time and labor information is not available in CORE-CT data files, and in consultation with the State develop a process for obtaining and transmitting necessary information to DOL and other governmental agencies, in response to audit and income verification requests in a timely manner.

1.5 SELECTION PROCESS AND SCHEDULE

A. Request for Proposals and Response Phase

It is the State's intention to comply with the following schedule:

Date	Activity
July 12, 2024	Release of RFP
July 19, 2024	Bidder Question Deadline by 2:00 PM ET
July 26, 2024	Bidder Questions Answered
August 7, 2024	CLOSING DATE: Electronic Proposals Posted to Proposal Tech by 2:00 PM ET

B. Estimated Dates for Review and Selection Schedule

August 7, 2024 - August 20, 2024	Reading and Scoring of Proposals by RFP Review Committee	
August 21, 2024	Finalist Interviews	See note 1
August 26, 2024	Contractor Selection	
August 27, 2024	Contract negotiations	
August 27, 2024	Implementation Process begins	See note 2
October 1, 2024	Effective date of Contract	

Notes:

1. **Finalist Interviews.** Bidders may be expected to make a presentation in Hartford, Connecticut (virtually) to the RFP Review Committee, followed by a question-and-answer period. The number of finalists to be selected for interviews has yet to be determined. Bidders should keep the date of August 21, 2024 free.

State of Connecticut Unemployment Compensation Administration Services RFP

2. **Implementation.** It is the State's requirement that, following the successful conclusion of contract negotiations, the selected bidder will develop and thereafter follow a work plan with implementation beginning on October 1, 2024.

While the OSC intends to utilize the platform ProposalTech for this RFP, bidders are encouraged to check the State Contracting Portal by filtering by organization for Office of the State Comptroller at: <https://portal.ct.gov/DAS/CTSource/BidBoard> DAS and the OSC website for the most up-to-date information at: <https://www.osc.ct.gov/vendor/rfp.html>.

C. Possible Changes in RFP Requirements or Selection Process

These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective bidders.

This RFP does not commit the State to award a contract. The State reserves the right to reject all proposals, and at its discretion, may withdraw or amend this RFP at any time.

The State may revise and amend the RFP prior to the due date for the proposal. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

The State reserves the right to reject any and all proposals received, for specific reasons, which include, but are not limited to, non-compliance with RFP requirements.

Responses to this RFP will be the primary source of information used in the evaluation process. Each bidder is requested and advised to be as complete as possible in its response. The State reserves the right to contact any bidder to clarify any response or make a presentation.

OSC reserves the right to award any service in whole or in part, if proposals demonstrate that doing so would be in OSC's best interest. OSC also reserves the right to issue multiple awards, no award, cancel, or alter the procurement at any time. In addition, OSC reserves the right to extend the proposed RFP period, if needed. Proposals containing the lowest cost will not necessarily be awarded as OSC recognizes that factors other than costs are important to the ultimate selection of the bidder(s). Proposals provided in response to this RFP must comply with the submittal requirements set forth in later sections, including all forms and certifications, and will be evaluated in accordance with the criteria and procedures described herein. Based upon the results of the evaluation, OSC will award the contract(s) to the most advantageous bidder(s), based on cost and the technical evaluation factors in the RFP. Any contract awarded hereunder shall be subject to the approval of the State Office of the Attorney General in accordance with applicable state laws and regulations.

1.6 INSTRUCTIONS TO BIDDERS

A. Proposal Submission Requirements

1. **ProposalTech Registration** – Go to <http://www.proposaltech.com/home/app.php/register>. Enter your email address into the field provided. No registration code is necessary. Click “Begin Registration.” If you already have an account with Proposal Tech it will be listed on the registration page, if you do not, you will be asked to provide company information. Once your account has been confirmed, check the appropriate box for the RFP you’re registering for and click the “Register” button. An invitation will be mailed to you within fifteen minutes. If you have any questions regarding the registration process, contact Proposal Tech Support at 877-211-8316 x84.
2. **Conformance** - All responses to this RFP must conform to these instructions. Failure to conform may be considered an appropriate cause for rejection of the response.
3. **Communication Blackout Period** - Except as called for in this RFP, Bidders may not communicate about the RFP with any of the following: the Division within the Office of the State Comptroller (OSC); until the successful bidder is selected.

State of Connecticut Unemployment Compensation Administration Services RFP

4. **Questions regarding RFP** - Any questions regarding content or requests for data should be submitted directly through ProposalTech using the "Ask Questions" feature on the main RFP page by the deadline of 2:00 P.M. EDT on July 19, 2024. Questions submitted via ProposalTech from any bidder that is considering a response to this RFP will be answered. Questions via email or telephone will not be accepted. The State reserves the right to provide a combined answer to similar questions. Any and all questions and answers to this RFP will be posted by July 26, 2024 on ProposalTech and on the State's website at: <https://portal.ct.gov/DAS/CTSource/BidBoard> DAS and the OSC website at <http://www.osc.ct.gov/vendor/index.html>. Questions regarding technical issues with the website should be directed to ProposalTech, by calling (877) 211-8316, ext. #4, and asking for support.
5. **Delivery of Responses** - Detailed instructions for the completion and submission of your proposal will be found in the electronic RFP (eRFP) on ProposalTech. ProposalTech will be available to assist you with technical aspects of utilizing the system. All sections must be answered completely and as outlined in the RFP, using ProposalTech. The State reserves the right to ask Bidders follow-up questions through ProposalTech as needed to fully evaluate bidder capabilities.
6. **Deadline for Submission** - Final submissions must be posted with ProposalTech at www.proposaltech.com before the Closing Date and Time, August 7, 2024 at 2:00 pm ET. Access to the eRFP will be locked after that time. Bidders will not be able to post or change their responses.

B. 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. Proposals will not be reviewed until the deadline for submission has passed. By responding to this procurement, bidders agree to accept the Comptroller's determinations as final.
2. **Conformance with Statutes** - Any contract awarded as a result of this RFP must fully conform to all State statutory and regulatory requirements.
3. **Equal Opportunity and Affirmative Action** - The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and applicable state laws and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
4. **Ownership of Proposals** - All proposals in response to this RFP are to be the sole property of the State. The State is not responsible for any costs incurred by any party in responding to this RFP.
5. **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.
6. **Availability of Records** - All records and data used in the process of performing this contract must be available for inspection by the State of Connecticut Auditors of Public Accounts, or other authorized officials, for a period of three (3) years or until audited.
7. **Timing and Sequence** - Timing and sequence of events resulting from this RFP will ultimately be determined by the State.
8. **Stability of Proposed Prices** - Any price offerings from Bidders must be valid for a period of at least one hundred eighty (180) days from the submission date of bidder proposals.
9. **"Not to Exceed" Quotations** - All cost estimates will be considered as "not to exceed" quotations.

State of Connecticut Unemployment Compensation Administration Services RFP

10. **Exclusion of Taxes from Prices** - The State of Connecticut is exempt from the payment of excise, transportation, and sales and use taxes imposed by the federal and state government. Such taxes must be excluded from quoted prices.
11. **Prohibition of Commissions** - The State of Connecticut will contract directly with organizations capable of performing the requirements of this RFP. Bidders 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.
12. **Oral Agreements** - Any alleged oral agreement or arrangement made by a Bidder with any agency or employee will be superseded by the written agreement.
13. **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.
14. **Rejection for Default or Misrepresentation** - The State reserves the right to reject the proposal of any Bidder which is in default of any prior contract or for misrepresentation.
15. **State's Clerical Errors in Awards** - The State reserves the right to correct inaccurate awards resulting from its clerical errors.
16. **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.
17. **Bidder Presentation of Supporting Evidence** - A Bidder, 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.
18. **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 Bidder's expense.
19. **Collusion** - By responding, the Bidder implicitly states that the proposal is not made in connection with any competing Bidder submitting a separate response to the RFP and is in all respects fair and without collusion or fraud.
20. **File Layout/ Submission Requirements** - The selected Bidder must conform to the file layout requirements of the State of Connecticut Core-CT. In addition, all Bidders must confirm that they can access the Core-CT portal address from the Production Supplier Portal URL as set forth below.
21. **Freedom of Information** - After the contract is awarded all materials associated with this RFP and the eventual contract may be subject to disclosure under the Connecticut Freedom of Information Act ("FOIA"), Conn. Gen. Stat. §§1-210 et seq. and all corresponding rules, regulations and interpretations. Any Bidder that submits matter that the Bidder in good faith determines to contain trade secrets or confidential commercial or financial information must label such information as "CONFIDENTIAL" and provide a copy of its redacted RFP response in electronic format, which may be disclosed without objection in the event that the State receives a FOIA request for said proposal.

C. Bidders must include the following information with their submission:

1. **Completed Questionnaire:** must complete the Questionnaire in Section VIII below.
2. **Financial Condition:** If the Bidder is a firm or corporation, include the two most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If a Proposer has been in business for less than two years, such Bidder must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation.
3. **Computer Systems:** Description of on-site computer system(s) Bidder will be using, and any specific file layouts required by Bidder in order to provide employment, wage and income verifications.
4. **Backup Equipment:** Description of alternative backup for all equipment which may be used by Bidder.

State of Connecticut Unemployment Compensation Administration Services RFP

5. **Recommended Implementation Work Plan:** A statement of the Bidder's capacity to provide each of the deliverables specified in Section III of this RFP within the expressed time frame.
6. **Work Samples and Reporting Capability:** A sample of any relevant publications, reports, policy and procedural recommendations, memoranda, etc. from previous consulting engagements that the Bidder transmits to clients on a regular basis concerning the scope of work proposed in this RFP. Include information about website capability and customizable reports and available data that can be provided to the State.
7. **Conflict of Interest:** Disclose any current or past (within the last ten years) business relationships which may pose a conflict of interest.
8. **Regulatory Issues:** Disclose any regulatory problems experienced in the past ten years.
9. **Affirmative Action:** The contract to be awarded is subject to contract compliance requirements mandated by Connecticut General Statutes (C.G.S.) Sections 4a-60 and 4a-60a ; and, when the awarding agency is the State, C.G.S. Sections 46a-71(d) and 46a-81i(d). There are contract compliance regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies (R.C.S.A.), which establish a procedure for awarding all contracts covered by C.G.S. Sections 4a-60 and 46a-71(d). According to R.C.S.A. Section 46a-68j-30(9), every agency awarding a contract has an obligation to consider certain factors when reviewing the bidder's qualifications under the contract compliance requirements. By submitting a bid, the Bidder acknowledges that it has reviewed the applicable statutes and regulations as noted above and is aware of the factors that will be considered by the agency in this area. More information about the State of Connecticut's anti-discrimination requirements is available on the Commission on Human Rights and Opportunities' web site at www.state.ct.us/chro under "Contract Compliance."
10. **Affirmations Concerning Contract and Conditions:** Include a statement that the Bidder has read and accepts the RFP's conditions, the agency's standard contract and conditions, and the State's contract compliance requirements in their entirety and without amendment. (See sample contract, Attachment C.)

D. 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 contract requirements noted in the attached standard contract and must affirmatively state their adherence to these terms and conditions with a transmittal letter appended to their proposal response.

Attached as Attachment B is a sample contract containing standard terms and conditions. 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.

Part I of the standard contract will include the scope of services, contract performance, quality assurance, reports, terms of payment, budget, and other program-specific provisions of any resulting PSA/POS contract.

Part II of the standard contract includes the mandatory terms and conditions, may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General's Office.

Note: Included in Part II of the standard contract is the State Elections Enforcement Commission's notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations. If a bidder is awarded an opportunity to negotiate a contract with the State and the resulting contract has an anticipated value in a calendar year of

State of Connecticut Unemployment Compensation Administration Services RFP

\$50,000 or more, or a combination or series of such agreements or contracts has an anticipated value of \$100,000 or more, the bidder must inform the bidder's principals of the contents of the SEEC notice.

E. Additional Procurement Requirements

The Connecticut Department of Administrative Services ("DAS") has implemented a requirement that all firms seeking to do business with the State must register their business on CTSOURCE. The portal for registering your business is accessible at <https://portal.ct.gov/DAS/CTSource>.

Registering with State Contracting Portal. Respondents must register with the State of CT contracting portal at <https://portal.ct.gov/DAS/CTSource/Registration> if not already registered. Respondents shall submit the following information pertaining to this application to this portal (on their supplier profile), which will be checked by the Agency contact.

- Secretary of State recognition - Click on appropriate response.
- Non-profit status, if applicable
- Notification to Bidders, Parts I-V
- Campaign Contribution Certification (OPM Ethics Form 1):
<https://portal.ct.gov/OPM/FinPSA/Forms/Ethics-Forms>

Firms will have the ability to view, verify and update their information by logging in to their CTSOURCE account, prior to submitting responses to an RFP.

The guide to using CTSOURCE appears at <https://portal.ct.gov/-/media/DAS/CTSource/Documents/CTSourceSupplier-Registration-Portal-User-Guide-Final.pdf>.

If you experience difficulty establishing your firm's account, please call DAS at 860-713- 5095 or send an email to das.ctsource@ct.gov.

If you have difficulty accessing your CTSOURCE account call 1-866-889-8533 or email webprocuresupport@proactis.com.

The OPM Ethics Form, Campaign Contribution Certification must be signed, dated, notarized, and uploaded to CTSOURCE in accordance with the instructions on page 23 of the User Guide.

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

The State of Connecticut's Contract Compliance Forms applicable to State contracts are available at <https://portal.ct.gov/-/media/CHRO/NotificationtoBidderspdf.pdf>. You must complete the bidder Contract Compliance Monitoring Report and upload it to CTSOURCE. 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 CTSOURCE. If not, please explain.

Single, Radio group.

1: Confirmed,

2: Not confirmed, explain: [500 words]

Attached Document(s): [Attachment C - Aug 2023 OSC IT Template Contract \(PSA\).docx](#)

1.7 EVALUATION OF PROPOSALS

A. Evaluation Process

It is the intent of the Comptroller to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful Bidders, and

State of Connecticut Unemployment Compensation Administration Services RFP

awarding contracts, the Comptroller will conform with its written procedures for POS and PSA procurements pursuant to C.G.S. § 4-217 and the State's Code of Ethics pursuant to C.G.S. §§ 1-84 and 1-85. Final funding allocation decisions will be determined during contract negotiation.

B. Evaluation Review Committee

The Comptroller will designate an RFP Review Committee and Committee Chairperson ("Chairperson") to evaluate proposals submitted in response to this RFP. The RFP Review Committee will be composed of individuals, Comptroller staff or other designees as deemed appropriate. The contents of all submitted proposals, including any confidential information, will be shared with the RFP Review Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. The RFP Review Committee shall evaluate all proposals that meet the minimum submission requirements by score and rank ordered and make recommendations for awards. The Comptroller will make the final selection.

C. Minimum Submission Requirements

To be eligible for evaluation, proposals must (1) be received on or before the Closing Date and Time; (2) meet the eligibility and qualification requirements to respond to the procurement; (3) follow the required Proposal Outline; and (4) be complete. Proposals that fail to follow instructions, deviate significantly from the requirements of this RFP, or fail to satisfy these minimum submission requirements will not be reviewed further.

D. Deviations and Negotiation

The Chairperson shall have the sole right to determine whether any deviation from the requirements of this RFP is substantial in nature, and the Chairperson may reject non-conforming proposals. In addition, the Chairperson may waive minor irregularities in proposals, allow a Bidder to correct minor irregularities, and negotiate with eligible Bidders in any manner deemed necessary or desirable to serve the best interests of the State.

E. Evaluation Considerations

Proposals meeting the minimum submission requirements will be evaluated according to the established criteria. Evaluation will be made on the basis of the evaluation criteria discussed below and may include any oral presentation that may be required by the Chairperson, through a recommendation by the technical review committee, at his or her discretion. The criteria are the objective standards that the RFP Review Committee will use to evaluate the technical merits of the proposals. The Chairperson reserves the right to recommend a Bidder for contract award based upon the Bidder's proposal without oral presentations or further discussion. However, the Chairperson may engage in further discussion if he or she determines that it might be beneficial. In such case, the Chairperson will notify those eligible Bidders with whom further discussion is desired. In addition, the Chairperson may permit qualified Bidders to revise their proposals by submitting "best and final" offers, if necessary.

F. Evaluation Criteria

Evaluation Criteria Proposals by Bidders who meet the minimum qualifications will be evaluated by the RFP Review Committee on the basis of the following factors. (These are not listed in order of importance.)

Note: As part of its evaluation of the staffing plan, the Review Committee will review the Bidder's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies §46A-68j-30(10). Each Proposal will be evaluated by an RFP Review committee against the following criteria to determine which contractor is most capable of implementing the State's requirements.

- The benefit of the product or service to the State

State of Connecticut Unemployment Compensation Administration Services RFP

- The price or rate of the product or service, including competitiveness of proposed cost.
- The skill, ability, competence and integrity of the Contractor and Contractor's personnel to deliver such service including the Contractor's understanding of the project's purpose and scope, as evidenced by the proposed approach and the level of effort.
- The past performance of the Contractor. In considering past performance, the review committee will evaluate the skill, ability and integrity of the bidder in terms of the applicant's fulfillment of past contract obligations, and experience or lack thereof in delivering the same or similar services.
- At the Comptroller's option, presentation to the RFP review committee.
- Any other information that the RFP Review committee or the Comptroller deems necessary.

G. Bidder Selection

Upon completing its evaluation of proposals, the RFP Review Committee will submit the rankings of all proposals to the Comptroller. The final selection of a successful Bidder is at the discretion of the Comptroller. Any Bidder selected will be so notified and awarded an opportunity to negotiate a contract with the Comptroller. Such negotiations may, but will not automatically, result in a contract. Any resulting contract will be posted on the State Contracting Portal. All unsuccessful Bidders will be notified by e-mail or U.S. mail, at the Comptroller's discretion, about the outcome of the evaluation and Bidder selection process. The Comptroller reserves the right to decline to award contracts for activities in which the Comptroller considers there are not adequate respondents.

H. Debriefing

Within ten (10) days of receiving notification from the Comptroller that a contract has been awarded, unsuccessful Bidders may contact the Official Contact and request information about the evaluation and Bidder selection process. The email sent date on the notification will be considered "day one" of the ten (10) days. If unsuccessful Bidders still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Comptroller's designee to discuss the evaluation process and their proposals. If held, a debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The Comptroller's designee may schedule and hold the debriefing meeting within fifteen (15) days of the request. The Comptroller will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.

At the conclusion of negotiations resulting in the award of the contract, the Commissioner shall prepare a memorandum setting forth the basis of award including: (1) how the evaluation factors stated in the request for proposals were applied to determine the best qualified proposers; and (2) the principal elements of the negotiations including the significant considerations relating to price and other terms of the contract.

Regulations of CT State Agencies § 4a-52-16(o)

I. Appeal Process

Bidders may appeal any aspect the Comptroller's competitive procurement, including the evaluation and Bidder selection process. Any such appeal must be submitted to the Comptroller in writing. A Bidder may file an appeal at any time after the Closing Date, but not later than thirty (30) days after the Comptroller notifies unsuccessful Bidders about the outcome of the evaluation and Bidder selection process. The email sent date on the notification will be considered "day one" of the thirty (30) days. The filing of an appeal shall not be deemed sufficient reason for the Comptroller to delay, suspend, cancel, or terminate the procurement process or execution of a contract. More detailed information about filing an appeal may be obtained from the Official Contact.

State of Connecticut Unemployment Compensation Administration Services RFP

2 Questionnaire

2.1 Organization and History

2.1.1 State your organization's legal name, address and state of incorporation.

100 words.

2.1.2 Provide a brief overview and history of your company, including a functional organizational chart. Describe any parent/subsidiary/affiliate relationships.

100 words.

2.1.3 Are you currently participating in any alliances or joint marketing efforts? If so, please describe in detail.

Single, Radio group.

1: Yes, please explain: [500 words],

2: No

2.1.4 Indicate how many years your company has been providing unemployment claims administration services.

100 words.

2.1.5 How long has your organization been operational?

100 words.

2.1.6 Is your organization anticipating restructuring or reorganizing in the next two years? (Include any major staff or office relocations or closings.)

Single, Radio group.

1: Yes, please explain: [500 words],

2: No

2.1.7 Have you had a reportable or a reported event related to breaches of your systems and/or breaches where individual information has been compromised? If so, please explain what procedures were implemented to mitigate the risk of reoccurrence.

Single, Radio group.

1: Yes, please explain: [500 words],

2: No

2.1.8 Are there any outstanding legal actions pending against your organization? If so, explain the nature and current status of the action(s).

Single, Radio group.

1: Yes, please explain: [500 words],

2: No

2.1.9 Has your company undergone any change in senior management in the last five years? If so, describe the change in detail.

Single, Radio group.

1: Yes, please explain: [500 words],

2: No

State of Connecticut Unemployment Compensation Administration Services RFP

2.1.10 What was the total staff turnover for 2023?

100 words.

2.1.11 Describe the resources your company maintains to monitor legislation affecting unemployment insurance benefits and how you communicate this information to your clients.

500 words.

2.1.12 If any portion of this contract is to be subcontracted, please set forth the parts to be subcontracted and the reasons for the subcontracting, indicating the percent of total contract to be subcontracted, and the number of years you have worked with the subcontractor, and subcontractor's relevant work history.

500 words.

2.1.13 What is the name and title, telephone number, e-mail address and postal address of the contact person for this RFP?

100 words.

2.1.14 List all owners or organizations that have equity/ownership of your firm. Include any Private Equity partners.

500 words.

2.1.15 A description of the 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.

500 words.

2.1.16 A description of the experience specific to the services requested in this RFP, including the relevant experience of the staff/principal(s) who would be assigned to this project.

500 words.

2.2 Relevant Experience

2.2.1 Give the number of years' experience your company has providing unemployment claims administration services.

100 words.

2.2.2 Identify the number of entities for which you provide unemployment insurance administration by the number of covered employees.

Unemployment Claims Administration Clients by Size	
Number of Employees	Number of Clients
Up 500	<i>100 words.</i>
500 to 5000	<i>100 words.</i>
5000 to 25,000	<i>100 words.</i>
25,000 to 50,000	<i>100 words.</i>

State of Connecticut Unemployment Compensation Administration Services RFP

Over 50,000	100 words.
Total	100 words.

2.2.3 Please provide the requested details about the mix of clients for which you provide unemployment claims processing.

Unemployment Claims Administration by Client Type	
	Number of Clients
Corporate Clients	100 words.
Municipal Clients	100 words.
State Government Clients	100 words.

2.2.4 Identify the number of entities for which you provide income verification or wage audit services?

Wage and Income Verification Clients by Size	
Number of Employees	Number of Clients
Up 500	100 words.
500 to 5000	100 words.
5000 to 25,000	100 words.
25,000 to 50,000	100 words.
Over 50,000	100 words.
Total	100 words.

2.2.5 Describe your methods for protecting the security of demographic and wage information obtained from clients.

500 words.

2.2.6 Have you had any data breaches or security problems involving client data or wage information in the past five years? If so, describe the incidents and the measures implemented by you to correct them.

500 words.

2.2.7 How many unemployment administration clients have you gained in the last three years?

500 words.

2.2.8 How many unemployment administration clients have you lost in the last three years?

500 words.

2.2.9 List the five clients most recently retained by your firm for unemployment claims administration, including the number of employees the client has, annual claims activity and claims expenditures and the year when your company was retained.

500 words.

2.2.10 How many of your clients for unemployment compensation administration are based in Connecticut? Please describe.

State of Connecticut Unemployment Compensation Administration Services RFP

500 words.

2.3 Claims Administration

2.3.1 How many of your staff would be assigned to this account? What percentage of their time would be devoted to this account? Please provide resumes for key account members and the proposed reporting structure.

500 words.

2.3.2 What training is provided to staff regarding Connecticut unemployment compensation law?

500 words.

2.3.3 Describe your processes for receiving and processing claims notices?

500 words.

2.3.4 Describe your experience in working with employer groups and your expectations of your responsibilities for obtaining and preserving protest rights if there is a delay in receipt of claims notices?

500 words.

2.3.5 Describe your approach to resolving claims where State agency sources are being uncooperative in providing necessary information. What steps would you take to resolve the situation?

500 words.

2.3.6 Do you have client experience with government agencies utilizing sworn (Police and Fire) personnel?

500 words.

2.3.7 Describe your client experience with processing unemployment claims for institutions of higher education utilizing large numbers of adjunct and part-time faculty? Indicate your methods for demonstrating reasonable assurance of rehire in connection with claims for unemployment by adjunct and part-time faculty during summer and semester breaks.

500 words.

2.3.8 Describe the decision-making process for reaching a determination that a discharge or voluntary termination (quit) should not be protested. Do you contact the employer to request approval prior to closing out these claims?

500 words.

2.4 Hearing Representation

2.4.1 Please describe how you propose to provide representation at unemployment claims hearings on behalf of the State.

500 words.

State of Connecticut Unemployment Compensation Administration Services RFP

2.4.2 What qualifications are required for your employees to provide hearing representation?

100 words.

2.4.3 What measures are in place to maintain standards and assess the effectiveness of hearing representatives?

500 words.

2.4.4 Describe your hearing representatives' approach to preparing for a hearing.

500 words.

2.4.5 Is it your practice to have representatives conduct investigations and prepare witnesses prior to the hearing taking place?

Single, Radio group.

1: Yes, please explain: [500 words],

2: No

2.4.6 Please describe your process for assisting clients determine whether or not to pursue an appeal of an adverse determination.

500 words.

2.4.7 If an appeal is required describe your process for constructing an appeal and submit two sample appeals.

500 words.

2.5 Auditing, Reporting and Data

2.5.1 Describe your verification process for claims and any process for determining whether overpayment exists.

500 words.

2.5.2 Will you protest overpayment on individual claims?

Single, Radio group.

1: Yes, please explain: [500 words],

2: No

2.5.3 Describe how you will create records and produce reports of claims expenditures to include data on each claim. How many working days will it take to update your systems?

500 words.

2.5.4 Describe your capabilities for generating ad hoc reports and whether you can commit to a 24-hour turnaround for data requests.

500 words.

2.5.5 Can you customize reporting according to State agencies' requests? (including higher education or judicial, or sworn officers)?

500 words.

State of Connecticut Unemployment Compensation Administration Services RFP

2.5.6 Enclose samples of your standard reports.

Single, Radio group.

1: Attached,

2: Not Attached

2.6 Wage Verification and Audit

2.6.1 Describe your process for conducting wage/income verification in response to DOL requests for Certification of Income or Audit.

500 words.

2.6.2 What data fields do you require to perform such verifications?

500 words.

2.6.3 Can you report wage data to DOL in the format required (Sunday through Saturday) notwithstanding that the majority of state employees are paid biweekly using a Friday through Thursday pay cycle?

Single, Radio group.

1: Yes, please explain: [500 words],

2: No

2.6.4 How would you propose to assist the State in providing DOL audit response functions for the approximately 17% of the workforce not currently covered by the CORE-CT Time and Labor and Payroll Modules?

500 words.

2.6.5 Please confirm that, if necessary, you would be able to comply with the following File Exchange Protocol and willing to accept data and provide electronic data feeds in the appropriate State-defined format.

Single, Radio group.

1: Yes, please explain: [500 words],

2: No

2.7 File Exchange Protocol

2.7.1 There are currently two methods for exchanging files with the State's Core-CT system:

1. The carrier logs into the secure Core-CT Production Supplier Portal via https to download files. The URL is <https://coreps.ct.gov/psp/PSPRD/?cmd=login>
2. The carrier logs into the secure Core-CT Axway Server. The URL is <https://sft.ct.gov/> For those using an automated system Axway has a client available at <http://www.axway.com/productssolutions/securetransport>

Testing Requirements

At least one test cycle must be completed successfully prior to going live employing one of the previously mentioned file transports.

State of Connecticut Unemployment Compensation Administration Services RFP

The Core-CT Supplier Portal uses a non-standard port (10400 for Production, 15000 for Test) and that may require action by the carrier's Tech Support area to accomplish this. Vendors must report in their response to this RFP whether they were able to successfully reach the portal sign on page at:

<https://coreps.ct.gov/psp/PSPRD/?cmd=login> or have obtained Axway client software and successfully connected to: <https://sft.ct.gov/>

For testing purposes, the link to the TEST supplier portal is:

<https://corect.ct.gov:15000/psp/PSTPR/?cmd=login&languageCd=ENG&>

Additional information for all parties that exchange data with State's Core-CT system is available at:

<http://www.core-ct.state.ct.us/hrint>

2.8 Fee Proposals and Performance Guarantees

2.8.1 Please provide a fee proposal for unemployment claims administration for the full term of the contract, including two potential one-year extensions, and indicate the assumptions upon which that proposal is based. Provide aggregate rates, along with the total maximum, not to exceed cost per month. Please note that the State pays invoices monthly, in arrears. The State of Connecticut is exempt from the payment excise, transportation, and sales tax imposed by the federal and state governments; accordingly, such taxes must not be reflected in the proposed price.

Single, Radio group.

1: Attached,

2: Not Attached

2.8.2 Please provide a fee proposal for wage verification services for all three years of the contract and disclose the assumptions upon which that proposal is based. Provide aggregate rates, along with the total maximum, not to exceed cost estimate per month.

Single, Radio group.

1: Attached,

2: Not Attached

2.8.3 Describe all performance guarantees and indicate the amount of fees that you will place at risk.

500 words.

2.9 References

2.9.1 Provide five references of current clients of similar plan demographics (e.g., plan size, assets and participant demographics). If possible, provide at least one reference from the State of Connecticut.

	Reference #1	Reference #2	Reference #3	Reference #4	Reference #5
Client Name	50 words.	50 words.	50 words.	50 words.	50 words.
Contact Name	50 words.	50 words.	50 words.	50 words.	50 words.
Address	50 words.	50 words.	50 words.	50 words.	50 words.
Email	50 words.	50 words.	50 words.	50 words.	50 words.
Telephone	50 words.	50 words.	50 words.	50 words.	50 words.

State of Connecticut Unemployment Compensation Administration Services RFP

Services Provided	50 words.	50 words.	50 words.	50 words.	50 words.
Year they became a client	50 words.	50 words.	50 words.	50 words.	50 words.
Number of Employees	50 words.	50 words.	50 words.	50 words.	50 words.
Claims Activity	100 words.	100 words.	100 words.	100 words.	100 words.

2.9.2 Please complete the following table.

	Reference #1	Reference #2
Client Name	50 words.	50 words.
Contact Name	50 words.	50 words.
Address	50 words.	50 words.
Email	50 words.	50 words.
Telephone	50 words.	50 words.
Services Provided	50 words.	50 words.
Year they became a client	50 words.	50 words.
Year they ceased to be a client	50 words.	50 words.
Number of Employees	50 words.	50 words.
Claims Activity	100 words.	100 words.
Reason for Departure	50 words.	50 words.

2.10 Bid Exceptions/Deviations

2.10.1 Completion of this proposal confirms authorization of your ability to duplicate requested services and administrative arrangements. If you are unable to meet ALL requirements and/or are not able to fully comply with the specifications in this Request for Proposal (RFP), please list ALL explanations, limitations, exceptions, and deviations in the attached to this RFP as Attachment D.

Single, Radio group.

1: Completed and attached,

2: No deviations

Attached Document(s): [Attachment D - Bid Exceptions and Deviations Form.docx](#)

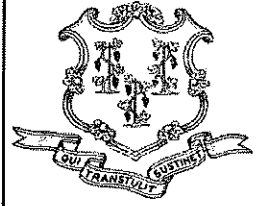
Summary Of Unemployment Activity	01/01/20	01/01/21
	To	To
	12/31/20	12/31/21
Total Claims With Activity	3,851	2,247
Additional Claims or Secondary Issues This Period	292	601
Protestable Claims	1,431	599
Eligible Claims	2,420	1,648
Percentage Of Claims Protested	37.2%	26.7%
Of the Protestable Claims:		
Decided Claims	1,431	599
Pending Claims	0	0
Win Ratio on Decided Claims:		
Favorable Claims	805	446
Unfavorable Claims	626	153
Traditional Claims Win Ratio	56.3%	74.5%
Appellate:		
Hearings During Period	68	49
Appeals To Board (including Employer & Claimant Appeals)	0	0
Hearings as % of Claims Protested	4.8%	8.2%
Liability & Benefit Charges:		
Potential Liability	\$19,233,066.00	\$10,974,801.50
Benefits Charged To Your Accounts	\$9,229,672.50	\$6,404,373.50
Charge Credits Received	(\$33,673.00)	(\$15,059.50)
Net Charges To Date	\$9,195,999.50	\$6,389,314.00
Liability Removed	\$2,538,429.00	\$1,478,886.00
Liability Remaining	\$7,498,637.50	\$3,106,601.50
Average Liability per Claim	\$4,994.30	\$4,884.20

01/01/22	01/01/23	01/01/24
To	To	To
12/31/22	12/31/23	07/02/24
3,727	4,740	706
165	114	14
1,837	3,399	281
1,890	1,341	425
49.3%	71.7%	39.8%
1,835	1,559	142
2	1,840	139
1,760	1,426	85
75	133	57
95.9%	91.5%	59.9%
44	74	68
0	0	0
2.4%	2.2%	24.2%
\$34,009,082.20	\$44,758,834.00	\$4,730,014.00
\$2,844,876.50	\$2,852,282.00	\$441,719.00
(\$15,328.50)	(\$36,845.00)	(\$1,290.00)
\$2,829,548.00	\$2,815,437.00	\$440,429.00
\$15,682,417.00	\$17,074,778.00	\$928,893.00
\$15,497,117.20	\$24,868,619.00	\$3,360,692.00
\$9,125.06	\$9,442.79	\$6,699.74



CONNECTICUT DEPARTMENT OF LABOR

Wage Request



Date Mailed: 06/20/2024

Type: State New Hire Crossmatch

Employer Name: DEPARTMENT OF DEVELOPMENTAL SERVICE
DDS - NORTH REGION

Employer Account Number: [REDACTED]

[REDACTED], SSN [REDACTED] has filed a claim for Unemployment Insurance benefits and we need to determine if proper payment has been made.

The gross earnings must be entered for the calendar weeks. Improper benefit payments affect the general employer experience rate. It is important that you correctly report earnings information so that your account may be properly charged. Your timely response will help us protect the integrity of the Unemployment Insurance program.

Unemployment Compensation is paid on a calendar week basis which begins and ends Saturday midnight. For that reason, you must use a calendar week, not a payroll week to report gross wages for the week in which those wages were earned not when they were paid. Please indicate and explain any payment other than gross wages under "Other Pay", e.g. Separation pay, Vacation pay, Holiday pay, etc.

THE REQUESTED INFORMATION SHOULD BE RETURNED BY 06/30/2024.

Sunday thru Saturday	Gross Earnings (Regular pay)	Hours	Other Pay (Sev., Vac, Hol., etc.)			Claimant Reported Earnings
			Amount	Hours	Type of Payment	
04/21/2024 - 04/27/2024						\$0.00
04/28/2024 - 05/04/2024						\$0.00
05/05/2024 - 05/11/2024						\$0.00
05/12/2024 - 05/18/2024						\$0.00
05/19/2024 - 05/25/2024						\$0.00
05/26/2024 - 06/01/2024						\$0.00
06/02/2024 - 06/08/2024						\$0.00
06/09/2024 - 06/15/2024						\$0.00

Most Recent Hire Date: _____ Last Day of Work: _____

Reason Employee Separated (Lack of Work, Quit, Discharge, etc.): _____

Signature: _____ Title: _____ Phone: (____) _____ Date: _____

www.ct.gov/ReEmployCT

Connecticut Department of Labor
Benefit Payment Control Unit
200 Folly Brook Blvd. Wethersfield, CT 06109
Fax: (860) 263-6343

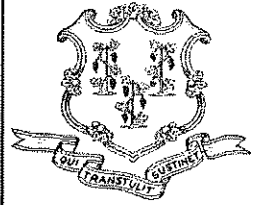

10475733
XMATCHWAGE
07/2022





CONNECTICUT DEPARTMENT OF LABOR

Wage Request



USE ONLY ONE OF THE FOLLOWING METHODS TO RETURN:

Mail: Mail to the Address listed below

Fax: Fax to the number listed below

Do not send payroll printouts. Exclude the following forms of payment from the gross earnings being submitted: bonus, holiday, vacation, severance pay, loans, cash advances and retroactive earnings.

Failure to provide information when requested may result in the issuance of a subpoena in accordance with the provisions of section 31-245 of the Connecticut Statutes.

Agreement By and Between
The Office of the State Comptroller

And

XXXX

This Agreement (“Agreement” or “Contract”) is made and entered into by and between the State of Connecticut by and through the Office of the State Comptroller (“Comptroller,” “Office” or “OSC”) pursuant to Section 3-112 of the Connecticut General Statutes and XXX (“Contract”).

SECTION 1

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings.

- **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
- **Contractor Parties:** A Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- **Goods:** All things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment.
- **Goods or Services:** Goods, Services or both.
- **Perform:** For purposes of this Contract, the verb “to perform” and the Contractor’s performance set forth in this Contract are referred to as “Perform,” “Performance” and other capitalized variations of the term.
- **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in Performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- **Services:** The performance of labor or work, as specified in the Solicitation and as set forth in this Contract.
- **Solicitation:** A State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quote.
- **State:** The State of Connecticut, including the Office and any office, department, board, council, commission, institution or other Office or entity of the State.
- **Termination:** An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.

SECTION 2

CONTRACT PERIOD

This Agreement shall begin upon final approval by the Office of the Attorney General, and shall expire on

XX XX, 202X (hereinafter “end date”), and the duties of the Contractor as set forth in this Agreement shall be completed by the Contractor no later than the end date.

SECTION 3

NOTICE OF CHANGE AND TERMINATION

Unless otherwise expressly provided to the contrary, any notice provided under this Agreement shall be in writing and shall be delivered personally, electronically, by recognized overnight courier service, or by certified or registered mail to the following addresses:

Comptroller:

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

Contractor:

[NAME OF CONTRACTOR]
[ADDRESS OF CONTRACTOR]
Attn: [CONTACT NAME]
CONTACT EMAIL]

Notwithstanding any provisions in this Contract, the Office, through a duly authorized employee, may Terminate the Contract whenever the Office makes a written determination that such Termination is in the best interests of the State. The Office shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

Notwithstanding any provisions in this Contract, the Office, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

The Office shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Office for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Office, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Office all Records. The Records are deemed to be the property of the Office and the Contractor shall deliver them to the Office no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Office for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

Upon receipt of a written notice of Termination from the Office, the Contractor shall cease operations as the Office directs in the notice, and take all actions that are necessary or appropriate, or that the Office may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Office directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase

orders or commitments.

The Office shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Office in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Office is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Office, the Contractor shall assign to the Office, or any replacement contractor which the Office designates, all subcontracts, purchase orders and other commitments, deliver to the Office all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Office may request.

For breach or violation of any of the provisions in the section concerning representations and warranties, the Office may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Office.

SECTION 4

SPECIFICATION OF SERVICES

The Contractor shall provide the following specific services for the program(s) and shall comply with the terms and conditions set forth in this Contract as required by the Office, including, but not limited to: XX

Statement of Work

XXXXXX

Scope of Services

XXXXXX

SECTION 5

COST AND SCHEDULE OF PAYMENTS

XXXXXXX

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.

In accordance with Section 4d-31 of the Connecticut General Statutes, this Agreement is deemed to have incorporated within it, and Contractor shall deliver the Goods and Services in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by Contractor, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

B. 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 its subcontractors.

In accordance with Section 4d-32 of the Connecticut General Statutes, Contractor shall not award a subcontract for work under this Agreement without having first obtained the written approval of the Commissioner of the Connecticut Department of Administrative Services ("DAS") or his/her designee of the selection of the subcontractor and of the provisions of the subcontract.

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.

C. Laws and Regulations.

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

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

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.

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 state and federal laws, regulations, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

D. 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. Both the Contractor and any and all subcontractors shall not perform any services under this contract outside of the United States. Should the Contractor or any subcontractors perform any cell center services to the state, such state business-related call center and customer service work must be performed by state contractors or other agents or subcontractors entirely within this state, except that, if any such contractor, other agent or subcontractor performs work outside this state and adds customer service employees who will perform work pursuant to such new contracts or agreements, such new employees shall immediately be employed within this state, in compliance with Section 31-57aa of the Connecticut General Statutes, as amended.

Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

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.

E. Conflicts, Errors, Omissions, and Discrepancies.

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.

F. Liability and Indemnity

1. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
2. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
3. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
4. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
5. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Office prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Office. The Office shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Office or the State is contributorily negligent.
6. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
7. The Contractor shall not use, raise, or plead the defense of sovereign or governmental immunity in the adjustment or settlement of any Claims against the Contractor arising out of the work performed under this Agreement, or as a defense in any Claims, unless specifically authorized to do so in writing by the Attorney General or its designee.

G. 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.

H. Quality Surveillance, Examination of Records, Audits and Continuity of Services.

Audit and Inspection of Plants, Places of Business and Records.

- a. In accordance with Section 4e-20 of the Connecticut General Statutes, the State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- b. The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents in accordance with Section 4e-30a of the Connecticut General Statutes.
- c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d. The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Agreement. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Agreement's setoff provision.
- e. In accordance with Section 4e-30(a) of the Connecticut General Statutes, the Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- g. The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
- h. Pursuant to Section 4e-30(b) of the Connecticut General Statutes, if the Contractor enters into an amendment to the Contract or subcontract that extends the terms of the Contract or such subcontract, the amendment shall be deemed a new and separate negotiated contract. All records related to the performance of such amendment shall be subject to the record maintenance requirements set forth in Section H(e) of this Contract.

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State

Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.
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I. Insurance.

The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in Contractor's possession or in transit, or while in the Client Office's possession prior to Client Office's Acceptance, except when such loss or damage is due directly to the Client Office's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

Before commencing Performance, throughout the Term and during the time that any provisions survive the Term, the Contractor shall obtain and maintain at its sole cost and expense, the insurance required by this section, including but not limited to, premiums, taxes, audits, commissions, policy deductibles and self-insured retentions. The Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Connecticut and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. The Contractor's insurance policies shall be primary (including primary, excess and umbrella) and non-contributory with respect to any other insurance or self-insurance maintained by or available to the State. All insurance coverage shall be written on an occurrence basis as opposed to a "claims made" basis with the exception of Professional Liability, if applicable, as specified in the Contract. Any failure of Contractor to comply with the claim reporting provisions of its policies shall not affect coverage provided to the State.

Contractor shall provide to the State: (1) a certificate of insurance (2) the declaration page and (3) the additional insured endorsement to the policy to the OSC all in electronic format acceptable to the OSC prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these three (3) documents to the OSC. Contractor shall provide an annual electronic update of the three (3) documents to the OSC on or before each anniversary of the Effective Date during the Term, including each anniversary after the Term for policies requiring continuous coverage or an extended reporting period specified in this Section. The State retains the right to request certified copies of required policies at any time. Contractor's insurance shall not be permitted to expire, be suspended, be cancelled or be materially changed for any reason without thirty (30) days prior written notice to the State.

If the Contractor maintains broader coverage or higher limits than specified in the Contract, the State requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. The Contractor agrees to waive its right of recovery or subrogation against the State and shall obtain any endorsement necessary to affect this waiver of subrogation endorsement from their insurer(s). If applicable, all tiers of Contractor's sub-contractors shall maintain insurance in like form and amounts, including the additional insured requirements and provide certificates of insurance and applicable endorsements to the Contractor prior to the start of the sub-contractor's work.

Acceptance by the OSC of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor arising, directly or indirectly, out of this Contract. The Contractor is responsible for any losses, claims and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or which result from non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, nor shall they be construed to limit or eliminate the liability of the Contractor. Contractor's failure to cooperate and/or comply with any provision of the required insurance policies shall not relieve

the Contractor of any liability or indemnification in favor of the State for losses which otherwise would have been covered by these policies. Failure to comply with any of the indemnification or insurance requirements herein may be held a willful violation and serve as the basis for immediate termination of the Contract. The State retains the option to maintain the insurance coverage and charge the expense to the Contractor, withhold payment for Performance or terminate the Contract.

Commercial General Liability

\$1,000,000 combined single limit per occurrence / \$2,000,000 annual aggregate for bodily injury and property damage. Coverage shall include, personal & advertising injury, premises and operations, independent contractors, products and completed operations, contractual liability and broad form property damage coverage. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent. Contractor shall continue to provide products/completed operations coverage for two (2) years after the Term and during the time that any provisions survive the Term. This coverage shall include liability arising out of work or operations performed by or on behalf of the Contractor. The Contractor shall cause the State and its officers, agents and employees to be named as an additional insured on the policy and amend any Insured vs. Insured language to eliminate any conflicts or coverage restrictions between the respective insureds.

Automobile Liability

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the Performance, then only hired and non-owned coverage is required. If a vehicle is not used in the Performance, then automobile coverage is not required.

Workers' Compensation and Employer's Liability

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the State of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$500,000 for each accident, \$500,000 for disease, and \$500,000 for each employee, per policy period.

Excess / Umbrella Liability

\$2,000,000 per occurrence, following form. Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

Professional Liability

\$10,000,000 per claim and annual aggregate, during the Term, and Contractor shall maintain continuous coverage or obtain an extended reporting period for a period of three (3) years thereafter. The policy retroactive date must be on or before the start of work under the Contract. The policy definition of "Professional Services" shall include the services required in the scope of this Contract.

Information Security Privacy

\$1,000,000 per occurrence or claim/ \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, invasion of privacy violations, information theft, damage to or

destruction of electronic information, release of private information, release of Confidential Information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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.

J. 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.

K. 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 State:

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 State'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.

L. Confidentiality, Ownership Breach, Data Security Breach.

All data provided to Contractor by the Comptroller or developed internally by Contractor regarding the Comptroller will be treated as proprietary to the Comptroller and confidential unless the Comptroller agrees in writing to the contrary or authorizes the release of such information prior to such release. Contractor agrees to comply with Section 4e-70 of the Connecticut General Statutes to forever hold in confidence and protect from confidential information breach 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 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.

The Contractor's responsibilities pursuant to Section 4e-70 shall not be construed to supersede a contractor's P.L. 104-191 (HIPAA) obligations.

Data Security Breach; Protection of Confidential Information.

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

The above Section uses the terms "Confidential Information" and "Confidential Information Breach." Please use the following two definitions for those terms and include them, alphabetized, in the definition section of the contract:

"Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to,

such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

"Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified, regarding consumer data privacy and online monitoring.

Breach

a. If one party (the "Non-breaching Party") determines that the other (the "Breaching Party") has failed to comply with any of the Breaching Party's corresponding Contract obligations (a "Breach"), then the Non-breaching Party shall provide written notice of such failure to the Breaching Party in accordance with this Contract. The Non-breaching Party must provide the Breaching Party an opportunity to remedy the Breach within thirty (30) calendar days from the date of the notice. However, if Contractor is the Breaching Party, then the Office may set forth any remedy period in the notice, so long as that period is otherwise consistent with the provisions of this Contract. The period set forth in the notice is known as the "Remedy Period." The Non-breaching Party shall extend the Remedy Period if it is satisfied that the Breaching Party is making a good faith effort to remedy the Breach, but the nature of the Breach is such that it cannot be remedied within the Remedy Period.

b. If the Office determines that the Contractor has committed a Breach, then the Office may require the Contractor to, and Contractor shall, prepare and submit to the Office a CAP in connection with the identified Breach. Contractor shall provide in the Corrective Action Plan ("CAP") a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, Contractor's assessment or diagnosis of Breach (identifying the deficiencies and factors in reasonable detail, with references to the applicable Specifications), and a specific proposal to remedy or resolve the Breach. Contractor shall submit the CAP to the Office within (10) Business Days following the Office's request for the CAP for the Office's review and approval. Within (10) Business Days of receiving the CAP, the Office must either approve the CAP, or reject it by delivering to Contractor a written explanation for the rejection. If the Office fails to accept or reject the CAP within the (10) Business Days, then the CAP is deemed to have been approved, without more. The Office's explanation for the rejection must include suggestions for changes to the CAP and the Contractor shall address the suggestions in such a manner to make it likely that the Office will approve the CAP when the Contractor re-submits it to the Office for review and

approval. If the Office rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (1) the Office accepts a CAP, (2) the Office waives its right to receive a CAP, (3) Contractor remedies the Breach, (4) the Office waives the Breach, or (5) the Office makes a determination to Terminate this Contract. After the first rejection, each of the parties will have (5) Business Days, instead of (10) Business Days, within which to review the CAP. Each subsequent revision and review will be for up to (3) Business Days each instead of (10) or (5) Business Days.

c. If the Office determines that the Contractor has Breached this Contract, then the Office may withhold payment in whole or in part for any amounts due pending resolution of the Performance issue, provided that the Office notifies Contractor in writing prior to the date that the payment would have been due.

d. For purposes of the Office determining whether there is a Breach under this Contract, or whether any statement in the Representations and Warranties Section of this Contract is false or misleading, the parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself was the subject of the Acts which the Office considers in determining if there was a Breach, or an instance of false or misleading statements, or both.

e. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty-four (24) hours' prior written notice before terminating this Contract.

f. Notwithstanding any provisions in this Contract, the Office may terminate this Contract with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Contract and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach section is subject to the provisions of the Termination Section of this Contract. In case of such revocation or Termination, the Office will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.

g. None of the State's rights under this Breach Section diminishes the State's rights under the Termination Section of this Contract.

Tangible Personal Property. The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Section 12-411b of the Connecticut General Statutes , as follows:

1. For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
2. The Contractor and its Affiliates shall collect the use tax only on items that are subject to the six and thirty-five-hundredths per cent rate of tax.
3. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

4. The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
5. The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
6. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
7. For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in Section 12-1 of the Connecticut General Statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
8. The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

M. Subpoenas.

In the event the Contractor's records are subpoenaed pursuant to Sections 36a- 43 of the Connecticut General Statutes, 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.

N. 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.

O. Sovereign Immunity.

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

P. Assignment.

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

Q. 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.

R. 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.

S. Third Parties.

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

T. 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.

U. 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 AND ADDITIONAL CONDITIONS

Health Insurance Portability and Accountability Act.

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The Client Office is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a “business associate” of the Office, as that term is defined in 45 C.F.R. § 160.103; and

- (e) The Contractor and the Client Office agree to the following in order to secure compliance with HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the “HIPAA Standards”).
- (f) Definitions
- (1) “Breach” shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.
 - (2) “Business Associate” shall mean the Contractor.
 - (3) “Covered Entity” shall mean the Client Office.
 - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
 - (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
 - (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
 - (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
 - (12) “This Section of the Contract” refers to the HIPAA provisions stated herein, in their entirety.
 - (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
 - (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) “Unsecured protected health information” shall have the same meaning as the term as defined in 45 C.F.R. 164.402.
- (g) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.

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

regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (12) Business Associate agrees to comply with any State or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate
 - (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the Individual's PHI;
 - (C) provide a copy of the Individual's PHI in an Electronic Health Record; or
 - (D) amend PHI in the Individual's Designated Record Set the Business Associate agrees to notify the Covered Entity, in writing, within five Days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
 - (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
 - (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.
 - (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of Unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such Breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the Breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A Breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the individual if the Individual is deceased) whose Unsecured protected health information has

- been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
- i. 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.
 - ii. A description of the types of Unsecured protected health information that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - iii. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the Breach.
 - iv. 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.
 - v. 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, contact information for said official.
- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
- (E) If the Covered Entity determines that there has been a Breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a Breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its website 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 Business Associate.

- (G) Business Associate agrees that, in the event of a Breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (h) Permitted Uses and Disclosure by Business Associate.
 - (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (i) Obligations of Covered Entity.
 - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and

administrative activities of Business Associate, as permitted under this Section of the Contract.

(k) Term and Termination.

- (1) Term. The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the Breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity in accordance with Section 11 of the Contract; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination.
 - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten Days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under State or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(l) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the HIPAA Standards means the section as in effect or as amended.
- (2) Amendment. The parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of HIPAA, the HITECH Act and the HIPAA Standards (all as amended).
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with HIPAA, the HITECH Act and the HIPAA Standards (all as amended). Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, HIPAA, the HITECH Act and the HIPAA Standards. (all as amended)
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, the HIPAA Standards, or the HITECH Act (all as amended), 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.

1. **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 Office 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.

E. Nondiscrimination and Affirmative Action Provisions.

Nondiscrimination.

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

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "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;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "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;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "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;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public Office project contract, (2) any other state, including but not limited to any federally recognized Indian tribal

governments, as defined in Section 1-267 of the Connecticut General Statutes, (3) the federal government, (4) a foreign government, or (5) an Office of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of Subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may

request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

F. Freedom of Information.

1. Contractor acknowledges that the Office must comply with the Freedom of Information Act pursuant to Conn. Gen. Stat §§1-200 et seq. ("FOI") 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 Conn. Gen. Stat §1-210(b).

2. **Governmental Function.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public Office and a person for the performance of a governmental function shall (a) provide that the public Office is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public Office pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public Office in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
3. **Rights to and Integrity of Public Records.** In accordance with Conn. Gen. Stat. § 4d-34, (a) neither Contractor, nor any Contractor Parties shall have any Title in or to (1) any public records which Contractor or any Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither Contractor nor any Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which Contractor or any Contractor Parties possess, modify or create pursuant to this Agreement or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 4d-33, as it may be modified from time to time.
4. **Public Records and FOIA.** In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state Office provides to Contractor or any Contractor Parties shall remain a public record for the purposes of subsection (a) of section 1-210 and as to such public records, the State and Contractor shall have a joint and several obligation to comply with the obligations of the state Office under the Freedom of Information Act, as defined in section 1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state Office.
5. **Disclosure of Public Records.** In accordance with Conn. Gen. Stat. § 4d-36, neither Contractor nor any Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Agreement or any contract, subcontract or amendment to a contract or subcontract and (b) which a state Office (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.
6. **Profiting from Public Records.** In accordance with Conn. Gen. Stat. § 4d-37, neither Contractor nor any Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Agreement or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Agreement. For purposes of this section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.
7. **Contractor’s Obligation to Notify DAS Concerning Public Records.** In accordance with Conn. Gen. Stat. § 4d-38, if Contractor or any Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Commissioner of DAS of such violation.

8. **General Assembly Access to Records.** In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to the Office's records that is not less than the access that said committee and such offices have on July 1, 1997.
9. **Continuity of Systems.** This Section is intended to comply with Conn. Gen. Stat. §4d-44.
 - (a) Contractor acknowledges that the system and associated services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under the Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then the Contractor shall cooperate fully with the State, and do and perform all acts and things that the Office deems to be necessary or appropriate, to ensure continuity of state Office information system and telecommunication system facilities, equipment and services so that there is no disruption or interruption in performance as required or permitted in the Contract. The Contractor shall not enter into any subcontract for any part of the performance under the Contract without approval of such subcontract by the State, as required by Conn. Gen. Stat. §4d-32, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to the State or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning the Contract.
 - (b) The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to the State the following:
10. **Facilities and Equipment:** Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, Contractor shall deliver to Office of the State Comptroller, 165 Capitol Ave, Hartford, Connecticut 06106, all facilities and equipment related to or arising out of the Contract, subcontract or amendment, no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver the facilities and equipment to the Office during the Office's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all related passwords and security codes;
11. **Software deliverables created or modified pursuant to the Agreement, subcontract or amendment:** Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the Office of the State Comptroller, 165 Capitol Ave, Hartford, CT 06106, all software deliverables, no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver such deliverables to the Office during the Office's business hours, in good working order, and if equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all deliverable-related operation manuals and other documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Contract, and a list of all deliverable passwords and security codes; and Public Records, as defined in Conn. Gen. Stat. §4d-33, as it may be amended, which the Contractor or Contractor Parties possess or create pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to Office of the State Comptroller, 165 Capitol Ave, Hartford, CT 06106, all Public Records created or modified pursuant to the Contract, subcontract or amendment and requested in writing by the Office (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to the Office those Public

Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. The Contractor shall deliver to the Office, during the Office's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage. 13.If Contractor employs former State employees, it shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. Contractor shall include language similar to this section in all of its contracts with its subcontractors and applicable Contractor Parties, so that they are similarly obligated.

G. Whistleblowing.

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public Office or the Auditors of Public Accounts or the Attorney General under the provisions of Subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this 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 (i) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

Pursuant to Subsection (e)(2)(A) of such statute, an employee of the Contractor may file a complaint against the Contractor with the Chief Human Rights Referee designated under Section 26a-57 of the Connecticut General Statutes, not later than ninety days after learning of the specific incident giving rise to a claim that a personnel action has been taken or occurred.

In accordance with Subsection (e)(5), the affected Office or Contractor may bring a civil action in the Superior Court for the Judicial District of Hartford against an officer or employee of the State, officer or Employee of the Constructor, that takes or threatens to take any action to impede, fail to renew, or cancel a contract between the Office and Contractor in retaliation for the disclosure of information pursuant to subsection (a) of this statute

H. Executive Orders and Other Enactments.

- a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Office's authority to require compliance with the Enactments.
- b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the

listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

- c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this Subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

I. Campaign Contribution Restriction.

The Contractor and its principals shall not make a contribution to or knowingly solicit contributions from the Contractor's employees or from a subcontractor or principals of a subcontractor to the listed committees or candidates in Sections 9-612(f)(2)(A) and 9-612(f)(2)(B).

Any principal of the Contractor shall certify that neither the Contractor or its principals have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of Sections 9-612(f)(2)(A) and 9-612(f)(2)(B), without mitigating circumstances having been found to exist concerning such violation.

For all State contracts, defined in Section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement 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.

J. Large State Contract Representation for Contractor.

Large State Contract Representation for Contractor.

Pursuant to Section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal with a value of \$500,000 or more, represents:

1. That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State Office or quasi- public Office soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State Office, who has supervisory or appointing authority over such State Office or quasi-public Office;
2. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key

- personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
3. That the Contractor is submitting bids or proposals without fraud or collusion with any person.

If the Contractor does not agree to the representations required under such Section, the Contractor shall be rejected and the Office shall award the contract to the next highest ranked proposer, next lowest responsible qualified bidder, or seek new proposals.

K. Large State Contract Representation for Official or Employee of State Office.

Pursuant to Section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State Office official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

L. Iran Energy Investment Certification.

(a) Pursuant to Section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in Subsection (a) of this Section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this Section. A "good faith effort" for purposes of this Subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this Subsection shall be construed to impair the ability of the State Office or quasi-public Office to pursue a breach of contract action for any violation of the provisions of the Contract.

M. Consulting Agreements Representation.

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract.

If such consulting agreement has been entered into, such representation shall include or attach the following: the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such representation shall indicate his or her former Office and the date such employment terminated.

"Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau,

board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts". Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Section 4a-81 of the Connecticut General Statutes.

If the Contractor refuses to agree to the representations required under such Section, the Contractor shall be rejected and the Office shall award the contract to the next highest ranked vendor, next lowest responsible qualified bidder, or seek new proposals.

_____	_____	_____
Consultant's Name and Title	Name of Firm (if applicable)	
_____	_____	_____
Start Date	End Date	Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

Is the consultant a former State employee or former public official? c YES c NO

If YES: _____
Name of Former State Office Termination Date of Employment

N. Access to Contract and State Data.

In accordance with Section 4e-72 of the Connecticut General Statutes, the Contractor shall provide to the Office access to any data, as defined in Connecticut General Statutes §§ 2-90 and §4e-1, concerning the Contract and the Office that are in the possession or control of the Contractor upon demand and shall provide the data to the Office in a format prescribed by the Office and the State Auditors of Public Accounts at no additional cost.

The Office shall keep such data in the form required by the State Auditors and shall provide this data to them and their agents upon demand, in accordance with Section 2-90(g) of the Connecticut General Statutes. The Office may not deny the State Auditors access to this data.

O. Summary of State Ethics Laws.

Pursuant to the requirements of Section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to Section 1-81b of the Connecticut General Statutes, such summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such

contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

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.

IN WITNESS HEREOF, the parties execute this Agreement upon final approval by the Office of the Attorney General.

[CONTRACTOR NAME]

Office of the State Comptroller

By _____
[NAME OF CONTRACTOR, TITLE]

By _____
Comptroller

Date _____

Date _____

Connecticut Attorney General (Approved as to form)

Approved as to form:

Signature

Date: _____

Bid Exceptions and Deviations Form

Proposing Company: _____

Completion of this proposal confirms authorization of your ability to duplicate requested benefits and administrative arrangements. If you are unable to meet ALL requirements and/or are not able to fully comply with the specifications in this Request for Proposal (RFP), please list ALL explanations, limitations, exceptions, and deviations below. Add rows as necessary.

Do not change the formatting of this document. Additional lines may be added, as necessary.

	Question #	Question Text	Exception/Deviation
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			