PERSONAL SERVICE AGREEMENT
STATE OF CONNECTICUT

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OFFICE OF THE STATE COMPTROLLER
CENTRAL ACCOUNTS PAYABLE DIVISION

	(1) ORIGINAL ☐ AMENDMENT ☒ 5	(2) IDENTIFICATION NO. 09DSS2902YF / 999HP-CCS-01
CONTRACTOR For DSS For HP	(3) CONTRACTOR NAME: HEWLETT-PACKARD STATE & LOCAL ENTERPRISE SERVICES,	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? YES ☐ NO ☒
	CONTRACTOR ADDRESS: 5400 Legacy Drive, Mailstop:H4-1H-13, Plano, TX 75024	CONTRACTOR FEIN/SSN: 36-4172737
STATE AGENCY	(5) AGENCY NAME AND ADDRESS: Department of Social Services, 25 Sigourney Street, Hartford, CT 06106	(6) AGENCY NO: DSS6000
CONTRACT PERIOD	(7) DATE (FROM): 01/01/05 THROUGH (TO): 06/30/2014	(8) INDICATE: MASTER AGREEMENT ☐ CONTRACT AWARD ☐ NO NEITHER ☒
CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT).	(9) REQUIRED NO. OF DAYS WRITTEN NOTICE: 30 days

COMPLETE DESCRIPTION OF SERVICE

For DSS

For HP

(10) CONTRACTOR AGREES TO: (Include special provisions – Attach additional blank sheets if necessary.)

Continue services support of the Child Care Management Information System (CCMIS) by Hewlett-Packard State & Local Enterprise Services, Inc. (HPSL) from July 1, 2012, through June 30, 2014, and continue the FileNet software maintenance ~~from January 1, 2013, through December 31, 2014~~.

This Amendment No. 5 includes services support by HPSL for CCMIS and the interface between FileNet and CCMIS from July 1, 2012 through June 30, 2014. ~~This Amendment No. 5 does not include HPSL services support for the interface between FileNet and CCMIS after June 30, 2014, despite the fact that the FileNet software maintenance will continue through December 31, 2014.~~ The Department acknowledges and agrees that HPSL will no longer act as the intermediary between the third party FileNet maintenance provider and the State if CCMIS services support is not renewed with HPSL prior to June 30, 2014.

COST AND SCHEDULE OF PAYMENT

(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Additional dollars are added for the continued services support of CCMIS and annual FileNet software maintenance.

(12) ACT CD	(13) DOC TYP	(14) COMTY P	(15) LSE TYP	(16) ORIG. AGCY	(17) DOCUMENT NO	(18) COMMIT AGCY	(19) COMMIT NO	(20) VENDOR FEIN/SSN – SUFFIX
						DSS6000		36-4172737

(21) COMMITTED AMOUNT	(22) OBLIGATED AMOUNT	(23) CONTRACT PERIOD (FROM/TO)

(24) Line No	(25) Budget Reference	(26) Fund	(27) Department	(28) Program	(28) SID	(29) Account	(30) Project/Grant	(31) Chart 1	(32) Chart 2	(33) Amount
										$ 1,104,000

The State Agency and the Contractor as listed herein hereby enter into an agreement subject to the terms and conditions stated herein and/or attached hereto subject to the provisions of Section 4-98 of the C.G.S. as applicable

ACCEPTANCE AND APPROVALS

This document may be executed in counterpart.

(34) STATUTORY AUTHORITY §§ 4-8, 17b-3, 4-98

[redacted]

(35) TITLE: Mike Poth, District Manager — (36) DATE: 8/24/12

(37) TITLE: Frederick L. Brenny, Commissioner — (38) DATE: 8/28/12

[redacted]

ASSOC. ATTY. GENERAL Joseph Rubin — (39) DATE: 9/4/12

The Agreement amends Contract number 05DSS2902IH by and between the Department of Social Services (the "Department") and Hewlett Packard State & Local Enterprise Services, Inc. ("HPSL") (jointly known as the "Parties") for the provision of the Child Care Management Information System ("CCMIS") and some software needs, as previously amended The Parties agree that:

1. The total contract value is increased by $1,104,000.00 from $4,236,372.00 to $5,340,372.00.
2. As a ministerial correction, this amendment shall be numbered 5 to represent the Fifth Amendment made to Contract Number 09DSS2902YF. The prior amendments made to the original contract, Contract Number 05DSS2902IH, remain in full force and effect unless they have been amended previously. The original contract, the two amendments under the 05 contract number and the 5 amendments made to the 09 number all constitute one, binding, legal document but for administrative purposes the Department had to alter the numbers when the Contractor's name changed from Saber Software, Inc. to Hewlett-Packard State & Local Enterprise Services, Inc.
3. Payments shall be paid in accordance with the schedule below for annual FileNet software support and maintenance.

For DSS

For HP

~~HPSL services support for CCMIS and the interface between FileNet and CCMIS cease after June 30, 2014, despite the fact that the FileNet software maintenance will continue through December 31, 2014.~~ The Department acknowledges and agrees that HPSL will no longer act as the intermediary between the third party FileNet maintenance provider and the State if CCMIS services support is not renewed with HPSL prior to June 30, 2014.

The Parties hereby agree to further amend the Contract as follows:

1. Part 3 of the Contract ("Budget and Payment Provisions") is amended in the following ways:
   A. Section 1 ("Customer Service Center") is amended by the addition of the following language:
   Year 9 begins January 1, 2013; and
   Year 10 begins January 1, 2014

   B. Section 4 ("Payment Provisions") A is deleted and replaced in its entirety with the following:
   "The maximum value of this contract for the period January 1, 2005 through June 30, 2014 shall not exceed $5,340,372.00."

   C. Section 4 ("Payment Provisions") B is amended by the addition of the following language:
      i. 31. A thirty-first payment equal to $102,000 on or about July 15, 2012.
      ii. 32. A thirty-second payment equal to $102,000 on or about October 15, 2012.
      iii. 33. A thirty-third payment equal to $240,000 on or about January 15, 2013. This payment shall include the amount for annual FileNet software maintenance. ~~for January 1, 2013 through December 31, 2013~~.
      iv. 34. A thirty-fourth payment equal to $102,000 on or about April 15, 2013.
      v. 35. A thirty-fifth payment equal to $105,000 on or about July 15, 2013.
      vi. 36. A thirty-sixth payment equal to $105,000 on or about October 15, 2013.
      vii. 37. A thirty-seventh payment equal to $243,000 on or about January 15, 2014. This payment shall include the amount for ~~annual~~ FileNet software maintenance. ~~for January 1, 2014 through December 31, 2014. June 30, 2014~~.
      viii. 38. A thirty-eighth payment equal to $105,000 on or about April 15, 2014.
      ix. Any required travel necessary to support this Contract will be at the request of the Department, pre-approved in writing and reimbursed by the Department.

For DSS

For HP

   D. Section 4 ("Payment Provisions") D is deleted and replaced in its entirety with the following:
   "The Contractor shall submit a written request for payment on a quarterly basis. Each payment request must be submitted in accordance with this Section 4 and provide the required information for the DSS W-1270 Form to the Department's Contract Manager as identified in Part 4 Section 1.7 LIAISON AND NOTICES. Request for payment will be honored and funds released based on submission of the written request, the DSS W-1270 Form and the Contractor's satisfactory compliance with the terms of the Contract."

2. Part 4 of the Contract, Mandatory Terms and Conditions is amended in the following ways:
   A. Section 1.2 ("Contract Term") is deleted and replaced in its entirety with the following:
   "The Contract term shall be from January 1, 2005 through June 30, 2014."

B. Section 1.7 B ("Liaison and Notices") is amended to provide that notices to the Contractor shall be directed to:

Hewlett-Packard State & Local Enterprise Services, Inc.
Attention: SLED CT CCMIS Account Executive
13600 EDS Drive
Mail Stop: 6S-B21
Herndon, Virginia 20171
Telephone Number: 704-779-3879

and payments to the Contractor shall be directed to:
Hewlett-Packard State & Local Enterprise Services, Inc.
P.O. Box 848433
Dallas, TX 75284

C. Section 5.2 ("Key Persons") is amended by the addition of the following language:
"D. HP may utilize any of its facilities at any location to meet the requirements of this Contract."

D. Section 5.3 ("Non-Discrimination Regarding Sexual Orientation") as set forth in Amendment 2 is deleted and replaced by the following section:

Non-discrimination.

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

(1) "Commission" means the Commission on Human Rights and Opportunities;
(2) "Contract" and "contract" include any extension or modification of the Contract or contract;
(3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
(4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
(7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

(b)

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

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

(3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

(5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract

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

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and

(4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

For DSS

For HP

E. The following language is added as Section 2.5 ("Protection of Confidential Information"):

Protection of Confidential Information.

(a) "**Confidential Information**" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the

Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

(b) **"Confidential Information Breach"** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (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.

(c) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Personal 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.

(d) Each Contractor or Contractor Party shall implement and maintain a comprehensive data security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information, all as set forth in Exhibit D. 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.

(e) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Personal Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

(f) 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.

(g) 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.

This document constitutes an amendment to the above numbered contract. All provisions of that contract, except those explicitly changed or described above by this amendment, shall remain in full force and effect.

EXHIBIT

D

Bureau of Enterprise Systems and Technology

Network Security Policy and Procedures

Version: 2.1

Purpose
PolicyStatements
Planning and Reporting Responsibilities
Scope
Definitions

Purpose

The Chief Information Officer for the State of Connecticut and the Department of Information Technology have established this policy and reporting requirements, and associated standards to assure that critical information is protected and data flow is not interrupted by unauthorized access.

Policy Statements

The following policy statements are abstracted from the official State of Connecticut Network Security Policy.

1. All information travelling Over State computer networks that has not been specifically identified as the property of other parties will be treated as though it is a State asset. If there is no primary agency designated to administer this information, DOIT will become the steward of this data until another agency is designated. It is the policy of the State to prohibit unauthorized access, disclosure, duplication, modification, diversion, destruction, loss, misuse, or theft of this information.
2. In addition, it is the policy of the State to protect information belonging to third parties--that has been entrusted to the State in confidence--in the same manner as private sector trade secrets as well as in accordance with applicable contracts.
3. All computers permanently or intermittently connected to State of Connecticut networks, and all DOIT computers that intermittently or continuously connect to an internal or external network must employ password-based access controls. All users must be positively identified prior to being able to use any multi-user computer or communications system resources.
4. The computer and communications system privileges of all users, systems, and independently operating programs (such as "agents") must be restricted based on the need-to-know.
5. Participation in external networks as a provider of services that external parties rely on is expressly prohibited unless the Agency System Administrator has identified, in writing, the security risk involved and submitted those risks to the Security Oversight Committee, and the Chief Information Officer has expressly accepted these and other risks associated with the proposal.
6. Any modification in existing Network/Systems configurations, that is in contrast to the Statewide Security policy must be submitted for approval to the Security Oversight Committee.
7. Each agency that has existing dial-up lines/modems today must submit a request for consideration of approval to the Security Oversight Committee.
8. Wireless communications, or other broadcast technologies, must not be used for data transmission containing State "confidential" or "restricted" data unless the connection is encrypted and has an acceptable level user authentication.
9. Third party vendors must NOT be given dial-up privileges to State computers and/or

networks unless the involved system administrator determines that they have a bone fide need. These privileges must be enabled only for the time period required to accomplish the approved tasks (such as remote maintenance).

10. All users wishing to use the State internal networks, or multi-user systems that are connected to the State internal networks, must sign a compliance statement prior to being issued a user-ID.
11. Confidential or restricted data in unencrypted format is prohibited on State mobile computing and storage devices. Please see the State Policy on mobile computing and storage devices for additional guidance and requirements.

Implementation of the Policy

An Implementation Committee, composed of DOIT and other agency IT staff, will assist agencies in gaining initial compliance with this policy. The Implementation Committee will review the following actions by agencies:

a. Designate an information security liaison.
b. Each agency must determine what agency information is confidential or restricted, and submit this information in writing.
c. Each agency that has existing dial-up lines/modems today must submit a request for review and approval.

An Agency that has it's own Internet connection today, must submit the following information:

a. Name of the Internet Provider and line speed of the circuit.
b. Model and type of Firewall hardware and software.
c. Port numbers that are opened in the Firewall.

The Security Oversight Committee will initially review:

a. Agency developed security policies.
b. Any modification in existing Network/Systems configurations that may not conform to the Statewide Security policy.

Agency Planning and Reporting Responsibilities

Planning:

1. Each State agency will develop it's own network security policy. The agency security policy will address:
    a. System Access Control which includes how to choose passwords, how to set-up passwords and log-in/log-off procedures,
    b. System Privileges; limiting system access, process for granting system privileges and the process for revoking system privileges and Establishment of Access Paths;
    c. Computer Network Changes; conditions for participation in external networks, policy for initiating sessions via dial-up lines, establishing wireless communications and discussion of computer viruses, worms, and Trojan horses.
2. Each agency, must determine what agency information is confidential or restricted
3. The agency network security policy will be incorporated in the agency's Information Technology plan and architecture document.

Reporting:

1. Any modification in existing Network/Systems configurations, that is in contrast to the

Statewide Security policy must be submitted for approval to the Security Oversight Committee

2. Any agency that has its own Internet connection today or will have in the future, must submit the following information to the Security Oversight Committee:
   a. Name of the Internet Provider and line speed of the circuit
   b. Model and type of Firewall hardware and software.
   c. Port numbers that are opened in the Firewall.

Compliance:

1. Each agency must submit it's own Network Security Policy to the Security Oversight Committee for review and approval.
2. Each State Agency must have a designated information security liaison. The name, telephone number and email address of the individual or individuals must be sent to Mark Reynolds at mark.reynolds@po.state.ct.us. This information must come from the Commissioner or IT Manager level.

Any modification in existing Network/Systems configurations, that is in contrast to the Statewide Security policy must be submitted for approval to the Security Oversight Committee.

Scope

This policy applies to the following entities: any State of Connecticut agency, institution, office, department, commission, council or instrumentality that utilizes State owned and maintained data networks in the conduct of its business.

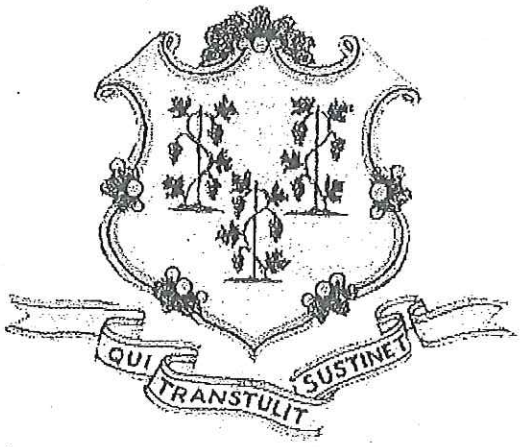
Definitions

State Agency:
For the purposes of this policy, the term State Agency refers to any State of Connecticut agency, institution, office, department, commission, council or instrumentality.

Compliant:
For the purposes of this policy, an agency's network security policy will be considered compliant when it meets the criteria defined in, and/or performs as described in, the State Network Security Policy.

Health Insurance Portability and Accountability Act

State HIPAA Security Policy



State of Connecticut

Release 2.0
November 30th, 2004

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Executive Summary

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires covered entities and covered components of hybrid entities to comply with 54 standards and implementation specifications regarding the protection of electronic protected health information (ePHI) and information technology (IT) resources that store, process, access, and/or transmit ePHI. The standards and implementation specifications are defined in the HIPAA regulations, 45 C.F.R. Subpart A of Part 160 and Subparts A and C of Part 164 (HIPAA Security Rule).

The Department of Information Technology (DOIT) is the state agency charged by state statute to develop and administer integrated policies and standards pertaining to information and telecommunication systems for all state agencies. *See* Conn. Gen. Stat. §§ 4d-1, *et seq.* As directed by the State Chief Information Officer (CIO), DOIT has established within it the IT Security Unit (ITSU). The ITSU is responsible for establishing and overseeing information security functions that must exist for all state agencies. These information security functions include developing and administering policies, security audits and assessments, security tools, security operations, security investigations, security awareness, and risk management pertaining to the potential loss or disclosure of IT assets and electronic information.

The ITSU, in collaboration with agencies, developed the State HIPAA Security policies and centralized procedures to be followed by those state agencies that are covered entities for the purpose of compliance with the HIPAA Security Rule. State HIPAA Security policies and centralized procedures will be administered by the ITSU. In addition to centralized procedures, decentralized (agency developed) procedures will be developed as directed by policy. A Business Associate Memorandum of Understanding between DOIT and each covered entity agency will be developed to establish responsibilities.

As of this revision date, the following state agencies have been identified as covered entities or hybrid entities.

1. Department of Administrative Services
2. Department of Children and Family
3. Department of Social Services
4. *Department of Public Health**
5. Department of Metal Retardation
6. Department of Mental Health and Addiction Services
7. *University of Connecticut**
8. University of Connecticut Health Center
9. Department of Veterans Affairs
10. Teachers Retirement Board

**For purposes of this policy the agency has been declared a "hybrid entity" wherein only the agency's covered components are subjected to State HIPAA Security Policies and Procedures.*

Implementation and Enforcement: The agency heads of the above-referenced covered entities, and their designees, along with the ITSU, are responsible for establishing, implementing, and enforcing State HIPAA Security policies and procedures. State HIPAA Security policies and procedures do not preempt any existing or similar laws or policies.

Scope: The State HIPAA policies and procedures apply to all ePHI and IT resources that store, process, have access to, and/or transmit ePHI held by the covered entities and covered components of hybrid entities.

Policy Definitions

For the purposes of the State HIPAA Security Policy and Procedures, the following terms have been defined.

1. Access – The ability or the means necessary to read, write, modify or communicate data/information or otherwise use any system resource.
2. Access Control – The process that limits and controls access to resources of a computer system; a logical or physical control designed to protect against unauthorized entry or use.
3. Access Control Mechanisms – Hardware, software, or firmware features and operating and management procedures in various combinations designed to permit authorized, and detect and prevent unauthorized access to a computer system.
4. Access Rights – Also called "permissions" or "privileges", these are the rights granted to users by the Agency. Access rights determine the actions users have been authorized to perform (e.g., read, write, execute, create and delete).
5. Agency – see covered entity.
6. Agency Security Official – The individual designated by the Agency who is responsible at that Agency for the development and implementation of the policies and procedures required by the HIPAA Security Rule.
7. Application – A computer program or set of programs that processes records for a specific function.
8. Application Controls – These refer to the transactions and data relating to computer-based applications whose purpose is to ensure the completeness and accuracy of records and the validity of the entries in the records. Applications controls may be manual or programmed, and the records and entries may result from both manual and programmed processing. Examples of application controls include, but are not limited to, data input validation, agreement of batch totals and encryption of data transmitted.
9. Audit – A methodological examination and review of an Agency's implementation of HIPAA Security Policies and Procedures.
10. Authentication – The corroboration that a person is the one claimed. Authentication is the act of verifying the identity of a user and the user's eligibility to access computerized information. Authentication is designed to protect against fraudulent logon activity. It also can refer to the verification of the correctness of a piece of data.
11. Backup – Exact copies of files and data, and the necessary equipment and procedures available for use in the event of a failure of applications or loss of data, if the originals are destroyed or systems are not functioning.
12. Business Associate – A person or organization that performs, or assists in the performance of a function or activity on behalf of a covered entity, any function or activity involving the use or disclosure of ePHI, or any other function or activity regulated by HIPAA, or provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services of ePHI.

13. Business Continuity Plan – Also known as contingency plan. A document describing how an organization responds to an event to ensure critical business functions continue without unacceptable delay or change.
14. Business Continuity Planning – Business continuity is the ability to maintain the constant availability of critical systems, applications, and information across the enterprise.
15. Centralized Procedures – Procedures that are developed and administered by the ITSU pertaining to the HIPAA Security Rule and that must be implemented by all Agencies.
16. CIO – State of Connecticut Chief Information Officer and the administrative head of the Department of Information Technology.
17. Covered Entity (CE) – A health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by HIPAA. For purposes of these policies and procedures, covered entities include all the state agencies, or covered components of hybrid entities, listed in the Executive Summary.
18. Data Owners – Individuals employed by state agencies, who have been given the responsibility for the integrity, accurate reporting, and use of computerized data.
19. Decentralized Procedures – Procedures that are developed, administered and implemented by the Agencies that are Agency specific.
20. Department of Information Technology (DOIT) – The state agency that is responsible for developing and implementing policies and architecture pertaining to information and telecommunications system for state agencies.
21. Disaster Recovery Plan – A documented plan that provides detailed procedures to facilitate recovery of capabilities at an alternate site.
22. Disaster Recovery Planning – Disaster recovery refers to the immediate and temporary restoration of critical computing and network operations after a natural or man-made disaster within defined timeframes. An organization documents how it will respond to a disaster and resume the critical business functions within a predetermined period of time; minimize the amount of loss; and repair, or replace, the primary facility to resume data processing support.
23. Electronic Protected Health Information (ePHI) – Agency information that is individually identifiable health information that is transmitted by electronic media or maintained in electronic media.
24. Encryption – A technique (algorithmic process) used to transform plain intelligible text by coding the data so it is unintelligible to the reader.
25. Health Care Clearinghouse – A public or private entity, including a billing service, repricing company, community health management information system or community health information system, and "value added" networks and switches, that either processes or facilitates the processing of health information.
26. HIPAA – The Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder.
27. Hybrid Entity – A Hybrid Entity has programs or functions considered to be those of a Covered Entity; however the functions covered by HIPAA are not the agency's primary function or "dominant mission".

28. Information Security – Administrative, physical and technical controls that seek to maintain confidentiality, integrity and availability of information.

29. Information Technology (IT) Resources – IT resources are tools that allow access to electronic technological devices, or are electronic technological devices themselves that service information, access information or is the information itself stored electronically. These resources include all state-supplied computers and servers; desktop workstations, laptop computers, handheld computing and tracking devices; cellular and office phones; network devices such as data, voice and wireless networks, routers, switches, hubs; peripheral devices such as printers, scanners and cameras; pagers, radios, voice messaging, computer generated facsimile transmissions, copy machines, electronic communication including email and archived messages; electronic and removable media including CD-ROMs, tape, floppy and hard disks; external network access such as the Internet; software, including packaged and internally developed systems and applications; and all information and data stored on State equipment as well as any other equipment or communications that are considered IT resources by DOIT.

30. Information Technology Security Unit (ITSU) – The unit within DOIT under the direction of the CIO that is responsible for overall information security functions for the executive branch of State government. Information security functions include policy administration, security audits and assessments, security tools, security operations, security investigations, security awareness training, and risk management pertaining to the potential loss or unauthorized disclosure of IT resources and electronic information.

31. Logical Access Control – The policies, procedures, organizational structure and electronic access controls designed to restrict access to computer software and data.

32. Malicious Software – Software, for example, a virus, designed to damage or disrupt a system.

33. Password – A protected, generally computer-encrypted string of characters that authenticate an IT resource user to the IT resource.

34. Preventive Controls – Controls designed to prevent or restrict an error, omission or unauthorized intrusion to IT resources.

35. Risk Analysis – An assessment of the potential risks and vulnerabilities to the confidentiality, integrity and availability of IT resources.

36. Risk Management – The process of identifying, measuring, controlling and minimizing or eliminating security risks that may negatively affect information systems.

37. Security Incident – The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

38. Unique User Identifier – A unique set of characters assigned to an individual for the purpose of identifying and tracking user identity.

39. Workforce Member (User of an Information Technology Resource) – Employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity, is under the direct control of such entity, whether or not they are paid by the covered entity.

1. HIPAA Administration Policy

Purpose: The purpose of the policy is to comply with the HIPAA Security Rule's requirements pertaining to policies and procedures and documentation requirements and the appointment of a security official.

1.1. Agencies shall adopt and follow the State HIPAA policies and procedures.

1.2. The agency heads and their designees, along with the ITSU, are responsible for establishing, implementing, and enforcing State HIPAA Security policies and procedures. State HIPAA Security policies and procedures do not preempt any existing or similar laws or policies.

1.3. The State HIPAA policies and procedures apply to all ePHI and IT resources that store, process, have access to, and/or transmit ePHI held by the covered entities and covered components of hybrid entities.

1.4. The following policies shall be adopted and enforced as applicable.

1.4.1. HIPAA Administrative Policy

1.4.2. Security Awareness and Training Policy

1.4.3. Acceptable Use and Sanction Policy

1.4.4. Information Technology Access Policy

1.4.5. Information Technology Security Policy

1.4.6. Information Technology Activity Review and Logging Policy

1.4.7. Incident Response and Reporting Policy

1.4.8. Information Technology Resource Management Policy

1.4.9. Facility Security Policy

1.4.10. Business Continuity Planning & IT Disaster Recovery Policy

1.4.11. Risk Management and Audit Policy

1.4.12. Business Associate Contracts Policy

1.4.13. Isolating Health Care Clearinghouse Policy

1.5. Policies and procedures shall be reasonable and appropriate to comply with the standards, implementation specifications, or other requirements of the HIPAA Security Rule, taking into account the size, complexity, and capabilities of the Agency; the Agencies technical infrastructure, hardware, and software capabilities; the costs of security measures; and the probability and criticality of potential risks to ePHI.

1.6. Centralized procedures shall be developed by the ITSU for those procedures that are to be used by all agencies. Agencies shall develop decentralized procedures that must be specific to their state agency to define specific operational steps for policy compliance.

1.7. Guidelines that set forth "best practices" shall be developed by the ITSU for the purpose of assisting Agencies to comply with policies and procedures.

1.8. Policies, procedures, and guidelines shall be documented and stored, by the Agencies and the ITSU, in paper form or electronically.

1.9. HIPAA Security Rule policies and procedures and actions, activities or assessments required by the HIPAA Security Rule, including but not limited to, risk analysis, evaluations, and documentation related to security incidents and their outcomes, shall be maintained for six years from the creation date or the date when it last was in effect, whichever is later.

1.9.1. Documentation shall be made available to anyone responsible for implementing, managing, and auditing the procedures to which the documentation pertains.

1.9.2. Documentation shall be reviewed, updated and modified, as needed, if environmental or operational changes affect the security of ePHI.

1.10. The Agency shall identify a security official who is responsible, in conjunction with the ITSU, for the development and implementation of the policies and procedures required for compliance with the HIPAA Security Rule.

2. Security Awareness and Training Policy

Purpose: The purpose of this policy is to comply with the HIPAA Security Rule's requirements pertaining to implementing security awareness and training programs for the Workforce Members concerning the protection of ePHI and IT resources.

2.1. DOIT shall develop and implement a centralized security awareness and training program for the Agencies. Each Agency shall develop and implement their decentralized procedural content and provide awareness and training thereon.

2.1.1. Security awareness and training shall be conducted for the Agency's Workforce Members.

2.1.2. The Security awareness and training program shall be reasonable and appropriate to carry out the various functions of the workforce and shall include, for all members of the workforce, the following features.

2.1.2.1. Periodic security updates to serve as security reminders.

2.1.2.2. Procedures for monitoring log-in attempts and reporting discrepancies.

2.1.2.3. Procedures for creating, changing, and safeguarding passwords.

2.1.2.4. Procedures for guarding against, detecting, and reporting malicious software.

2.1.3. Training shall be conducted prior to the access and authorization of Workforce Members to ePHI.

2.2. As determined necessary by the ITSU and the Agency, Workforce Members shall receive additional HIPAA Security training and security reminders.

2.3. Centralized procedures for this policy shall be developed and implemented.

3. Acceptable Use and Sanction Policy

Purpose: The purpose of this policy is to comply with the HIPAA Security Rule's requirements pertaining to the acceptable use of IT resources and ePHI, and sanctions for violations of the State HIPAA policies and procedures.

3.1. Workforce Members are responsible for the appropriate use and security of ePHI when using any IT resource authorized by the appropriate agency of the State of Connecticut.

3.1.1. Appropriate use includes using authorized IT resources, as assigned, in accordance with duties and responsibilities. Using IT resources in violation of policy, or any negligent or unlawful activity is considered inappropriate use.

3.1.2. Workforce Members shall be given a copy of the State HIPAA Security policies and procedures.

3.1.2.1. All such Workforce Members shall sign a statement of policy acknowledgement and compliance prior to authorization and access to ePHI.

3.1.2.1.1. A decentralized procedure shall be developed and implemented for workforce acknowledgement.

3.1.3. IT resources shall be protected from misuse, including, but not limited to: theft, unauthorized access, fraudulent manipulation and alternation of data, attempts to circumvent security controls, and any activity that could compromise the confidentiality, integrity, or availability of data.

3.1.4. Workforce Members shall not tamper with or disable any security devices, including but not limited to, virus protection software and login account controls.

3.1.5. Workforce Members are prohibited from introducing any unauthorized IT resources into the State's environment. Furthermore, the introduction of any IT resources that could disrupt any operations or compromise security is prohibited. Refer to §8.1.3 for authorizing IT resources.

3.1.6. Any IT resources assigned to or in the possession of a Workforce Member shall be returned to a designated individual at the Agency when it is determined by Agency management that the use of those resources is no longer necessary.

3.2. Workforce Members learning of or reasonably suspecting any violation of a State HIPAA Security policy shall immediately report to their supervisor and the Agency Security Official.

3.2.1. Once the Agency Security Official has received notification of a known or suspected State HIPAA Security policy violation, he or she shall report to the ITSU in accordance with §7, Incident Response and Reporting Policy.

3.2.2. All Workforce Members are to immediately report lost or stolen IT resources to their supervisors and the supervisors shall report to the Agency Security Official.

3.3. Workforce Members shall adhere to all of the State HIPAA Security policies and procedures.

3.3.1. Any Workforce Member who violates any of the State HIPAA policies or underlying procedures may be subject to discipline, up to and including suspension, employment or contract termination, civil and criminal action, and removal from State premises.

3.3.2. The absence of written policies, procedures, standards, or guidelines governing a specific issue does not relieve the Workforce Member from the responsibility for the appropriate use and security of IT resources.

3.3.3. Workforce Member sanctions for policy violations shall be determined by Agency management.

3.3.4. An authorized State of Connecticut official may monitor contents and usage at any time of any IT resources available to Workforce Members. Furthermore, within the scope of HIPAA audit and compliance activities, Workforce Members are afforded no privacy of IT resource use.

4. Information Technology Access Policy

Purpose: The purpose of this policy is to comply with the HIPAA Security Rule's requirements pertaining to authorizing and controlling access to ePHI and IT resources that store, process, have access to, and/or transmit ePHI.

4.1. Workforce clearance and authorization to access ePHI shall be performed for all Workforce Members prior to granting access requests to IT resources.

- 4.1.1. Access rights shall be granted based on business requirements.
- 4.1.2. Access rights shall be properly authorized and documented by the Agency.
- 4.1.3. Access rights shall be periodically audited as required by the ITSU and the Agency.
- 4.1.4. Access rights shall be reevaluated by the Agency when a Workforce Member's access requirements to ePHI change (e.g., job assignment change).
- 4.1.5. Access rights shall not exceed the minimum necessary for a Workforce Member's assigned duties.
- 4.1.6. Decentralized procedures shall be developed and implemented for authorizing Workforce Members and requirements in this subpart.

4.2. Modifications to Workforce Member's access to IT resources shall be properly authorized and processed in accordance with Policy §4.1.

4.3. Security configurations shall be maintained on IT resources to restrict access to ePHI to only those Workforce Members or software programs that have been granted access in accordance with Policy §4.1.

4.4. Workforce Members shall be assigned unique user identifiers (or login names) for the purposes of authenticating to IT resources.

- 4.4.1. Workforce Members shall not share assigned unique system identifiers (or login names) with any other person, unless for authorized support purposes.
- 4.4.2. Anonymous access, including the use of guest and public accounts, to any IT resource is prohibited.
- 4.4.3. Unique user identifiers (or login names) shall be used with a password for authentication to an IT resource.
  - 4.4.3.1. Passwords shall not be shared with any other person.
  - 4.4.3.2. The Agency shall establish authorization and Workforce Member verification controls for creating and modifying passwords.

4.4.3.3. Passwords shall be encrypted for storage and transmission whenever available, or whenever deemed necessary by the risk analysis or evaluation in accordance with §11, Risk Management and Audit Policy.

4.4.3.4. Passwords shall minimally contain six characters.

4.4.3.4.1. Password controls shall force a minimum six character password length whenever available, or whenever deemed necessary by the risk analysis or evaluation in accordance with §11, Risk Management and Audit Policy.

4.4.3.5. Passwords shall contain both alpha and numerical characters.

4.4.3.5.1. Password controls shall force the creation of strong passwords, which shall include the use of both alpha and numerical characters, whenever available, or whenever deemed necessary by the risk analysis or evaluation in accordance with §11, Risk Management and Audit Policy.

4.4.3.6. Passwords shall be changed every sixty days.

4.4.3.6.1. Password controls shall force periodic password changes every sixty days whenever available, or whenever deemed necessary by the risk analysis or evaluation in accordance with §11, Risk Management and Audit Policy.

4.4.3.7. Passwords shall not be reused for at least five cycles.

4.4.3.7.1. Password controls shall restrict the reuse of passwords for five cycles whenever available, or whenever deemed necessary by the risk analysis or evaluation in accordance with §11, Risk Management and Audit Policy.

4.4.3.8. Password controls shall lockout login accounts after three unsuccessful login attempts whenever available, or whenever deemed necessary by the risk analysis or evaluation in accordance with §11, Risk Management and Audit Policy.

4.5. Workforce Member access to IT resources shall be terminated when access is no longer necessary or when determined by management (including when the business relationship between the Workforce Member and agency is terminated).

4.5.1. The Workforce Member's direct supervisor shall be responsible for making appropriate and timely requests for IT resource account deactivation.

4.5.2. A formal termination process shall be used and shall include documentation and verification.

4.5.3. A decentralized procedure shall be developed and implemented for terminating Workforce Member access.

5. Information Technology Security Policy

Purpose: The purpose of this policy is to comply with the Security Rule's requirements pertaining to using mechanisms and controls to protect ePHI by securing IT resources that store, process, have access to, and/or transmit ePHI.

5.1. ePHI shall be protected by authentication controls on all IT resources.

5.1.1. Authentication controls shall minimally include a unique user logon and password combination that support the requirements in §4.3 and §4.4.

5.1.2. Additional authentication controls shall be added to IT resources whenever deemed necessary by the risk analysis or evaluation in accordance with §11, Risk Management and Audit Policy.

5.2. ePHI shall be encrypted while stored on IT resources whenever available and feasible or whenever deemed necessary by the risk analysis or evaluation in accordance with §11, Risk Management and Audit Policy.

5.3. ePHI shall be encrypted while in transit across an open communications network.

5.3.1. Mail messages containing ePHI shall be encrypted and transmitted using the approved secure messaging product(s) determined by the ITSU.

5.3.1.1. A centralized procedure shall be developed and implemented for transmitting secure electronic messages.

5.3.2. Files containing ePHI shall be encrypted and transmitted using the approved secure file transfer product(s) determined by the ITSU.

5.3.2.1. A centralized procedure shall be developed and implemented for transmitting secure files.

5.3.3. All other ePHI transmissions, e.g. client/server connections, shall be encrypted using approved mechanisms, e.g. virtual private networks, whenever available and feasible, or whenever deemed necessary by the risk analysis or evaluation in accordance with §11, Risk Management and Audit Policy.

5.4. ePHI integrity shall be sustained using approved mechanisms, e.g. hashing algorithms, electronic signatures and digital signatures, whenever available and feasible or whenever deemed necessary by the risk analysis or evaluation in accordance with §11, Risk Management and Audit Policy.

5.5. IT resources shall be secured using physical safeguards for protection from unauthorized access.

5.5.1. Screen locks, e.g., session timeouts, auto logoff, with password controls shall be activated on IT resources, e.g. laptops, desktops, consoles.

5.5.2. Portable IT resources, e.g. laptops, shall be physically secured when not in use.

5.5.2.1. A decentralized procedure shall be developed and implemented for securing portable IT resources.

5.5.3. Virus protection shall be installed and activated on all IT resources where available. Additional mechanisms shall be implemented to further protect IT resources from malicious software whenever deemed necessary by the risk analysis or evaluation in accordance with §11, Risk Management and Audit Policy.

6. Information Technology Activity Review and Logging Policy

Purpose: The purpose of this policy is to comply with the HIPAA Security Rule's requirements pertaining to performing audits and logging functions for ePHI and IT resources that store, process, have access to, and/or transmit ePHI.

6.1. IT resources that store, access, or transmit ePHI shall electronically log activity into created log files.

6.1.1. Logging shall include system, application, database, and file activity whenever available or deemed necessary by the risk analysis or evaluation in accordance with §11, Risk Management and Audit Policy.

6.1.2. Logging shall include creation, access, modification and deletion activity.

6.1.3. Log files shall be retained electronically for a period no less than 12 months.

6.1.4. Decentralized procedures shall be developed and implemented for logging activity.

6.2. IT resources and log files (defined in §6.1) shall be periodically examined for access control discrepancies, breaches, and policy violations.

6.2.1. System activity review cycles shall include review of audit logs, access reports, and security incident tracking reports, shall not exceed 30 days, and shall include daily exception reporting.

6.2.2. Decentralized procedures shall be developed and implemented for reviewing activity logs.

7. Incident Response & Reporting Policy

Purpose: The purpose of the policy is to comply with the HIPAA Security Rule's requirements pertaining to the identification, response, mitigation and documentation of suspected or known security incidents involving ePHI and IT resources that store, process, have access to, and/or transmit ePHI.

7.1. Designated individuals shall be responsible for monitoring IT resources to identify suspected or known security incidents.

7.2. Workforce Members having knowledge of any suspected or known security incidents shall report this information to their supervisors and the supervisors shall notify the Agency Security Official. The Agency Security Official shall then immediately report to the ITSU.

7.3. Once the Agency has reported the incident or suspected incident to the ITSU, the ITSU shall immediately execute its incident response procedures.

7.4. Harmful effects of security incidents that are known to the Agency and/or ITSU shall be mitigated, to the extent practicable, by the ITSU, Agency, and any other designated agents, where appropriate.

7.5. Suspected and confirmed security incidents and their outcomes shall be documented.

7.6. Centralized incident response and reporting procedures shall be developed and implemented.

8. Information Technology Resource Management Policy

Purpose: The purpose of the policy is to comply with the HIPAA Security Rule's requirements pertaining to the receipt and removal of hardware and electronic media that contain ePHI into and out of a facility, and the movement of these items within the facility.

8.1. There shall be a record of the movements of IT resources containing ePHI and the designated individual(s) responsible.

8.1.1. The movement of IT resources shall be authorized and logged by the Agency prior to the IT resources entering or leaving a facility.

8.1.2. The Agency shall be accountable for IT resources while in transit between facilities.

8.1.3. IT resources shall be authorized for use and access within a facility by the Agency.

8.1.4. The location of IT resources within a facility shall be documented, and internal movement of IT resources shall be tracked and logged.

8.2. IT resources containing ePHI shall be properly logged and disposed of when no longer used.

8.3. ePHI shall be removed from IT resources and electronic media before they are made available for reuse.

8.4. A retrievable, exact copy of ePHI, when needed, shall be created before any movement of IT resources.

8.5. Decentralized procedures for this policy shall be developed and implemented.

9. Facility Security Policy

Purpose: The purpose of the policy is to comply with the HIPAA Security Rule's requirements pertaining to limiting physical access to a facility's ePHI and the facility or facilities in which they are housed, while ensuring that authorized access is allowed.

9.1. Facilities storing ePHI and IT resources shall maintain a facility security plan.

9.1.1. The facility security plan shall be implemented to safeguard the facility and the equipment therein from unauthorized physical access, tampering, and theft. As appropriate, the facility security plan shall comply with all standards developed by the State of Connecticut Department of Public Works, as set forth in Chapter 60a, sections 4b-130 to 4b-136, inclusive and sections 4b-1 and 4b-52 of the Connecticut General Statutes.

9.2. Facility management shall control and validate a person's access to facilities based on his or here role or function, including visitor control, and there shall be control of access to software programs for testing and revision.

9.2.1. Workforce Members shall be authorized for entry by facility management.

9.2.1.1. Entry records shall be maintained by facility management.

9.2.1.2. Entry records shall include the Workforce Member's job function.

9.2.2. Visitors to the facility shall be authorized for entry by an authorized Workforce Member or other authorized personnel.

9.2.2.1. Visitors shall sign in with facility management, accompanied by an authorized signature from facility management or their designee.

9.2.2.2. Facility management shall provide visitors with a name ID tag at the time of arrival and visitors shall display a name ID tag at all times while in the facility.

9.3. Facility management shall maintain exterior and interior access controls.

9.3.1. Access controls may include a combination of physical locks, electronic ID badges, and cipher locks.

9.3.2. Facility management shall implement additional exterior and interior access controls whenever deemed necessary by the risk analysis or evaluation in accordance with §11, Risk Management and Audit Policy.

9.4. Facility modifications to physical security shall be authorized and recorded by facility management, in consultation with the Agency and ITSU.

9.5. Decentralized procedures for this policy shall be developed and implemented.

10. Business Continuity Planning & IT Disaster Recovery Policy

Purpose: The purpose of the policy is to comply with the HIPAA Security Rule's requirements pertaining to responding to an emergency or other occurrence that damages systems that contain ePHI.

10.1. A contingency plan shall be developed, and implemented as needed, for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, and natural disaster) that damages IT resources that contain ePHI.

10.1.1. An application and data criticality analysis shall be developed and maintained to assess the relative criticality of specific applications and data in support of the contingency plan components.

10.1.2. Facility access procedures shall be developed and maintained for access to support recovery efforts.

10.1.3. Contingency plan testing and revision procedures shall be developed and executed for verifying recovery capabilities.

10.2. A data backup plan shall be established and implemented to create and maintain retrievable exact copies of ePHI.

10.3. Emergency access procedures shall be established and implemented for the retrieval of ePHI during an emergency.

10.4. A disaster recovery plan shall be established and implemented to restore any loss of data in the event of a disaster.

10.4.1. Disaster recovery plan testing and revision procedures shall be developed and executed for verifying recover capabilities.

10.5. An emergency mode operations plan shall be developed and implemented to protect ePHI during emergency operations of business processes.

10.6. Decentralized procedures for this policy shall be developed and implemented.

11. Risk Management and Audit Policy

Purpose: The purpose of the policy is to comply with the HIPAA Security Rule's requirements pertaining to the assessment of potential risks and vulnerabilities to the security of ePHI, the reduction of such risks and vulnerabilities, and the evaluation of the agency's compliance with the State HIPAA Security policies and procedures.

11.1. The ITSU and Agency Security Official shall conduct an evaluation of Agency compliance with technical and non-technical HIPAA standards.

11.1.1. Technical and non-technical evaluations shall be conducted when there is an environmental or operational change that possibly affects the security (confidentiality, integrity, or availability) of ePHI.

11.1.2. Results of non-compliance shall be remediated as soon as practicable, depending on specific circumstances and the acceptability of the risk determined by the ITSU and Agency.

11.1.3. Results of all technical and non-technical evaluations shall be securely stored using authorized mechanisms determined by the ITSU.

11.1.4. A centralized procedure shall be developed and implemented for performing evaluations.

11.2. The ITSU and Agency Security Official shall approve a risk analysis methodology to perform an accurate and thorough assessment of the risks and vulnerabilities to the confidentiality, integrity, and availability of ePHI.

11.2.1. The ITSU and Agency Security Official shall conduct an accurate and thorough risk analysis, based on the approved methodology, prior to the initial HIPAA Security Rule compliance date and maintain a routine schedule for assessment updates.

11.2.2. The risk analysis shall be used to determine reasonable and appropriate levels of risk acceptance and compliance.

11.2.3. Non-compliance and unacceptable risks shall be mitigated to a reasonable and appropriate level defined by the Data Owners of ePHI. ITSU and the Agency will implement security measures sufficient to reduce unacceptable risks.

11.2.4. Results of all risk analysis shall be securely stored using authorized mechanisms determined by the ITSU.

11.2.5. A centralized procedure shall be developed and implemented for performing risk analysis.

11.3. The ITSU shall approve and execute an audit program for the purposes of measuring Agency compliance with State HIPAA Security Policies.

12. Business Associate Contracts Policy

Purpose: The purpose of the policy is to comply with the HIPAA Security Rule's requirements pertaining to contracts with business associates.

12.1. When the business associate **is** a government organization:

12.1.1. An approved Memorandum of Understanding (MOU) shall exist with the business associate prior to that business associate creating, receiving, maintaining, or transmitting ePHI on the covered entities behalf.

12.1.1.1. The MOU shall require the business associate to implement administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of the covered entity.

12.1.1.2. The MOU shall require the business associate to ensure that any agent, including a subcontractor, to whom it provides this information, agrees to implement reasonable and appropriate safeguards to protect it.

12.1.1.3. The MOU shall require the business associate to report to the covered entity any security incident of which it becomes aware.

12.1.1.3.1. In the event of a suspected or known security incident, the covered entity shall execute incident response and reporting procedures in accordance with Policy §7.3.

12.1.1.4. The MOU shall require the business associate to make its policies and procedures, and documentation required by the HIPAA Security Rule relating to such safeguards, available to the covered entity and/or the Secretary of Health and Human Services for purposes of determining the covered entity's compliance with the HIPAA Security Rule.

12.1.1.5. The MOU shall require the business associate to comply with any state law that is more stringent than the HIPAA security rule.

12.2. When the business associate **is not** a government organization:

12.2.1. The covered entity shall perform ITSU-approved due diligence procedures prior to the authorization of the business associate to create, receive, maintain, or transmit ePHI on the covered entities behalf.

12.2.2. An approved contract shall exist with the business associate prior to that business associate creating, receiving, maintaining, or transmitting ePHI on the covered entities behalf.

12.2.2.1. The contract shall require the business associate to implement administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity, as required under HIPAA.

12.2.2.2. The contract shall require the business associate to ensure that any agent, including a subcontractor, to whom it provides this information, agrees to implement reasonable and appropriate safeguards to protect it.

12.2.2.3. The contract shall require the business associate to report to the covered entity any suspected or known security incident of which it becomes aware.

12.2.2.3.1. In the event of a suspected or known security incident, the covered entity shall execute incident response and reporting procedures in accordance with Policy §7.3.

12.2.2.4. The contract shall require the business associate to make its policies and procedures, and documentation required by the HIPAA Security Rule relating to such safeguards, available to the covered entity and/or the Secretary of Health and Human Services for purposes of determining the covered entity's compliance with the HIPAA security rule.

12.2.2.5. The contract shall allow the covered entity to immediately terminate the contract if the covered entity determines that the business associate has violated a material term of the contract.

12.2.2.6. The contract shall require the business associate to comply with any state law that is more stringent than the HIPAA Security Rule.

13. Isolating Health Care Clearinghouse Policy

Purpose: The purpose of the policy is to comply with the HIPAA Security Rule's requirements that pertain to health care clearinghouses that are part of a larger entity for protecting ePHI and information technology (IT) resources that store, process, have access to, and/or transmit ePHI.

13.1. A health care clearinghouse, that is part of a larger organization, shall implement policies and procedures, and measures to protect the ePHI and IT resources from unauthorized access by the larger organization.

13.1.1. The health care clearinghouse shall physically segregate its business functions that involve the use of ePHI from the larger organization.

13.1.2. The health care clearinghouse shall electronically isolate its ePHI and IT resources from Workforce Members who perform other functions within the larger organization.

13.2. Healthcare clearinghouse management shall periodically test the above-referenced segregation and isolation measures.

13.3. ITSU shall periodically audit the above-referenced segregation and isolation measures.

13.4. Health care clearinghouse management shall incorporate revisions to protective measures according to test and audit results.

13.5. Health care clearinghouse management shall maintain a written record of all measures and revisions adopted to protect ePHI and IT resources.

13.6. Decentralized procedures for this policy shall be developed and implemented.

Bureau of Enterprise Systems and Technology

Social Media Policy

Version: 1.0
Date Issued: November 1, 2010
Date Effective: immediately
Supersedes: n/a

Purpose

The Chief Information Officer for the State of Connecticut Department of Information Technology (DOIT) has established this policy regarding the use of social media.

This policy should be read together with the State of Connecticut Policies on Security for Mobile Computing and Storage Devices, Acceptable Use Policy, the Network Security Policy and Procedures, and the Connecticut State Library's State Agencies' Records Retention/Disposition Schedules to ensure a full understanding of all relevant State policies.

Scope

This policy applies to use of social media that is not hosted by DOIT. The policy covers State of Connecticut Executive Branch agencies' employees, whether permanent or non-permanent, full or part-time, and all consultants or contracted individuals retained by an Executive Branch agency (herein referred to as "users").

This policy does not apply to the Judicial or Legislative Branches of government, or State institutions of higher education. However, these branches and institutions may adopt any or all parts of this policy for their own use.

Authority

In accordance with Conn. Gen. Stat. §4d-2(c)(1), the Chief Information Officer (CIO) is responsible for developing and implementing policies pertaining to information and telecommunication systems for State Agencies.

Policy Statements

1. Agencies are required to receive approval of DOIT's Security Unit prior to launching a social media website or creating a social media account for State use. The approval request shall come from the Commissioner or agency head, and shall include documentation of the following:
    a. Business purpose of the proposed site or account;
    b. Name and position description of the individual who will manage the site or account;
    c. Description of the material which will be posted to the site or account;
    d. Description of the risks associated with the site or account and the agency's risk mitigation efforts.

2. Agencies are responsible for managing their use, retention, and disposal of public records associated with social media sites as specified in the State Library's State Agencies' Records Retention/Disposition Schedules.

3. Agencies are required to limit Internet access to social media websites according to the State's Acceptable Use Policy. The only acceptable use of social media sites is for official use on behalf of the State.

4. Agencies shall develop procedures and conduct employee awareness and training programs to ensure compliance with this policy.

5. DOIT and the agencies must obtain a formal acknowledgement from users indicating they understand, and agree to abide by, this policy.

6. DOIT and the agencies shall adhere to this policy and the associated Guidelines; a user's failure to do so may result in disciplinary action up to, and including, dismissal.

7. If an agency's inappropriate use of social media poses a risk to the State's information technology infrastructure, DOIT may use its authority to suspend the agency's use at any time.

8. Users shall connect to, and exchange information with, only those social media websites that have been authorized by agency management in accordance with the requirements within this and other agency and State policies.

9. Users shall not post or release proprietary, confidential or restricted State data including, but not limited to, personally identifiable information that is not in the public domain and, if improperly disclosed, could be used to steal an individual's identity, violate the individual's right to privacy, or otherwise harm the individual.

10. Users who connect to social media websites through State systems provided at the State's expense must use the systems solely to conduct the State's business. Such system usage must be in conformance with applicable federal and State laws, this policy and an agency's policies and procedures.

11. System usage for social media must be in accordance with each user's job duties and responsibilities as they relate to the user's position with the State of Connecticut at the time of usage. Activities must reflect the position duties the employee is performing at the time of State system usage.

12. Users must identify themselves clearly and accurately in all electronic communications. Concealing or misrepresenting the individual's name or affiliation is a serious violation of this policy. Any use of other individuals' identifiers as the user's own, including, but not limited to, using a computer Logon ID other than the individual User ID authorized, constitutes a violation of this policy. Individuals may not provide their passwords or logon IDs to others.

13. Users must follow DOIT's applicable guidelines when creating a social media account or website for State use.

14. All content, including, but not limited to, comments and postings on a State agency's web page, relating to the conduct of the public's business, are public records, pursuant to CGS §1-200(5). As such, comments and postings must be retained for the minimum retention period as listed on the Connecticut State Library's State Agencies' Records Retention/Disposition Schedules.

15. In accordance with General Letter 2009-2, Management and Retention of Email and Other Electronic Messages, a public record may not be destroyed if any litigation, litigation hold notice (LHN), preservation order, claim, audit, Freedom of Information (FOI) request, administrative review, or other action involving the record is initiated before the record has been disposed of, even if its retention period has expired. The public record must be retained

until the completion of the action and the resolution of all issues that arise from the action. Agencies' users must preserve such public records.

16. In the event a LHN or order related to social media networking exists or is anticipated, then such LHN or order shall supersede the minimum retention period as listed on the Connecticut State Library's State Agencies' Records Retention/Disposition Schedules, until released by the Attorney General.

17. The unauthorized destruction, removal, alteration, or use of public records is prohibited, pursuant to Conn. Gen. Stat. §53-153b and §1 240. Agencies must request permission from the State Library to destroy public records after the minimum retention period has passed, pursuant to Conn. Gen. Stat. §11-8a and §7-109.

Definitions

Hosted by DOIT: A system physically located in the state-owned Data Center, and for which DOIT provides infrastructure and/or system support services.

Litigation Hold Notice: A formal document issued by the Attorney General's Office to alert and require an agency and its employees to suspend the routine destruction procedures for Emails, documents, files, calendar entries, contacts lists, tasks lists, and other relevant data, that may be or are anticipated to be required in an upcoming legal proceeding. The agency and employees have an ongoing duty to preserve this relevant data until the Attorney General's Office issues a release.

Public Record: Pursuant to the Freedom of Information Act, Conn. Gen. Stat. §1-200, a "public record" means any recorded data or information relating to the conduct of the public's business prepared, owned, used, received or retained by a public agency or to which a public agency is entitled to receive a copy by law or contract under section 1-218, whether such data or information be handwritten, typed, tape-recorded, printed, photostated, photographed or recorded by any other method. In addition, pursuant to Conn. Gen. Stat. §4d-33, "public record" also includes records of contractors or subcontractors.

Social Media: A web-based system that enables people to interact with one another online via user-generated content, messaging, and other interactive tools.

PERSONAL SERVICE AGREEMENT
STATE OF CONNECTICUT
CO-802A REV. 3/98 (Stock No. 6938-170-01)

Print or Type

OFFICE OF THE STATE COMPTROLLER
CENTRAL ACCOUNTS PAYABLE DIVISION

(1) ORIGINAL ☐ AMENDMENT ☒ 4 | (2) IDENTIFICATION NO. 09DSS2902YF

CONTRACTOR	(3) CONTRACTOR NAME: HEWLETT-PACKARD STATE & LOCAL ENTERPRISE SERVICES, INC.	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? YES ☐ NO ☒
	CONTRACTOR ADDRESS: 18110 SE 34th ST. Vancouver, WA 98683	CONTRACTOR FEIN/SSN: 36-4172737
STATE AGENCY	(5) AGENCY NAME AND ADDRESS: Department of Social Services, 25 Sigourney Street, Hartford, CT 06106	(5) AGENCY NO: DSS6000
CONTRACT PERIOD	(7) DATE (FROM): 01/01/05 THROUGH (TO): 06/30/2012	(8) #/DICATE: MASTER AGREEMENT ☐ CONTRACT AWARD ☐ NO NEITHER ☒
CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT)	(9) REQUIRED NO. OF DAYS WRITTEN NOTICE: 30 days

COMPLETE DESCRIPTION OF SERVICE

(10) CONTRACTOR AGREES TO (Include special provisions – Attach additional blank sheets if necessary)

Continue maintenance of the Child Care Management Information System (CCMIS) from July 1, 2011, through June 30, 2012, and continue the annual FileNet software maintenance agreement from January 1, 2012, through December 31, 2012.

This Amendment No. 4 includes services support for the interface between FileNET and CCMIS from July 1, 2011 through June 30, 2012. This Amendment No. 4 does not include services support for the interface between File-NET and CCMIS after June 30, 2012, despite the fact that the FileNET license will continue through December 31, 2012. The Department understands that HPSL will no longer act as the intermediary between the third party FileNET maintenance provider and the State if CCMIS support is not renewed with HPSL.

COST AND SCHEDULE OF PAYMENT

(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES

Additional dollars are added for the continued support of the CCMIS and annual FileNet and software maintenance.

(12) ACT CD	(13) DOC TYP	(14) COM TY P	(15) LSE TYP	(16) ORIG AGCY	(17) DOCUMENT NO	(18) COMMIT AGCY	(19) COMMIT NO	(20) VENDOR FEIN/SSN - SUFFIX
						DSS6000		36-4172737

(21) COMMITTED AMOUNT	(22) OBLIGATED AMOUNT	(23) CONTRACT PERIOD (FROM/TO)

(24) Line No	(25) Budget Reference	(26) Fund	(27) Department	(28) Program	(28) SID	(29) Account	(30) Project/Grant	(31) Chart 1	(32) Chart 2	(33) Amount
										$ 534,974

1. THE STATE AGENCY AND THE CONTRACTOR, AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE C.G.S. AS APPLICABLE.

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

ACCEPTANCE AND APPROVALS

This document may be executed in counterpart.

(34) **STATUTORY AUTHORITY §§ 4- 8, 17b-3**

(35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) [redacted]	TITLE: Richard Tonkovich, District Manager	DATE: 06/30/11
(36) AGENCY (AUTHORIZED OFFICIAL) [redacted]	TITLE: Roderick L. Bremby, Commissioner	DATE: 6/30/11
(37) OFFICE OF POLICY & MGMT. DEPT. OF ADMIN. SERV.	TITLE	DATE
(38) ATTORNEY GENERAL (AUTHORIZED AS TO FORM) Assoc. [redacted]	ASSOC. ATTY GENERAL	DATE: 7/27/11

DISTR... PART 4 - ATTORNEY GENERAL PART 5 - AGENCY

Contract number 05DSS2902IH by and between the Department of Social Services (the "Department") and Hewlett Packard State & Local Enterprise Services, Inc. for the provision of the Child Care Management Information System and some software needs, as previously amended, is hereby further amended as follows:

1. The total contract value is increased by $534,974.00 from $3,701,398.00 to $4,236,372.00.
2. As a ministerial correction, this amendment shall be numbered 4 to represent the fourth amendment made to Contract Number 09DSS2902YF. The prior amendments made to the original contract, Contract Number 05DSS2902IH, remain in full force and effect unless they have been amended previously. The original contract, the two amendments under the 05 contract number and the 4 amendments made to the 09 number all constitute one, binding, legal document but for administrative purposes the Department had to alter the numbers when the Contractor's name changed from Saber Software, Inc. to Hewlett-Packard State & Local Enterprise Services, Inc.
3. One payment equal to $128,654 shall be paid in accordance with the payment schedule below for annual FileNET software support and maintenance.
4. Part 3 of the Contract, Budget and Payment Provisions, is amended in the following ways:
    i. In Section A. i. Year 8 begins January 1, 2012; and
    ii. In Section B. i. Year 8 begins January 1, 2012; and
    iii. In Section C., 4A is deleted and replaced in its entirety with the following: "The maximum value of this contract for the period January 1, 2005 through December 31, 2012 shall not exceed $4,236,372.00."
    iv. In Section D., 4B is amended by the addition of the following language:
        a. 27. A twenty-seventh payment equal to $101,580 on or about July 15, 2011.
        b. 28. A twenty-eighth payment equal to $101,580 on or about October 15, 2011.
        c. 29. A twenty–ninth payment equal to $230,234 on or about January 15, 2012. This payment shall include the amount for annual FileNet software maintenance for January 1, 2012 through December 31, 2012.
        d. 30. A thirtieth payment equal to $101,580 on or about April 15, 2012.
5. In accordance with Paragraph 4, d. 3. of Amendment 4 (now 2) the Monthly CCMIS support will be limited to 480 hours. Unused hours from one month may not be rolled into another month. Any additional support needed in excess of this monthly limit may be negotiated with the Contractor as a billable Change Order.
6. In accordance with Paragraph 6, Amendment 4 (now 2), any required travel necessary to support this contract will be at the request of the Department, pre-approved in writing and reimbursed by the Department.
7. HP may utilize any of its facilities at any location to meet the requirements of this contract.

This document constitutes an amendment to the above numbered contract. All provisions of that contract, except those explicitly changed or described above by this amendment, shall remain in full force and effect.

ACCEPTANCES AND APPROVALS

CONTRACTOR		DEPARTMENT	
Hewlett-Packard State & Local Enterprise Services, Inc.		Department of Social Services	
[redacted] 06/30/11		[redacted] 6/30/2011	
Signature (Authorized Official)	Date	Signature (Authorized Official)	Date
Richard Tonkovich	District Manager	Roderick L. Bremby	Commissioner
Typed Name (Authorized Official)	Title	Typed Name (Authorized Official)	Title

OFFICE OF THE ATTORNEY GENERAL

[redacted] 7/27/11

Attorney General (as to form) Date

ASSOC. ATTY. GENERAL

OFFICER'S CERTIFICATE

I, Jo Keaton, Assistant Secretary of Hewlett-Packard State & Local Enterprise Services, Inc, a corporation organized under the laws of the State of Illinois (the "Company"), do hereby certify that the Company, effective as of January 28, 2010, has granted signature authority to Richard Tonkovich on behalf of the Company for contracts, agreements and other documents and instruments and the same remains in full force and effect as of this date and has not been rescinded, revoked or otherwise withdrawn.

IN WITNESS WHEREOF, I have signed this Officer's Certificate on behalf of the Company this 30th day of June, 2011.

Jo Keaton, Assistant Secretary
Hewlett-Packard State & Local Enterprise Services, Inc.

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared Jo Keaton, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be an Assistant Secretary of Hewlett-Packard State & Local Enterprise Services, Inc. and acknowledged to me that she executed said instrument for the purposes and consideration therein expressed and as the act of said corporation.

Given under my hand and seal of office this 30th day of June, 2011.

NOTARY PUBLIC STATE OF TEXAS
CINDY BUNYAN
Notary Public
State of Texas
My Comm. Expires 01-13-2014

PERSONAL SERVICE AGREEMENT
STATE OF CONNECTICUT

CO-802A REV. 3/98 (Stock No. 6938-170-01) Print or Type

OFFICE OF THE STATE COMPTROLLER
CENTRAL ACCOUNTS PAYABLE DIVISION

1. THE STATE AGENCY AND THE CONTRACTOR, AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE C.G.S., AS APPLICABLE.

(1) ORIGINAL ☐ AMENDMENT ☒ 3 — (2) IDENTIFICATION NO: 09DSS2902YF

CONTRACTOR
(3) CONTRACTOR NAME: HEWLETT-PACKARD STATE & LOCAL ENTERPRISE SERVICES, INC.
(4) ARE YOU PRESENTLY A STATE EMPLOYEE? YES ☐ NO ☒
CONTRACTOR ADDRESS: 18110 SE 34th ST. Vancouver, WA 98683
CONTRACTOR FEIN/SSN: 36-4172737

STATE AGENCY
(5) AGENCY NAME AND ADDRESS: Department of Social Services, 25 Sigourney Street, Hartford, CT 06106
(6) AGENCY NO: DSS6000

CONTRACT PERIOD
(7) DATE (FROM): 01/01/05 THROUGH (TO): 06/30/2011
(8) INDICATE: MASTER AGREEMENT ☐ CONTRACT AWARD ☐ NO NEITHER ☒

CANCELLATION CLAUSE
THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT).
(9) REQUIRED NO. OF DAYS WRITTEN NOTICE: 30 days

COMPLETE DESCRIPTION OF SERVICE
(10) CONTRACTOR AGREES TO: (Include special provisions – Attach additional blank sheet(s) if necessary.)

Continue maintenance of the child care management information system.

COST AND SCHEDULE OF PAYMENT
(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES

Additional dollars are added for the continued support and maintenance of FileNet.

(12) ACT CD	(13) DOC TYP	(14) COM TY P	(15) LSE. TYP.	(16) ORIG. AGCY	(17) DOCUMENT NO.	(18) COMMIT AGCY	(19) COMMT. NO.	(20) VENDOR FEIN/SSN – SUFFIX
						DSS6000		36-4172737

(21) COMMITTED AMOUNT	(22) OBLIGATED AMOUNT	(23) CONTRACT PERIOD (FROM/TO)

(24) Line No.	(25) Budget Reference	(26) Fund	(27) Department	(28) Program	SID	(29) Account	(30) Project/Grant	(31) Chart 1	(32) Chart 2	(33) Amount
										$128,654.00

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

ACCEPTANCE AND APPROVALS

(34) **STATUTORY AUTHORITY §§ 4- 8, 17b-3**

(35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) [redacted] — TITLE: Mike Freese, Chief Operating Officer — DATE: 2/15/2011

(36) AGENCY (AUTHORIZED OFFICIAL) [redacted] — TITLE: Michael P. Starkowski, Commissioner — DATE: 4/28/11

(37) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV. — TITLE: DESIGNEE — DATE:

(38) ATTORNEY GENERAL (APPROVED AS TO FORM) [redacted] 3/2/11 — ASSOC. ATTY. GENERAL — DATE:

DISTRIBUTION: PART 1 - CONTRACTOR PART 2 - COMPTROLLER PART 3 - OPM/DAS PART 4 - ATTORNEY GENERAL - PART 5 – AGENCY

Contract number formerly 05DSS2902IH now 09DSS2902YF by and between the Department of Social Services (the "Department") and Hewlett Packard State & Local Enterprise Services, Inc. for the provision of the Child Care Management Information System and some software needs, as previously amended by amendments 1-4, is hereby further amended as follows:

1. The total contract value is increased by $128,654.00 from $3,572,744.00 to $3,701,398.00.
2. One payment equal to $128,654.00 shall be paid upon execution of amendment and receipt of invoice for annual FileNET Support and Maintenance.

This document constitutes an amendment to the above numbered contract. All provisions of that contract, except those explicitly changed or described above by this amendment, shall remain in full force and effect.

ACCEPTANCES AND APPROVALS

CONTRACTOR		DEPARTMENT	
Hewlett-Packard State & Local Enterprise Services Inc [redacted]		Department of Social Services [redacted]	2/23/11
Signature (Authorized Official)	Date	Signature (Authorized Official)	Date
Mike Freese	Chief Operating Officer	Michael Starkowski	
Typed Name (Authorized Official)	Title	Typed Name (Authorized Official)	Title

OFFICE OF THE ATTORNEY GENERAL

[redacted] 3/7/11

Attorney General (as to form) Date

ASSOC. ATTY. GENERAL

OFFICER'S CERTIFICATE

I, Jo Keaton, Assistant Secretary of Hewlett-Packard State & Local Enterprise Services, Inc, a corporation organized under the laws of the State of Illinois (the "Company"), do hereby certify that, the Company, effective as of May 7, 2009, has granted signature authority to Mike Freese on behalf of the Company for contracts, agreements and other documents and instruments and the same remains in full force and effect as of this date.

IN WITNESS WHEREOF, I have signed this Officer's Certificate on behalf of the Company this 16th day of February, 2011.

Jo Keaton, Assistant Secretary
Hewlett-Packard State & Local Enterprise Services, Inc.

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared Jo Keaton, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be an Assistant Secretary of Hewlett-Packard State & Local Enterprise Services, Inc. and acknowledged to me that she executed said instrument for the purposes and consideration therein expressed and as the act of said corporation.

Given under my hand and seal of office this 16th day of February, 2011.

PERSONAL SERVICE AGREEMENT
STATE OF CONNECTICUT
CO-802A REV. 3/98 (Stock No. 6938-170-01)

Print or Type

OFFICE OF THE STATE COMPTROLLER
CENTRAL ACCOUNTS PAYABLE DIVISION

1. THE STATE AGENCY AND THE CONTRACTOR, AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE C.G.S. AS APPLICABLE.

2

(1) ORIGINAL ☐ AMENDMENT ☒ 1 | (2) IDENTIFICATION NO. 09DSS2902YF

CONTRACTOR
(3) CONTRACTOR NAME: HEWLETT-PACKARD STATE & LOCAL ENTERPRISE SERVICES, INC.
(4) ARE YOU PRESENTLY A STATE EMPLOYEE? YES ☐ NO ☒
CONTRACTOR ADDRESS: 18110 SE 34th ST. Vancouver, WA 98683
CONTRACTOR FEIN/SSN: 36-4172737

STATE AGENCY
(5) AGENCY NAME AND ADDRESS: Department of Social Services, 25 Sigourney Street, Hartford, CT 06106
(6) AGENCY NO.: DSS6000

CONTRACT PERIOD
(7) DATE (FROM): 01/01/05 | THROUGH (TO): 06/30/11 | (8) INDICATE: MASTER AGREEMENT ☐ CONTRACT AWARD ☐ NO NEITHER ☒

CANCELLATION CLAUSE
THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT).
(9) REQUIRED NO. OF DAYS WRITTEN NOTICE: 30 days

COMPLETE DESCRIPTION OF SERVICE
(10) CONTRACTOR AGREES TO (Include special provisions – Attach additional blank sheets if necessary.)

Continue maintenance of the child care management information system.

COST AND SCHEDULE OF PAYMENT
(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES

No change. Level funding. Payment shall be made in accordance with the Budget and Payment provisions set forth in the original contract as amended herein.

(12) ACT CD	(13) DOC TYP	(14) COM TY P	(15) LSE. TYP.	(16) ORIG. AGCY	(17) DOCUMENT NO	(18) COMMIT AGCY	(19) COMMIT NO.	(20) VENDOR FEIN SSN - SUFFIX
						DSS6000		36-4172737

(21) COMMITTED AMOUNT	(22) OBLIGATED AMOUNT	(23) CONTRACT PERIOD (FROM TO)

(24) Line No.	(25) Budget Reference	(26) Fund	(27) Department	(28) Program	(28) SID	(29) Account	(30) Project/Grant	(31) Chart 1	(32) Chart 2	(33) Amount
										$

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

ACCEPTANCE AND APPROVALS

(35) CONTRACTOR [redacted]

(36) AGENCY (AUTHORIZED OFFICIAL) [redacted]

(37) OFFICE OF POLICY & MGMT - DEPT OF ADMIN. SERV.

(38) ATTORNEY GENERAL (APPR[redacted]

DISTRIBUTION: [redacted] Y GENERAL - PART 5 - AGENCY

STATUTORY AUTHORITY §§ 4- 8, 17b-3

TITLE	DATE
Richard Tonkovich, District Manager	12/28/10
Michael P. Starkowski, Commissioner	12/30/10
ASSOC. ATTY GENERAL	1/24/11

Contract number formerly 05DSS2902IH now 09DSS2902YF by and between the Department of Social Services (the "Department") and Saber Software, Inc. for the provision of the Child Care Management Information System and maintenance thereof, as previously amended, is hereby further amended as follows:

1. Saber Software, Inc. changed its legal name to Hewlett-Packard State & Local Enterprise Services, Inc. effective as of October 1, 2010. The legal name of Saber Software, Inc. shall be deleted and replaced with Hewlett-Packard State & Local Enterprise Services, Inc. throughout the entirety of the contract.
2. The end date of the term of the contract shall be extended from December 31, 2010 to June 30, 2011.
3. The maximum contract value shall be increased by $194,514.00 and shall not exceed $3,572,744.00.
4. Part 3 of the Contract, Budget and Payment Provisions, is amended in the following ways:
   i. In Section A. i. Year 7 begins January 1, 2011; and
   ii. In Section B. i. Year 7 begins January 1, 2011; and
   iii. In Section C., 4A is deleted and replaced in its entirety with the following: "The maximum value of this contract for the period January 1, 2005 through June 30, 2011 shall not exceed $3,572,744.00."
   iv. In Section D., 4B is amended by the addition of the following language:
      a. 25. A twenty-fifth payment equal to $97,257.00 on or about January 15, 2011.
      b. 26. A twenty-sixth payment equal to $97,257.00 on or about April 15, 2011.
      c. The monthly CCMIS support will be limited to 480 hours. Unused hours from one month may not be rolled into another month. Any additional support needed in excess of this monthly limit may be negotiated with the Contractor as a billable Change Order.
5. This amendment does not include FileNET Support and Maintenance.
6. Any required travel necessary to support this contract will be at the request of the Department, pre-approved in writing and reimbursed by the Department.

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7. This document constitutes an amendment to the above numbered contract. All provisions of that contract, except those explicitly changed or described above by this amendment, shall remain in full force and effect.

ACCEPTANCES AND APPROVALS

CONTRACTOR		DEPARTMENT	
Hewlett-Packard State & Local Enterprise Services, Inc.		Department of Social Services	
[redacted] 12/28/10		[redacted] 1/20/11	
Signature (Authorized Official)	Date	Signature (Authorized Official)	Date
Richard Tonkovich	District Manager	Michael P. Starkowski	Commissioner
Typed Name (Authorized Official)	Title	Typed Name (Authorized Official)	Title

OFFICE OF THE ATTORNEY GENERAL

[redacted] ASSOC. ATTY. GENERAL 1/24/11

Attorney General (as to form) Date

OFFICER'S CERTIFICATE

I, Jo Keaton Assistant Secretary of Hewlett-Packard State & Local Enterprise Services, Inc, a corporation organized under the laws of the State of Illinois (the "Company"), do hereby certify that the Company, effective as of January 28, 2010, has granted signature authority to Richard Tonkovich on behalf of the Company for contracts, agreements and other documents and instruments and the same remains in full force and effect as of this date.

IN WITNESS WHEREOF, I have signed this Officer's Certificate on behalf of the Company this 12th day of January, 2011.

Jo Keaton, Assistant Secretary
Hewlett-Packard State & Local Enterprise Services, Inc.

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared Jo Keaton, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be an Assistant Secretary of Hewlett-Packard State & Local Enterprise Services, Inc. and acknowledged to me that she executed said instrument for the purposes and consideration therein expressed and as the act of said corporation.

Given under my hand and seal of office this 12th day of January, 2011.

CINDY BUNYAN
Notary Public
State of Texas
My Comm. Expires 01-13-2014

PERSONAL SERVICE AGREEMENT
STATE OF CONNECTICUT
CO-802A REV. 3/98 (Stock No. 6938-170-01)

Print or Type

OFFICE OF THE STATE COMPTROLLER
CENTRAL ACCOUNTS PAYABLE DIVISION

1. THE STATE AGENCY AND THE CONTRACTOR, AS LISTED BELOW, HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO SUBJECT TO THE PROVISIONS OF SECTION 1-98 OF THE C.G.S. AS APPLICABLE.

1) ORIGINAL ☐ AMENDMENT ☒ 1

2) IDENTIFICATION NO. 09DSS2902YF

CONTRACTOR	3) CONTRACTOR NAME: **SABER SOFTWARE, INC.**	4) ARE YOU PRESENTLY A STATE EMPLOYEE? YES ☐ NO ☒
	CONTRACTOR ADDRESS: 18110 SE 34th ST. Vancouver, WA 98683	CONTRACTOR FEIN/SSN: 36-4172737
STATE AGENCY	5) AGENCY NAME AND ADDRESS: Department of Social Services, 25 Sigourney Street, Hartford, CT 06106	6) AGENCY NO.: DSS6000
CONTRACT PERIOD	7) DATE (FROM): 01/01/05 — THROUGH (TO): 12/31/10 — 8) INDICATE: MASTER AGREEMENT ☐ CONTRACT AWARD ☐ NO NEITHER ☒	
CANCELLATION CLAUSE	THIS AGREEMENT SHALL BE MAINTAINED IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT)	9) REQUIRED NO. OF DAYS WRITTEN NOTICE: 30 days
COMPLETE DESCRIPTION OF SERVICE	10) CONTRACTOR AGREES TO: (Include special provisions. Attach additional blank sheets if necessary.) Continue maintenance of the child care management information system.	
COST AND SCHEDULE OF PAYMENT	11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES: No change. Level funding. Payment shall be made in accordance with the Budget and Payment provisions set forth in the original contract as amended herein.	

12) ACT CD	13) DOC TYP	14) COM TYP	15) SEC TYP	16) ORIG AGCY	17) DOCUMENT NO	18) COMMIT AGCY	19) COMMIT NO	20) VENDOR FEIN/SSN - AGE FIX
						DSS6000		36-4172737

21) COMMITTED AMOUNT	22) OBLIGATED AMOUNT	23) CONTRACT PERIOD (FROM/TO)

24) Line No.	25) Budget Reference	26) Fund	27) Department	28) Program	SID	29) Account	30) Project/Grant	31) Chart 1	32) Chart 2	33) Amount
										$

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

ACCEPTANCE AND APPROVALS	34) STATUTORY AUTHORITY §§ 4- 8, 17b-3	
35) [redacted]	TITLE: Frank Chechile, Chief Executive Officer	DATE: 29 MAR 10
36) AGENCY AUTHORIZED OFFICIAL: [redacted]	TITLE: Michael P. Starkowski, Commissioner	DATE: 3/30/10
37) OFFICE OF POLICY & MGMT. DEPT. OF ADMIN. SERV.	TITLE:	DATE:
38) ATTORNEY GENERAL (APPROVED AS TO FORM): [redacted]	ASSOC. ATTY. GENERAL	DATE: 4/16/10

DISTRIBUTION: PART 1 - CONTRACTOR PART 2 - COMPTROLLER PART 3 - OPINIONS PART 4 - ATTORNEY GENERAL PART 5 - AGENCY

Contract number formerly 05DSS2902IH now 09DSS2902YF by and between the Department of Social Services (the "Department") and Saber Software, Inc. for the provision of the Child Care Management Information System and maintenance thereof, as amended by amendments 1 and 2, is hereby further amended as follows:

1. The end date of the term of the contract shall be extended from March 31, 2010 to December 31, 2010.
2. The maximum contract value shall not exceed $3,378,230.00, which shall include $150,000 for CCMIS enhancements to be made at the discretion of DSS.
3. Part 2, Section 5, first paragraph is amended as follows: Following the final sentence, the following language shall be added: "The hours provided will be 12 hours per month".
4. Part 2, Scope of Work, Section 5, B is amended to add the following language:

   7. In the event of an upgrade to a new version of Oracle software, the labor costs shall be identified per the current change control process.

5. Part 2, Scope of Work, Section 5, C is amended to add the following language:

   4. In the event of an upgrade to a new version of FileNet, the labor costs shall be identified per the current change control process.

6. Part 3 of the Contract, Budget and Payment Provisions, is amended in the following ways:
   i. In Section A. i. Year 6 begins January 1, 2010 $31,024; and
   ii. In Section B. i. Year 6 begins January 1, 2010 $1,395; and
   iii. In Section C., 4A is deleted and replaced in its entirety with the following: "The maximum value of this contract for the period January 1, 2005 through December 31, 2010 shall not exceed $3,378,230.00.
   iv. In Section D., 4B is amended by the addition of the following language:
      a. 22. A twenty-second payment equal to $97,257.00 on or about April 25, 2010
      b. 23. A twenty-third payment equal to $97,257.00 on or about July 25, 2010
      c. 24. A twenty-fourth payment equal to $97,257.00 on or about October 25, 2010.

7. Part 3, Section 2 of the Contract, Budget and Payment Provisions, relating to Database Administration shall be deleted in its entirety.

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8. This document constitutes an amendment to the above numbered contract. All provisions of that contract, except those explicitly changed or described above by this amendment, shall remain in full force and effect.

ACCEPTANCES AND APPROVALS

CONTRACTOR		DEPARTMENT	
Saber Software, Inc.		Department of Social Services	
[redacted] 29 MAR 2010		[redacted] 3/30/10	
Signature (Authorized Official)	Date	Signature (Authorized Official)	Date
Frank Chechile	CEO		
Typed Name (Authorized Official)	Title	Typed Name (Authorized Official)	Title

OFFICE OF THE ATTORNEY GENERAL

[redacted] 4/16/10

Attorney General (as to form) Date

ATTESTATION

I, Jo Keaton, Assistant Secretary of Saber Software, Inc., (the "Corporation"), do hereby certify that enclosed consent is a true and correct copy of a consent signed by all of the members of the Board of Directors of the Corporation on August 13, 2009 authorizing Frank Chechile, Chief Executive Officer of the Corporation, to execute contracts, agreements and other documents and instruments on behalf of the Corporation and that such consent has not been modified, rescinded, or revoked, and is at present in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Contractor this 8th day of April, 2010.

(Signature of Secretary or Clerk)

UNANIMOUS WRITTEN CONSENT
IN LIEU OF SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF
SABER SOFTWARE, INC.

We, the undersigned, being all of the members of the Board of Directors of Saber Software, Inc., a Illinois corporation (the "Corporation"), hereby execute this Unanimous Written Consent in Lieu of Special Meeting of the Board of Directors, hereby waive any required notice in connection herewith and hereby adopt the following resolutions to be of full force and effect on and as of the date hereof and direct that a copy hereof be filed with the minutes of the proceedings of this Board of Directors:

RESOLVED, that effective as of August 12, 2009, Frank Chechile as the duly elected Chief Executive Officer of the Corporation, is hereby authorized and empowered, on behalf of the Corporation, to execute contracts, agreements and other documents and instruments.

IN WITNESS WHEREOF, the undersigned members of the Board of Directors of the Corporation have signed this Unanimous Written Consent as of the dates written below, which may be signed in multiple counterparts to have the force and effect of an original whether or not any said counterpart shall have been signed by all of the members of the Board of Directors.

Date: August 13, 2009

[redacted]
Lester D. Ezrati

Date: August 13, 2009

[redacted]
Catherine A. Lesjak

Date: August 13, 2009

[redacted]
Paul T. Porrini

UNANIMOUS WRITTEN CONSENT
OF THE MANAGERS
OF
SABER SOFTWARE, INC.

We, the undersigned, being all of the members of the Board of Directors of **Saber Software, Inc.**, an Illinois Corporation (the "Company"), in lieu of holding a special meeting, do hereby consent to and adopt, pursuant to Section 8.15(d) of the Illinois Business Corporation Act of 1983, the following resolution, agreeing that such resolution shall have the same force and effect as if unanimously adopted at a meeting of the Board of Directors at which all members of the Board of Directors were present:

RESOLVED, that the Company hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142; and

This unanimous Written Consent may be executed in one or more counterparts, each of which shall be deemed original and all of which, when taken together, shall constitute one instrument. This Unanimous Written Consent shall be filed in the Minute Book of the Company.

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IN WITHNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of the Company, have executed this Unanimous Written Consent.

Dated: January 26, 2010

[redacted]

Paul T. Portini

Dated: January 22, 2010

[redacted]

Lester D. Ezrati

Dated: January 26, 2010

[redacted]

Catherine A. Lesiak

PERSONAL SERVICE AGREEMENT
STATE OF CONNECTICUT

CO-802A REV. 3/98 (Stock No. 6938-170-01) Print or Type

OFFICE OF THE STATE COMPTROLLER
CENTRAL ACCOUNTS PAYABLE DIVISION

1. THE STATE AGENCY AND THE CONTRACTOR, AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE C.G.S, AS APPLICABLE.

2

(1) ORIGINAL ☐ AMENDMENT ☒ | (2) IDENTIFICATION NO.

CONTRACTOR
(3) CONTRACTOR NAME: SABER SOFTWARE, INC.
(4) ARE YOU PRESENTLY A STATE EMPLOYEE? YES ☐ NO ☒
CONTRACTOR ADDRESS: 18110 SE 34th ST. Vancouver, WA 98683
CONTRACTOR FEIN/SSN: 36-4172737

STATE AGENCY
(5) AGENCY NAME AND ADDRESS: Department of Social Services, 25 Sigourney Street, Hartford, CT 06106
(6) AGENCY NO.: DSS6000

CONTRACT PERIOD
(7) DATE (FROM): 01/01/05 THROUGH (TO): 03/31/10
(8) INDICATE MASTER AGREEMENT ☐ CONTRACT AWARD ☐ NO NEITHER ☒

CANCELLATION CLAUSE
THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT).
(9) REQUIRED NO. OF DAYS WRITTEN NOTICE: 30 days

COMPLETE DESCRIPTION OF SERVICE
(10) CONTRACTOR AGREES TO: (Include special provisions – Attach additional blank sheets if necessary.)

Continue maintenance of the child care management information system.

COST AND SCHEDULE OF PAYMENT
(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

No change. Level funding. Payment shall be made in accordance with the Budget and Payment provisions set forth in the original contract as amended in paragraph 5 on page 2 of this amendment.

(12) ACT CD	(13) DOC TYP	(14) COM TY P	(15) LSE. TYP.	(16) ORIG. AGCY	(17) DOCUMENT NO.	(18) COMMIT AGCY	(19) COMMIT. NO.	(20) VENDOR FEIN/SSN – SUFFIX
						DSS6000		36-4172737

(21) COMMITTED AMOUNT	(22) OBLIGATED AMOUNT	(23) CONTRACT PERIOD (FROM/TO)

(24) Line No.	(25) Budget Reference	(26) Fund	(27) Department	(28) Program	(28) SID	(29) Account	(30) Project/Grant	(31) Chart 1	(32) Chart 2	(33) Amount
										$236,459.00

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

ACCEPTANCE AND APPROVALS

(34) **STATUTORY AUTHORITY §§ 4- 8, 17b-3**

(35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) [redacted] TITLE: Frank Chechile, CEO DATE: 22 DEC 09

(36) AGENCY (AUTHORIZED OFFICIAL) [redacted] TITLE: Michael P. Starkowski, Commissioner DATE: 12/30/09

(37) OFFICE [redacted] TITLE: DATE:

(38) ATTORNEY GENERAL (APPROVAL AS TO FORM) [redacted] ASSOC. ATTY. GENERAL DATE: 2/24/10

ASSOC.

DISTRIBUTION: PART 1 - CONTRACTOR PART 2 - COMPTROLLER PART 3 - OPM/DAS PART 4 - ATTORNEY GENERAL PART 5 – AGENCY

The Department of Social Services ("DSS") and Saber Software, Inc. ("Saber") do further agree to the following language as evidenced by the initials of each entity's signatory.

Executive Order No. 7C: Contracting Standards Board. This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:

(1) The State Contracting Standards Board ("Board") may review this Contract and recommend to the state Contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or section 4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency.

(2) For purposes of this Section, "Contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of $50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

Saber Initial: _____ Date: 16 FEB '10

DSS Initial: _____ Date: 2/18/10

Contract number 05DSS2902IH by and between the Department of Social Services (the "Department") and Saber Solutions, Inc. for the provision of the Child Care Management Information System and some software needs, as amended by amendment 1, is hereby further amended as follows:

1. The parties acknowledge and agree that effective May 1, 2009 and with the consent of the Department of Social Services, all of the rights, obligations and liabilities of the original contract by and between the Department of Social Services and Saber Solutions, Inc. were assigned to and assumed by Saber Software, Inc. ("Saber")
2. The definition of "Contractor" in Part 1 – Definitions in the original contract is, effective May 1, 2009 deleted and replaced with the following: The term "Contractor" means "Saber Software, Inc." or "Saber."
3. The end date of the term of the contract shall be extended from December 31, 2009 to March 31, 2010 to allow the parties time to complete negotiations.
4. The total contract value is increased from $2,700,000.00 to $2,936,459.00.
5. One payment equal to $114,189.00 is to be paid on or about January 25, 2010 for the 3-month support and maintenance of the Customer Service Center and Data Base Administration. One payment equal to $122,270.40 is to be paid on or about January 15, 2010 for the FileNET Support and Maintenance.
6. Section 1.7B ("Liaison and Notices"), is amended to provide that notices to Contractor shall be directed to:

   Saber Software, Inc.
   Attn: Contract Administrator
   18110 34th ST
   Vancouver, WA 98683
   Phone: 360-212-0032
   Fax: 866-947-4331

   and payments to Contractor shall be directed to:

   Saber Software, Inc.
   Dept LA 22589
   Pasadena, CA 91185-2589

7. The former non-discrimination section and section on sexual orientation (sections 5.3 and 5.5) are deleted and replaced in their entirety with the following:

Non-discrimination.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of

Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (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 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 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (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 section 46a-56.

(b) 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 project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

(d) 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.

(e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The Contractor shall include the provisions of sections (a) and (b) above 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 section 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.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(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 of 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 section 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 section 46a-56.

(h) The Contractor shall include the provisions of section (g) above 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 section 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) For the purposes of this entire Non-Discrimination section, “Contract” or "contract" includes any extension or modification of the Contract or contract, “Contractor” or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "Contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

This document constitutes an amendment to the above numbered contract. All provisions of that contract, except those explicitly changed or described above by this amendment, shall remain in full force and effect.

ACCEPTANCES AND APPROVALS

CONTRACTOR		DEPARTMENT	
Saber Software, Inc.		Department of Social Services	
[redacted]			
Signature (Authorized Official)	Date 22 DEC '09	Signature (Authorized Official)	Date 12/30/09
Frank Chechile	Chief Executive Officer		
Typed Name (Authorized Official)	Title	Typed Name (Authorized Official)	Title

OFFICE OF THE ATTORNEY GENERAL

[redacted] 2/24/10

ASSOC. Attorney General (as to form) Date

ASSOC. ATTY. GENERAL

ATTESTATION

I, Jo Keaton, Assistant Secretary of Saber Software, Inc., (the "Corporation"), do hereby certify that enclosed consent is a true and correct copy of a consent signed by all of the members of the Board of Directors of the Corporation on August 13, 2009 authorizing Frank Chechile, Chief Executive Officer of the Corporation, to execute contracts, agreements and other documents and instruments on behalf of the Corporation and that such consent has not been modified, rescinded, or revoked, and is at present in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Contractor this 14th day of January, 2010.

Jo Keaton

(Signature of Secretary or Clerk)

L. S.

UNANIMOUS WRITTEN CONSENT
IN LIEU OF SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF
SABER SOFTWARE, INC.

We, the undersigned, being all of the members of the Board of Directors of Saber Software, Inc., a Illinois corporation (the "Corporation"), hereby execute this Unanimous Written Consent in Lieu of Special Meeting of the Board of Directors, hereby waive any required notice in connection herewith and hereby adopt the following resolutions to be of full force and effect on and as of the date hereof and direct that a copy hereof be filed with the minutes of the proceedings of this Board of Directors:

RESOLVED, that effective as of August 12, 2009, Frank Chechile as the duly elected Chief Executive Officer of the Corporation, is hereby authorized and empowered, on behalf of the Corporation, to execute contracts, agreements and other documents and instruments.

IN WITNESS WHEREOF, the undersigned members of the Board of Directors of the Corporation have signed this Unanimous Written Consent as of the dates written below, which may be signed in multiple counterparts to have the force and effect of an original whether or not any said counterpart shall have been signed by all of the members of the Board of Directors.

Date: August 13, 2009

[redacted]
Lester D. Ezrati

Date: August 13, 2009

[redacted]
Catherine A. Lesjak

Date: August 13, 2009

[redacted]
Paul T. Porrini

PERSONAL SERVICE AGREEMENT
STATE OF CONNECTICUT
CO-802A REV. 3/98 (Stock No. 6938-170-01) Print or Type

OFFICE OF THE STATE COMPTROLLER
CENTRAL ACCOUNTS PAYABLE DIVISION

1. THE STATE AGENCY AND THE CONTRACTOR, AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE C.G.S, AS APPLICABLE.

(1) ORIGINAL ☐ AMENDMENT ☒ A1 (2) IDENTIFICATION NO. PS 05DSS2902IH

CONTRACTOR
(3) CONTRACTOR NAME: SABER SOLUTIONS, INC.
(4) ARE YOU PRESENTLY A STATE EMPLOYEE? YES ☐ NO X
CONTRACTOR ADDRESS: 1800 SW First Avenue, Suite 350, Portland, OR 97201
CONTRACTOR FEIN/SSN: 20-4427118

STATE AGENCY
(5) AGENCY NAME AND ADDRESS: Department of Social Services, 25 Sigourney Street, Hartford, CT 06106
(6) AGENCY NO.: DSS6000

CONTRACT PERIOD
(7) DATE (FROM): 01/01/2005 THROUGH (12/31/2009
(8) INDICATE: MASTER AGREEMENT ☐ CONTRACT AWARD ☐ NO NEITHER X

CANCELLATION CLAUSE
THS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT).
(9) REQUIRED NO. OF DAYS WRITTEN NOTICE: 30 Days

COMPLETE DESCRIPTION OF SERVICE
(10) CONTRACTOR AGREES TO: (Include special provisions – Attach additional blank sheets if necessary.)

EXTEND THE CONTRACT END DATE FOR A PERIOD OF TWO YEARS THROUGH DECEMBER 31, 2009 TO CONTINUE TO PROVIDE CERTAIN CONSULTING, SOFTWARE DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE SERVICES IN CONNECTION WITH THE CHILD CARE MANAGEMENT INFORMATION SYSTEM. SUCH SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS AMENDED BY THE TERMS AND CONDITIONS OF THIS AMENDMENT AS IT CONTINUES ON PAGES TWO THROUGH EIGHT.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT NOT AMENDED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT

COST AND SCHEDULE OF PAYMENT
(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

THE MAXIMUM VALUE OF THE CONTRACT SHALL BE INCREASED BY $1,500,000.00 FROM $1,200,000.00. TO A NOT TO EXCEED VALUE OF $2,700,000.00 PAYMENTS SHALL BE MADE IN ACCORDANCE WITH THE BUDGET AND PAYMENT PROVISIONS SET FORTH IN PART 3 OF THE ORIGINAL CONTRACT ON PAGES 14 THROUGH 16 AS AMENDED IN SECTION 5 ON PAGES 5 AND 6 OF THIS AMENDMENT.

(12) ACT CD	(13) DOC TYP	(14) COM TY P	(15) LSE. TYP.	(16) ORIG. AGCY	(17) DOCUMENT NO.	(18) COMMIT AGCY	(19) COMMIT. NO.	(20) VENDOR FEIN/SSN – SUFFIX
	PS					DSS6000		20-4427118

(21) COMMITTED AMOUNT | (22) OBLIGATED AMOUNT | (23) CONTRACT PERIOD (FROM/TO): 01/01/05 – 12/31/09

(24) Line No.	(25) Reference	(26) Fund	(27) Department	(28) Program	(28) SID	(29) Account	(30) Project/Grant	(31) Chart 1	(32) Chart 2	(33) Amount

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

ACCEPTANCE AND APPROVALS

(34) **STATUTORY AUTHORITY §§ 4- 8, 17b-3**

(35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) — TITLE: CEO — DATE: 5/9/07

(36) AGENCY [redacted] — TITLE: Michael P. Starkowski, Commissioner — DATE: 6/14/07

(37) OFFICE [redacted] — TITLE: — DATE:

(38) ATTORNEY GENERAL (APPRO [redacted] — ASSOC. ATTY. GENERAL — DATE: 6/26/07

DISTRIBUTION: PART 1 - CONTRACTOR PART 2 - COMPTROLLER PART 3 - OPM/DAS PART 4 - ATTORNEY GENERAL - PART 5 – AGENCY

PERSONAL SERVICE AGREEMENT
STATE OF CONNECTICUT

CO-802A REV. 3/98 (Stock No. 6938-170-01) Print or Type

OFFICE OF THE STATE COMPTROLLER
CENTRAL ACCOUNTS PAYABLE DIVISION

1. THE STATE AGENCY AND THE CONTRACTOR, AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE C.G.S, AS APPLICABLE.

(1) ORIGINAL ☐ AMENDMENT ☒ A1 | (2) IDENTIFICATION NO. PS 05DSS2902IH

CONTRACTOR
(3) CONTRACTOR NAME: SABER SOLUTIONS, INC.
(4) ARE YOU PRESENTLY A STATE EMPLOYEE? YES ☐ NO X
CONTRACTOR ADDRESS: 1800 SW First Avenue, Suite 350, Portland, OR 97201
CONTRACTOR FEIN/SSN: 20-4427118

STATE AGENCY
(5) AGENCY NAME AND ADDRESS: Department of Social Services, 25 Sigourney Street, Hartford, CT 06106
(6) AGENCY NO.: DSS6000

CONTRACT PERIOD
(7) DATE (FROM): 01/01/2005 THROUGH (: 12/31/2009
(8) INDICATE: MASTER AGREEMENT ☐ CONTRACT AWARD ☐ NO NEITHER X

CANCELLATION CLAUSE
THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT).
(9) REQUIRED NO. OF DAYS WRITTEN NOTICE: 30 Days

COMPLETE DESCRIPTION OF SERVICE
(10) CONTRACTOR AGREES TO: (Include special provisions – Attach additional blank sheets if necessary.)

EXTEND THE CONTRACT END DATE FOR A PERIOD OF TWO YEARS THROUGH DECEMBER 31, 2009 TO CONTINUE TO PROVIDE CERTAIN CONSULTING, SOFTWARE DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE SERVICES IN CONNECTION WITH THE CHILD CARE MANAGEMENT INFORMATION SYSTEM. SUCH SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS AMENDED BY THE TERMS AND CONDITIONS OF THIS AMENDMENT AS IT CONTINUES ON PAGES TWO THROUGH EIGHT.

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COST AND SCHEDULE OF PAYMENT
(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

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(12) ACT CD	(13) DOC TYP	(14) COM TY P	(15) LSE. TYP.	(16) ORIG. AGCY	(17) DOCUMENT NO.	(18) COMMIT AGCY	(19) COMMIT. NO.	(20) VENDOR FEIN/SSN – SUFFIX
	PS					DSS6000		20-4427118

(21) COMMITTED AMOUNT | (22) OBLIGATED AMOUNT | (23) CONTRACT PERIOD (FROM/TO): 01/01/05 – 12/31/09

(24) Line No.	(25) Reference	(26) Fund	(27) Department	(28) Program	(28) SID	(29) Account	(30) Project/Grant	(31) Chart 1	(32) Chart 2	(33) Amount

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

ACCEPTANCE AND APPROVALS

(35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) [redacted] TITLE: CEO DATE: 5/9/07

(36) AGENCY [redacted] TITLE: Michael P. Starkowski, Commissioner DATE: 6/14/07

(37) OFF [redacted] TITLE: DATE:

(38) ATTORNEY GENERAL (APPROVED AS TO FORM) [redacted] ASSOC. ATTY. GENERAL DATE: 6/26/07

(34) STATUTORY AUTHORITY §§ 4- 8, 17b-3

DISTRIBUTION: PART 1 - CONTRACTOR PART 2 - COMPTROLLER PART 3 - OPM/DAS PART 4 - ATTORNEY GENERAL - PART 5 – AGENCY

1. The parties acknowledge and agree that effective June 1, 2006 and with the consent of the Department of Social Services, all of the rights, obligations and liabilities of the original contract by and between the Department of Social Services and Covansys Corporation ("Covansys") were assigned to and assumed by Saber Solutions, Inc. ("Saber").

2. The definition of "Contractor" in Part 1 – Definitions in the original contract is, effective June 1, 2006 deleted and replaced with the following: The term "Contractor" means "Saber Solutions, Inc." or "Saber."

3. A new section 7, "Contractor Filenet Warranty and Technical Support," is added to Part 2 of the Scope of Work of the original contract as follows:

Section 7 - Contractor FileNet Warranty and Technical Support

A. **Reseller Authority to Provide Services** – The Contractor hereby warrants and certifies that they are authorized to resell both FileNet Software and Support to the Department and that the Department desires to obtain FileNet Software and Support from the Contractor through this contract. If, during the term of this contract amendment the Contractor discontinues its relationship with FileNet, the Contractor shall notify the Department and the Department agrees to obtain FileNet Software and Services directly from FileNet or from any other qualified FileNet Advantage Support Provider. The Contractor shall advise the Department of the Contractor's annual date of renewal with FileNet and the Department may at that time, advise the Contractor that it no longer requires the FileNet Software Support from the Contractor.

B. **Support Policy** – During the period of time that the Contractor provides and the Department obtains FileNet Software and Support from the Contractor, the Contractor shall provide services to the Department for its CCMIS under FileNET's ValueNet Partner Advantage Support Program (Support Program). The Contractor shall:

i. Provide the Department first line FileNet Warranty and Technical Support for one (1) year from the date of the last FileNet support contract re-enrollment and every year thereafter so long as the Department's contract with the Contractor remains in effect and the Department has not advised the Contractor that it no longer desires to obtain the FileNet Warranty and Technical Support directly from the Contractor. The Contractor and the Department shall mutually agree to a flexible yet comprehensive support plan that achieves the Department's goals.

ii. Provide to the Department the right to New Version support which shall provide the Department the ability to receive required software updates; all major and minor upgrades /patches/fixes to the listed software.

iii. If requested by the Department, place any calls required by the Department (Service Action Requests, see below) for the listed FileNet Software to FileNet Customer Support Services.

iv. Make available to the Department the Contractor's Customer Service Customer Support Center and Help Desk, Monday through Friday from 8:00 a.m. to 6:00 p.m. Eastern Time. If the Department requires support outside of those hours the Contractor shall make such support available in accordance with a mutually agreed upon process and at a mutually agreed upon fee.

C. **Support Services** - Software Support shall include the response to and resolution of problems with the software encountered by the Department as reported to the Contractor's Customer Support Center and Help Desk by the Department. The Contractor and the Department shall mutually agree upon the support procedures. Resolution of encountered problems reported by the Department may, at the Contractor's option, consist of:

i. maintenance provided through telephone or electronic support; and/or

ii. Reporting to FileNet of any defect in the software that materially and adversely affects the use of the software as described in the Contract, Part 1 Definitions (see "CCMIS Defect") and supplemented by FileNet's documentation; and/or

iii. Delivery of FileNet supplied software defect corrections or other changes limited to the current or immediate prior software release, as defined in the Contract, Part 1 Definitions.

D. The Contractor shall use commercially reasonable efforts to respond to the Department's calls according to the priority level of the call (see call levels described below) and ensure that all Department calls are resolved within a commercially reasonable period.

E. **Support Limitations** - Software support is contingent upon the use of unmodified software (except as authorized by FileNet) operated in accordance with FileNet's documentation. Software Support specifically excludes the following:

i. Support to a version of Software other than the current or immediate prior release;
ii. efforts to restore a release of the software beyond the current or immediate prior release;
iii. efforts to restore DSS data beyond the most recent back up;

F. **End of Software Support Life** - FileNet periodically announces the End of Support Life (EOSL) for software. The Contractor shall notify the

Department in writing or by electronic mail no less than ninety (90) days prior to EOSL. After the EOSL, telephone and or web based support is limited to current available fixes, which are available upon commercially reasonable efforts.

G. Installation and periodic upgrades to FileNET – Services shall include:

i. Installation of FileNET software required components;
ii. Patching FileNET installs to required/supported levels to maintain FileNET software at current or immediately prior release; and
iii. Evaluation of FileNET upgrades and providing an assessment of compatibility between FileNET and the CCMIS.

H. The Contractor, at its own cost, shall be responsible for any changes to CCMIS needed to maintain compatibility between CCMIS and the current supported version(s) of FileNET. However, the cost for any hardware or operating system upgrades shall be the Department's responsibility.

I. **Department Responsibilities** – The Department shall be responsible for maintenance and installation of any common carrier equipment or communication service related to the operation of the software and not furnished by FileNet. The Department shall be responsible for performing software backups in accordance with published documentation. The Department shall notify the Contractor of any software failure and shall allow the Contractor or its designee reasonable access to the software for performing support. The Department must provide a FileNet trained system administrator, trained in the operating system, database (including back-up and restore) and must require that any support calls to the Contractor must be placed by the designated Department contact(s).

J. **Support Charges -** Upon thirty (30) days written notice, FileNet may change its Support Charges then in effect. If the Support Charges are increased, the Department may terminate FileNet Software & Support as of the effective date of such increase, upon fifteen (15) days written notice to the Contractor. If the Department does not terminate FileNet Software & Support as stipulated, the new Support Charges shall become effective on the date specified in the notice. The Contractor shall continue to offer FileNet support services during the life of this contract in the event the Contractor terminates its relationship with FileNet.

K. The Contractor and the Department shall develop and mutually agree to a Problem Resolution Procedures JIRA Ticket Submission Flow to address requests for support. The agreed upon procedures shall utilize the guidelines shown in the table below to prioritize issues and to determine response times to service calls:

Response Times to Support Requests	
Classification of JIRA Ticket (as defined in the Agreement)	**Initial Phone Response**
Blocking	Within two hours of receipt or less
Critical	Within four hours of receipt or less
Major	Within twenty-four hours of receipt or less
Minor	Within forty-eight hours of receipt or less
Cosmetic	Within one week of receipt or less

4. Section 5 C "Installation and periodic upgrades to FileNet" in Part 2 of the Scope of Work on page 11 of the original contract is deleted in its entirety and replaced with the following: "Effective March 1, 2007, and continuing through the end of the contract term, Contractor will perform the services identified in Part 2, Section 7 the Contract set forth in paragraph 3 of this amendment in exchange for the payments described in paragraph 5E of this amendment. Between the effective date of the parties' first amendment to the Contract ("First Amendment") and March 1, 2007, Contractor will continue to install periodic upgrades to FileNET, as provided for the Contract prior to this First Amendment."

5. Part 3 of the Contract ("Budget and Payment Provisions") is amended as follows:

   A. Section 1 ("Customer Service Center") is amended by addition of the following:
      i. Year 4 begins January 1, 2008 $31,002; and
      ii. Year 5 begins January 1, 2009 $32,862

   B. Section 2 ("Data Base Administration") is amended by addition of the following:
      i. Year 4 begins January 1, 2008 $4,907; and
      ii. Year 5 begins January 1, 2009 $5,201

   C. Section 4A, is deleted in its entirety and replaced with the following: "The maximum value of this contract for the period January 1, 2005 through December 31, 2009 shall not exceed $2,700,000."

   D. Section 4B, is amended by addition of the following:

      i. 13. A thirteenth payment equal to $107,727 on or about January 25, 2008
      ii. 14. A fourteenth payment equal to $107,727 on or about April 25, 2008
      iii. 15. A fifteenth payment equal to $107,727 on or about July 25, 2008
      iv. 16. A sixteenth payment equal to $107,727 on or about October 25, 2008

v. 17. A seventeenth payment equal to $114,189 on or about January 25, 2009
vi. 18. An eighteenth payment equal to $114,189 on or about April 25, 2009
vii. 19. A nineteenth payment equal to $114,189 on or about July 25, 2009
viii. 20. A twentieth payment equal to 114,189 on or about October 25, 2009

E. A new Section 4E is added as follows:

i. Annual payments for Support and Maintenance of FileNET, as described in Part 2 - Section 7 to the Contract, is as follows:
   1. Year 1 of FileNET Support (beginning March 1, 2007) $92,625 on or about May 13, 2007;
   2. Year 2 of FileNET Support (beginning January 1, 2008) $111,150 on or about January 15, 2008; and
   3. Year 3 of FileNET Support (beginning January 1, 2009) $111,150 on or about January 15, 2009

6. Part 4 of the Contract ("Mandatory Terms and Conditions") is amended as follows:

A. Section 1.2 ("Contract Term") is deleted in its entirety and replaced with the following: "The contract term shall be from January 1, 2005 to December 31, 2009."

B. Section 1.7 B ("Liaison and Notices"), is amended to provide that notices to Contractor shall be directed to:

Saber Solutions, Inc.
1800 SW First Avenue, Suite 350, Portland, OR 97201
Attention: Legal Department
Phone: 503-228-0775
Fax: 503-228-0766
e-mail: legal@sabercorp.com

and
payments to Contractor shall be directed to:

Saber Solutions, Inc.
1800 SW First Avenue, Suite 350, Portland, OR 97201
Attention: Finance
Reference: Scope of Work Document

C. **Section 2.4 "CONFIDENTIALITY" is amended to add the following subsection:**

i. **F. Government Function; Freedom of Information.** If the amount of this Contract exceeds two million five hundred thousand dollars ($2,500,000), and the Contract is for the performance of a governmental

function, as that term is defined in Conn. Gen. Stat. § 1-200(11), as amended by Pubic Act 01-169, the Department is entitled to receive a copy of the records and files related to the Contractor's performance of the governmental function, and may be disclosed by the Department pursuant to the Freedom of Information Act. Section 1-200(11) of the State of Connecticut General Statutes defines "Governmental Function" as the administration or management of a program of a public agency, which program has been authorized by law to be administered or managed by a person, where (A) the person receives funding from the public agency for administering or managing the program, (B) the public agency is involved in or regulates to a significant extent such person's administration or management of the program, whether or not such involvement or regulation is direct, pervasive, continuous or day-to-day, and (C) the person participates in the formulation of governmental policies or decisions in connection with the administration or management of the program and such policies or decisions bind the agency. The Department and the Contractor agree that the Contractor does not make governmental policy decisions that are binding on the Department. Therefore the Contractor's performance under the terms of this Contract do not equate to the performance of a governmental function.

D. Section 5.4 Executive Orders Numbers 3, 16 and 17 is amended by the addition of the following: Executive Order No. 7C: Contracting Standards Board. This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:

(1) The State Contracting Standards Board ("Board") may review this Contract and recommend to the state Contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or section 4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency.

(2) For purposes of this Section, "Contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing,

the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of $50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

E. **A new section 9.5 is added as follows: Whistleblowing.** This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

F. **A new section 9.6 is added as follows: Campaign Contribution Restrictions.** On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies. The new law makes important revisions to existing state statutes that prohibit state contractors, prospective contractors, and their principals from soliciting or making contributions to state political campaigns. For all State contracts as defined in P.A. 07-1 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.

999-55I-CC5-01

PERSONAL SERVICE AGREEMENT
STATE OF CONNECTICUT
CO-802A REV. 3/98 (Stock No. 6938-170-01) Print or Type

OFFICE OF THE STATE COMPTROLLER
CENTRAL ACCOUNTS PAYABLE DIVISION

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(1) ORIGINAL ☒ AMENDMENT ☐ | (2) IDENTIFICATION NO. PS 05DSS2902IH

CONTRACTOR
(3) CONTRACTOR NAME: COVANSYS CORPORATION
(4) ARE YOU PRESENTLY A STATE EMPLOYEE? YES ☐ NO X
CONTRACTOR ADDRESS: 32605 West Twelve Mile Road, Suite 250, Farmington Hills, MI 48334-3339
CONTRACTOR FEIN/SSN: 382606945

STATE AGENCY
(5) AGENCY NAME AND ADDRESS: Department of Social Services, 25 Sigourney Street, Hartford, CT 06106
(6) AGENCY NO.: DSS6000

CONTRACT PERIOD
(7) DATE (FROM): 01/01/2005 THROUGH (: 12/31/2007
(8) INDICATE: MASTER AGREEMENT ☐ CONTRACT AWARD ☐ NO NEITHER X

CANCELLATION CLAUSE
THS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT).
(9) REQUIRED NO. OF DAYS WRITTEN NOTICE: 30 Days

COMPLETE DESCRIPTION OF SERVICE
(10) CONTRACTOR AGREES TO: (Include special provisions – Attach additional blank sheets if necessary.)

PROVIDE CERTAIN CONSULTING, SOFTWARE DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE SERVICES IN CONNECTION WITH THE CHILD CARE MANAGEMENT INFORMATION SYSTEM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT AS SET FORTH ON PAGES TWO THROUGH 50.

COST AND SCHEDULE OF PAYMENT
(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

THE MAXIMUM VALUE OF THE CONTRACT SHALL NOT EXCEED $1,200,000.00. PAYMENTS SHALL BE MADE IN ACCORDANCE WITH THE BUDGET AND PAYMENT PROVISIONS SET FORTH IN PART 3 OF THIS CONTRACT ON PAGES 14 THROUGH 16.

(12) ACT CD	(13) DOC TYP	(14) COM TY P	(15) LSE. TYP.	(16) ORIG. AGCY	(17) DOCUMENT NO.	(18) COMMIT AGCY	(19) COMMIT. NO.	(20) VENDOR FEIN/SSN – SUFFIX
	PS					DSS6000		382606945

(21) COMMITTED AMOUNT | (22) OBLIGATED AMOUNT | (23) CONTRACT PERIOD (FROM/TO): 01/01/05 – 12/31/07

(24) Line No.	(25) Budget Reference	(26) Fund	(27) Department	(28) Program	(28) SID	(29) Account	(30) Project/Grant	(31) Chart 1	(32) Chart 2	(33) Amount
	2005	11000	DSS60752	14000	10020	53760	DSS_NONPROJECT	168029	NO_CODE	$180,900.00

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

ACCEPTANCE AND APPROVALS

(25) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) [redacted] TITLE [redacted] DATE 04/29/05

(26) AGENCY AUTHORIZED OFFICIAL [redacted] TITLE Michael P. Starkowski, Deputy Commissioner DATE 5/2/05

(37) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV. TITLE DATE

(38) ATTORNEY GENERAL (APPROVED AS TO FORM) [redacted] Assoc. Atty. General DATE 5/05/05

STATUTORY AUTHORITY §§ 4- 8, 17b-3

DISTRIBUTION [redacted] RAL - PART 5 – AGENCY

PART 1 – DEFINITIONS

Acceptance – The formal written acknowledgment of an agreement between the Department and the Contractor.

Business Requirements – A description of necessary operational processes and workflows to support CCMIS.

Care 4 Kids Program (C4K) – The name of the Connecticut program that provides child care assistance to low and moderate income families in the form of direct subsidies.

C4K Program Administrator - The organization under contract with DSS to administer the C4K program.

Customer Service Center - The Contractor's designated contact for the Department and the Departments' C4K Program Administrator to initiate requests for a CCMIS Modification.

Child Care Management Information System (CCMIS) - The Contractor's proprietary CCMS 2000 software application licensed for use by the Department and/or the C4K Program Administrator on behalf of the Department for the operation of the C4K program and as further defined in Part 4 of the Contract as "Software". CCMIS includes the integrated application modules of client, provider, funding, agency, reimbursement, interfaces, reports and notices, and system administration as well as related developments including the website and the workflow and imaging application.

CCMIS Change Order – A mutually agreed upon document between the Contractor and Department that sets forth the process and terms, including payment terms, to develop and implement a CCMIS Enhancement.

CCMIS Data Fix - A correction of data residing in the CCMIS database implemented in accordance with the Change Control Process set forth in Exhibit C on pages 49 and 50 of this agreement.

CCMIS Defect – An error in the source code that causes CCMIS to operate incorrectly.

CCMIS Enhancement – A change to CCMIS functionality implemented in accordance with the Change Control Process set forth in Exhibit C.

CCMIS Modification - A CCMIS Data Fix, CCMIS Enhancement or CCMIS Program Fix.

CCMIS Program Fix - A change to CCMIS source code to correct a CCMIS Defect implemented in accordance with the Change Control Process set forth in Exhibit C on pages 49 and 50 of this agreement.

Change Control Process – The iterative process by which changes to CCMIS functionality are developed, tested and moved into production.

Contractor - The term "Contractor" means Covansys Corporation.

Department, State or DSS – means the State of Connecticut Department of Social Services.

Detailed System Design Document or DSDD – Documentation, provided by Covansys and approved by the Department, that describes the details of the design of the Connecticut CCMIS. The DSDD is the revised version approved by the Department on 5/1/2002 including, any updates made to the DSDD since 5/1/2002 to the following sections: Data Dictionary, Entity Relationships Diagram, CCMIS Security Matrix, Key Formulas, System Codes, and Screen Images, Including Mandatory Fields.

Development Center of Excellence or DCE - The Contractor's development site where the Customer Service Center is housed.

External Interface - A file or automated method of transferring data to and from CCMIS.

Federal Reporting Change – A CCMIS Enhancement to the CCMIS reporting capabilities necessitated by a statutory or regulatory change promulgated by the federal government.

JIRA APPLICATION - The Contractor's tracking and project management software tool.

JIRA ticket- the standard form that is completed by the Department and/ or the C4K Program Administrator to the Customer Service Center to request a CCMIS Modification or a Federal Reporting Change.

Product Release Notes – Notes distributed by the Contractor to the Department explaining CCMIS Modifications or a Federal Reporting Change

Regression Testing – the testing process used to determine that all CCMIS functions operate correctly.

Software Release – Individual or bundled modifications to the Software that are deployed into production.

Static Pages - web pages that contain text but no underlying logic.

Stress Test – the testing process whereby the Contractor verifies that a CCMIS Modification operates correctly under peak or abnormal conditions.

System Test – the testing process followed by the Contractor to ensure that CCMIS Modifications are integrated and functioning properly with existing hardware and software.

Unit Test – the testing process whereby the Contractor verifies that a CCMIS module (client, provider, funding, system administration, etc.) or the individual code compilation within is fully functional.

Users – personnel authorized by the Department, the C4K Program Administrator and/or the Contractor to access CCMIS using an identification number, password and specified security clearance.

User Acceptance Testing (UAT) – the testing process whereby DSS, the C4K Program Administrator and the Contractor verify that CCMIS Modifications perform correctly prior to production. Following the approval of the Requirements Document, the Department and the Contractor shall develop a schedule for the UAT. The schedule must identify the number of days from the date that the CCMIS Modification is delivered to the Department that the Department has to approve or notify the Contractor of any non-conformity of the CCMIS Modification and the number of days from the date of delivery of the CCMIS Modification to the Department that the Department may request an extension to the UAT schedule. The Contractor agrees that any timely request for an extension to the UAT schedule made by the Department shall not be unreasonably denied. The Department and the Contractor shall also agree that if the Department fails to approve the CCMIS Modification or notify the Contractor of a non-conformity with the CCMIS by the date specified that the CCMIS shall be deemed approved by the Department.

Volume Testing – the testing process whereby DSS, the C4K Program Administrator or the Contractor verifies that CCMIS performs correctly under high-volume conditions.

PART 2 – SCOPE OF WORK

Section 1 – Overview

Section 2 – CCMIS Additional Items

Section 3 – Customer Service Center

Section 4 – Maintenance and Changes to CCMIS Functionality

Section 5 – Database Administration (DBA) Services

Section 6 – CCMIS Change Order Process

SECTION 1 – OVERVIEW

Throughout the term of this contract the Contractor shall provide certain consulting, software design, development, implementation and maintenance services in connection with the CCMIS, as those tasks are more fully described herein.

SECTION 2 - CCMIS ADDITIONAL ITEMS

A. The Contractor shall complete the CCMIS Additional Items identified in Exhibit A on page 46 of this agreement. The completion date for each additional item and the scope of the tasks to complete each CCMIS Additional Item shall be agreed to by the Department and the Contractor.

B. The Contractor agrees there will be no charge to the Department for the completion and delivery to the Department of the tasks and products listed in Exhibit A on page 46 of this agreement.

C. The Contractor and the Department shall, within sixty (60) days of the execution of this Contract, negotiate a time frame for the completion and delivery of the tasks and products listed in Exhibit A on page 46 of this agreement.

D. To complete tasks 2, 3, 4 and 5 listed in Exhibit A on page 46 of this agreement the Contractor shall follow the Change Control Process described in Exhibit C on pages 49 and 50 of this agreement.

SECTION 3 – CUSTOMER SERVICE CENTER

A. The Contractor shall implement and maintain a Customer Service Center, which will serve as the primary point of contact between the Contractor, the Department and the C4K Program Administrator. The Customer Service Center shall be available 8:00 a.m. – 6:00 p.m E.S.T., Monday through Friday, excluding holidays observed by the State of Connecticut. After hours schedule support will be coordinated by the Customer Service Center in advance and apply only to a business function failure classified as "blocking" in Section 3 - C (2)(a)).

B. The Contractor shall employ staff as Customer Service Representatives with the job responsibilities specified in Exhibit B on pages 47 and 48 of this agreement.

C. The Customer Service Center shall:

1. Provide a single point of contact with multiple communication channels for the Department and/or C4K Program Administrator to submit JIRA tickets through the JIRA Application web site/FTP, fax, e-mail, voice mail, and telephone.

2. Review and catalogue each JIRA-ticket according to the following classification system:

    a. Blocking – a critical CCMIS failure that prevents DSS or the C4K Program Administrator from conducting the daily business processes. A Customer Service Representative will respond to DSS or the C4K Program Administrator designee who submitted the JIRA-ticket within two hours of its receipt if the ticket is classified as "Blocking".

    b. Critical – a time sensitive CCMIS failure that affects DSS' or the C4K Program Administrator's business process. A Customer Service Representative will respond to DSS or the C4K Program Administrator designee who submitted the JIRA-ticket within four hours of its receipt if the ticket is classified as "Critical".

    c. Major – a CCMIS failure that negatively impacts DSS' or the C4K Program Administrator's business processes but is not time-sensitive. A Customer Service Representative will respond to DSS or the C4K Program Administrator designee who submitted the JIRA-ticket within twenty-four hours of its receipt if the ticket is classified as "Major".

    d. Minor – a CCMIS change that is mandated by Federal regulations but is not time-sensitive and/or a CCMIS change that does not impact DSS' or the C4K Program Administrator's business processes and is not time-sensitive. A Customer Services Representative will respond to DSS or the C4K Program Administrator designee who submitted the JIRA-ticket within forty-eight hours of its receipt if the ticket is classified as "Minor".

    e. Cosmetic – non-business change or CCMIS Modification. A Customer Services Representative will respond to DSS or the C4K Program Administrator designee within one week of its receipt if the ticket is classified as "Cosmetic".

3. Determine and classify the submitted JIRA-ticket as a:

    a. General Question;
    b. CCMIS Data Fix;
    c. CCMIS Program Fix; or
    d. CCMIS Enhancement.

4. If the JIRA ticket is classified as a CCMIS Enhancement that is not a Federal Reporting Change, then the Contractor shall require DSS to, in addition to the JIRA ticket, submit a CCMIS Change Order in accordance with Part 2 Section 6 of this Contract.

5. Review the classification of the JIRA-ticket with DSS or the C4K Program Administrator personnel designated to review the JIRA-ticket. Any disagreements between the Customer Service Center and the Department regarding the classification of JIRA-ticket shall initially be reviewed by the Department's Project Manager and the Contractor's Project Manager. Any disputes that cannot be resolved will be referred to the DSS Contract Administrator pursuant to Part 4, Section 4.1 - Mandatory Terms and Conditions.

D. The Contractor shall produce a monthly JIRA-ticket activity summary report and electronically submit such report to the Department by the fifteenth day of the subsequent month. The content of the report shall be discussed with and agreed to by the Department.

SECTION 4 – MAINTENANCE OF AND CHANGES TO CCMIS FUNCTIONALITY

A. Throughout the term of this Contract the Contractor and the Department agree:

1. That any change to CCMIS functionality shall be initiated by the submission of a JIRA ticket to the Customer Service Center to be classified by the Contractor as a:

    a. CCMIS Data Fix;
    b. CCMIS Enhancement; or
    c. CCMIS Program Fix.

2. That the labor costs associated with a change in CCMIS functionality that is classified as a CCMIS Data Fix or CCMIS Program Fix are included in the monthly charges set forth in Part 3, Section 1 and 2 and the scheduled quarterly payments set forth in Part 3 Section 4 of this Contract.

3. That the labor costs associated with a change in CCMIS functionality that is classified as a CCMIS Enhancement that is a Federal Reporting Change are included in the monthly charges set forth in Part 3, Section 1 and 2 and the scheduled quarterly payments set forth in Part 3 Section 4 of this Contract.

4. That the scope of the change and the labor costs associated with a change in CCMIS functionality that is classified as a CCMIS Enhancement that is not a Federal Reporting Change shall be determined through the CCMIS Change Order Process set forth in Part 2 Section 6 of this Contract and that the hourly rates to determine the labor costs associated with a change in CCMIS functionality that is classified as a CCMIS Enhancement that is not a Federal Reporting are set forth in Part 3, Section 3 of this Contract..

5. That a CCMIS Change Order and/or CCMIS Enhancement requests may originate from either a JIRA-ticket completed by DSS and/or the C4K Program Administrator or through a direct correspondence from DSS to the Contractor's Project Manager.

6. That the Change Control Process as delineated in Exhibit C on pages 49 and 50 of this agreement shall be followed for the changes to CCMIS functionality that are identified in Part 2, Section 4A1. The Change Control Process may be modified with the mutual agreement of both parties.

7. That the Contractor shall use personnel in the roles identified in Exhibit B on pages 47 and 48 of this agreement to complete the necessary work for changes to CCMIS functionality.

8. That the Contractor shall provide process management and support for a Software Release (can we define what is meant by process management and support) on all CCMIS modules, including the scheduled release of software code updates; standardized regression testing; support of acceptance test activities through the test environment in the Contractor DCE and the test environments established for User Acceptance Testing by the Department; and generation and distribution of Product Release Notes prior to acceptance testing in accordance with the agreed upon time frames.

9. That the Contractor shall maintain a customer accessible web site for posting of Product Release Notes, frequently asked questions, and other information and reports as agreed upon by both parties.

10. That the Contractor shall utilize version control management and quality assurance processes during the review, development and implementation of changes to the CCMIS.

11. That the Contractor shall maintain levels of security, as defined in the security matrix in the system administration module of the CCMIS and documented in the DSDD, which will allow individual users to be assigned different levels of access to CCMIS including: view only, full access or administrative access rights.

12. That the Contractor shall work with the Department and the C4K Program Administrator to ensure a secure connection to CCMIS and its data through a VPN or other secure means.

13. That the Contractor shall maintain the functionality necessary to permit Internet access to CCMIS by DSS central and regional office staff, the C4K Program Administrator, staff from the Connecticut Department of Labor and its contractors and other individuals as designated by the Department.

14. That the Contractor shall provide "remote support", utilizing personnel in positions described in Exhibit B on pages 47 and 48 of this agreement, via secure connection to the Contractor or via telephone and electronic means to assist in disaster recovery activities associated with production servers and database restoration failure.

15. That the Contractor shall assist the Department in repairing the database and loading the software if it fails. The Department shall, on a regular basis, back up data and validate the integrity of this task. The Department shall provide the Contractor its back-up procedures, including the frequency of back up activities, within 30 days of the execution of this contract. The Contractor shall, within 30 days of receipt of the back-up procedures from the Department, approve or send back to the Department for suggested changes.

16. That the Department shall provide and maintain the routers, cables and a T-1 line from the program operations site to the Contractor facility in Middletown, CT.

17. That the Department shall provide the Contractor access to each CCMIS database through a T1 line, 24 hours a day, Monday through Friday. Weekend access, if necessary, must be requested by the Contractor's Project Manager and approved by the Department Program Manager as identified in this agreement.

B. The Department and Contractor agree that:

1. Clients are not directly served within this agreement;
2. Internet response time is not within the control of the Contractor and is excluded as a service within this agreement; and.
3. Connectivity equipment needed for Users to access CCMIS is the responsibility of DSS and the parties authorized by DSS to use CCMIS.

SECTION 5 - DATABASE ADMINISTRATION (DBA) SERVICES

Throughout the term of this Contract the Contractor shall provide a Database Administrator (see a description of responsibilities in Exhibit B on pages 47 and 48 of this agreement) to provide the following services:

A. Oracle Database Tuning – Services shall include:

1. Monitoring the Oracle database and environment performance.
2. Investigating Oracle parameters for slow performance.
3. Identifying the causes of performance bottlenecks.
4. Reorganizing the Oracle database (data files, tables, index).
5. Providing remote support for database restoration activities.

B. Installation and periodic upgrades to the Oracle database software – Services shall include:

1. Installation of all required Oracle software components.
2. Patching Oracle installs to required/supported levels.
3. Configuring Oracle networking software.
4. Repairing the Oracle database and loading the CCMIS if it fails. However, it is not the responsibility of the Contractor to maintain Oracle database backups of CCMIS data or images. It is the responsibility of the Department to frequently back up the Oracle database and to validate the integrity of the backups. (See Part 2 Section 4 A 15).
5. Providing remote support for production server restoration activities.
6. Evaluating, as necessary, Oracle service packs and operating systems upgrades and providing an assessment of compatibility between Oracle and the CCMIS. The Contractor, at its own cost, shall be responsible for any changes to CCMIS needed to maintain compatibility between CCMIS and the current supported version(s) of Oracle or another agreed upon database. However, the cost for any hardware or operating system upgrades shall be the Department's responsibility.

C. Installation and periodic upgrades to FileNET – Services shall include:

1. Installation of FileNET software required components.
2. Patching FileNET installs to required/supported levels.
3. Evaluation of FileNET upgrades and providing an assessment of compatibility between FileNET and the CCMIS. The Contractor, at its own cost, shall be responsible for any changes to CCMIS needed to maintain compatibility between CCMIS and the current supported version(s) of FileNET. However, the cost for any hardware or operating system upgrades shall be the Department's responsibility.

D. Other Support – Services shall include:

1. Implementation and maintenance of Oracle database security (create and maintain users and roles, assign privileges).
2. Reviewing alert logs
3. Viewing top sessions
4. Reviewing tuning logs
5. Applying DDL changes
6. Monitoring tablespace sizes
7. Monitoring index usage
8. Planning growth and changes (capacity planning)

E. Reports

1. The Contractor shall prepare a monthly DBA activities report describing each of the identified services and submit the same to the Department in a format and timeframe to be negotiated with and agreed to by the Department.

SECTION 6 - CCMIS CHANGE ORDER PROCESS

A. The Contractor acknowledges that it may be required to implement CCMIS Modifications during the term of this agreement including but not limited to changes in circumstances related to the CCMIS software, requests of the Department, or changes to the regulations and applicable laws governing the C4K Program and that these modifications shall be classified as a CCMIS Data Fix, a CCMIS Program Fix or a CCMIS Enhancement.

B. A CCMIS Modification that is initiated or identified by the Department will be communicated to the Contractor in writing. The Department will inform the Contractor of the CCMIS Modification by submitting a JIRA ticket to the Customer Service Center, or through a written communication to the Contractor Project Manager or other mechanisms as mutually agreed to by the Contractor and the Department.

C. For each CCMIS Modification that is a CCMIS Enhancement that is not necessitated by a Federal Reporting Change, the Department will provide the Contractor with a written document that includes, at a minimum, a detailed description of the scope of the requested change, the reason for the change and the timeframe within which the Department is requesting the change to be implemented. The written document shall be identified as a CCMIS Change Order.

D. The Contractor may also submit a CCMIS Change Order to the Department for a CCMIS Enhancement that is not necessitated by a Federal Reporting Change. The CCMIS Change Order shall set forth a description of the scope of the proposed change, the reason for the change and the timeframe within which the Contractor anticipates implementation of the change. The Contractor agrees that, prior to any such changes being designed, developed or implemented or any additional costs being incurred by the Contractor for reimbursement by the Department, the Contractor must first receive written approval of the CCMIS Change Order from the Department.

E. Following the Contractor's receipt of a CCMIS Change Order from the Department or the Department's receipt of the CCMIS Change Order from the Contractor, the Contractor shall assess the feasibility of the development modifications and present such findings to the Department in writing along with a description of the work to be performed by Contractor, a workplan, including a deadline for completing such work, and the estimated cost for implementing the CCMIS Change Order in accordance with the proposed workplan. The cost estimate will be an approximation based on assumptions made during the feasibility meetings and will be computed using the CCMIS Change Order Rates set forth in Part 3, Section 3. The Contractor will provide the Department with sufficient detail of the proposed work to allow the Department to make an informed assessment of the reasonableness of the identified costs, including any charges for training, travel or other out-of-pocket expenses. The Contractor will not charge any fees to the Department for this task.

F. The Contractor shall begin Business Requirements meetings with the Department and the C4K Program Administrator following the Contractor's receipt of the Department's written approval of the Contractor's proposed work plan, development feasibility assessment and cost estimate of the CCMIS Change Order. Once Business Requirements meetings begin, the Contractor cost estimate may be modified by mutual agreement of the Contractor and the Department following the identification of more specific Business Requirements. All such costs estimates will be a fixed fee price. The Contractor agrees that the Department will not incur any charges if an agreement on the cost of the modifications cannot be reached and the development is cancelled.

G. The Contractor will be responsible for design and development according to the approved Business Requirements document. The Contractor will perform testing, provide documentation and will deploy the development in accordance with the Change Control Process outlined in Exhibit C on pages 49 and 50 of this agreement of this agreement.

H. The Contractor will correct any defects as documented against the Business Requirements document and will deploy into testing and eventually into the production environment, when approved by the Department.

I. The Contractor will provide training as specified in the cost estimate of the CCMIS Change Order.

PART 3 BUDGET AND PAYMENT PROVISIONS

Section 1 – Customer Service Center

Section 2 – Database Administration

Section 3 – CCMIS Change Order Rate

Section 4 – Payment Provisions

SECTION 1 - CUSTOMER SERVICE CENTER

Monthly charges for services performed by the Customer Service Center as described in Part 2, Section 2:

Year 1 begins January 1, 2005 $26,030
Year 2 begins January 1, 2006 $27,592
Year 3 begins January 1, 2007 $29,247

SECTION 2 - DATABASE ADMINISTRATION

Monthly charges for services performed by the Database Administrator as described in Part 2, Section 4:

Year 1 begins January 1, 2005 $4,120
Year 2 begins January 1, 2006 $4,367
Year 3 begins January 1, 2007 $4,629

SECTION 3 - CCMIS CHANGE ORDER RATES

The hourly rate to be charged by staffing level for Change Orders are:

Staffing Level	Change Hourly Rates
Project Executive	**$190** per hour
Project Manager	**$150** per hour
Functional Analyst I	**$110** per hour
Technical Architect	**$125** per hour
Database Administrator	**$125** per hour
Development Lead	**$110** per hour
Developer I	**$100** per hour
Functional Analyst II	**$ 60** per hour
Developer II	**$ 60** per hour
Customer Services Representative	**$100** per hour

Should the Contractor be required to travel to implement a change to the CCMIS through the change order process the Contractor shall be reimbursed for expenses related to travel. The Contractor shall identify travel costs and request approval from the Department of the same before the expenses are incurred. Once approved by the Department the Contractor shall clearly identify travel related expenses on an invoice for payment and, if requested by the Department, provide actual receipts documenting the travel expenses.

SECTION 4 - PAYMENT PROVISIONS

A. The maximum value of this contract for the period January 1, 2005 through December 31, 2007 shall not exceed $1,200,000.00.

B. Payments for services rendered in accordance with the terms of this Contract will be made, pending the availability of funds, following the Contractor's submission and the Department's approval of an invoice in accordance with the following schedule:

1. A first payment, equal to $90,450 upon execution of agreement.
2. A second payment, equal to $90,450 on or around April 25, 2005
3. A third payment, equal to $90,450 on or around July 25, 2005
4. A fourth payment, equal to $90,450 on or around October 25, 2005
5. A fifth payment, equal to $95,877 on or around January 25, 2006
6. A sixth payment, equal to $95,877 on or around April 25, 2006
7. A seventh payment, equal to $95,877 on or around July 25, 2006
8. An eighth payment, equal to $95,877 on or around October 25, 2006
9. A ninth payment, equal to $101,628 on or around January 25, 2007
10. A tenth payment, equal to $101,628 on or around April 25, 2007
11. An eleventh payment, equal to $101,628 on or around July, 2007
12. A twelfth payment, equal to $101,628 on or around October 25, 2007

C. Payments for approved CCMIS Change Orders shall be established only after a CCMIS Change Order has been approved by the Department. If an approved CCMIS Change Order will impact the maximum value of this Contract, the Department and the Contractor shall be required to execute an amendment to this Contract to increase the maximum contract value.

D. The Contractor shall submit a written request for payment on a quarterly basis. Each payment request must be made in accordance with this Section 4 and be submitted on a DSS W-1270 Form to the Department's Contract Manager as identified in Part 4 Section 1.7 LIAISON AND NOTICES. Request for payment will be honored and funds released based on submission of the DSS W-1270 by the Contractor and the Contractor's satisfactory compliance with the terms of the contract.

PART 4 - MANDATORY TERMS AND CONDITIONS

Section 1 General Contract Provisions
1.1 Contractual Agreements
1.2 Contract Term
1.3 Authorization and Continuation
1.4 Contract Revisions/Amendments
1.5 Assignment, Mergers and Acquisition
1.6 Subcontracting
1.7 Liaison and Notices
1.8 Qualifications to Conduct Business
1.9 Reporting
1.10 Delinquent Reports
1.11 Maintenance of Separate Accounting System
1.12 Examination of Records

Section 2 Ownership
2.1 Ownership
2.2 Credit and Rights in Data
2.3 Inspection of Work Performed
2.4 Confidentiality

Section 3 Liabilities and Indemnification
3.1 Hold Harmless
3.2 Litigation
3.3 Warranties
3.4 Due Diligence
3.5 Suspension or Debarment

Section 4 Interpretations and Disputes
4.1 Settlement of Disputes
4.2 Legal Considerations
4.3 Choice of Law And Choice of Forum
4.4 Severability
4.5 Waivers

Section 5 Personnel
5.1 Independent Capacity of Contractor
5.2 Key Persons
5.3 Non-Discrimination Regarding Sexual Orientation
5.4 Executive Orders Numbers 3, 16 and 17
5.5 Non-Discrimination and Affirmative Action Provisions
5.6 Americans with Disabilities Act of 1990
5.7 Utilization of Minority Business Enterprises
5.8 Nonsegregated Facilities
5.9 Employment / Affirmative Action Clause
5.10 Priority Hiring
5.11 Smoking Policy

Section 6 Payments
6.1 Approval and State Liability
6.2 Payments
6.3 Withholding of Payment
6.4 Federal or State Funds Availability

Section 7 Termination
7.1 Offer of Gratuities
7.2 Termination
7.3 Procedure on Termination
7.4 Transition after Termination or Expiration of Contract

Section 8 Performance Sanctions - Consequences of Failure to Perform
8.1 Performance Sanctions

Section 9 Miscellaneous
9.1 Award of Related Contracts
9.2 Anti-Lobbying Clause
9.3 Independent Price Determination
9.4 Force Majeure

Section 10 License Grant for Contractor's CCMS/2000 Software
10.1 Definitions
10.2 Limited Warranty
10.3 License Provisions
10.4 Patent Defense and Trade Secret Status
10.5 Other Matters

Section 1 General Contract Provisions:

1.1 CONTRACTUAL AGREEMENTS

The terms and conditions contained in this part constitute a basis for and are mandatory for this Contract. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

1.2 CONTRACT TERM

The Contract term shall be from January 1, 2005 through December 31, 2007. The Department shall have the option to extend this agreement for a maximum of two one-year periods by sending the Contractor a written notice to this effect not less than ninety (90) days prior to the expiration of the Contract

1.3 AUTHORIZATION AND CONTINUATION

A. The continuation of this Contract in fiscal years following the fiscal year in which this Contract is made is subject to the appropriation and allocation of funds sufficient to discharge the payment obligations of the State, which accrue in such subsequent fiscal years. In the absence of such appropriation and allocation, the agreement shall be terminated without Department liability for damages, penalties or other charges. Notwithstanding anything herein to the contrary, upon termination for any reason, Department shall pay Contractor for all services the Contractor has satisfactorily provided to the Department pursuant to this Contract.

B. The Department agrees to make all reasonable efforts to obtain funding and all necessary approvals, and to notify the Contractor promptly when they have been obtained or when it appears possible that they will not be obtained. Should funds sufficient for a clearly distinct task or tasks be made available, the parties may agree to perform their respective obligations relative to such tasks, and this Contract shall be amended accordingly.

1.4 CONTRACT REVISIONS/ AMENDMENTS

A. Revisions to the Contract's objectives, services or plan including revisions to due dates for reports and completion of objectives or services, must be approved in writing by both parties. A formal Contract amendment shall be required for: extensions to the final date of the Contract period, revisions to the Contract fees, and any other Contract revisions determined material by either party.

B. The Department reserves the right to renegotiate the Contractor's scope of work and budget at any time during the term of this Contract based on the Contractor's performance and actual expenses to date. A formal Contract amendment, in writing, shall not be effective until executed by both parties to the Contract, and where applicable, the Attorney General.

C. No amendment may be made to a lapsed contract.

1.5 ASSIGNMENT, MERGERS AND ACQUISITION

A. Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department's Contract Administrator. This shall not be construed as limiting the Contractor's rights to subcontract some of the services to be performed hereunder as provided in this Contract.

B. At least forty-five (45) days prior to the effective date of any material change in corporate status, including merger, acquisition, transfer of assets and any changes in fiduciary responsibility (i.e. receivership), the Contractor shall provide the Department with written notice of such changes unless precluded by statutory, regulatory and/or confidentiality obligations of the Contractor. If Contractor is precluded by statutory, regulatory and/or confidentiality obligations from providing the Department with notice of any material changes, then Contractor shall provide such notice as soon as allowable.

C. In the event Contractor provides the Department notice in accordance with Section 1.5B above, the Contractor shall comply to the extent permissible with reasonable requests for documentation deemed necessary by the Department to determine whether the Department will agree to the changes and continue the Contract with the resulting entity from the proposed organizational change or terminate the Contract

D. The Department shall notify the Contractor of such determination no later than forty-five (45) days from the date the Contractor's compliance with requests for such documentation is received.

1.6 SUBCONTRACTING

A. None of the services to be provided by the Contractor shall be subcontracted or delegated to any other organization, subdivision, association, individual, corporation, partnership or group of individuals or other such entity without the prior written consent of the Department. Any subcontract to which the State has consented in writing shall be in writing attached to this Contract and made a part thereof and shall in no way alter this Contract's terms and conditions. Any subcontract agreement shall contain the access to the books, document and records, provided for in paragraph 1.12 infra. No subcontract or delegation shall relieve or discharge the Contractor from any obligation, provision or liability thereunder.

B. The Contractor agrees to make a good faith effort to award a reasonable proportion of subcontracts to small and minority businesses in accordance with Connecticut General Statutes § Section 4a- 60.

1.7 LIAISON AND NOTICES

A. Both parties agree to have specifically named liaisons at all times. These representatives of the parties will be the first contacts regarding any questions and problems that arise during implementation and operation of the Contract.

B. Wherever under this Contract one party is required to give notice to the other, such notice shall be deemed given upon delivery, if delivered by hand (in which case assigned receipt will be obtained), or three (3) days after posting if sent by registered or certified mail, return receipt requested. Notices shall be addressed as follows:

Notices to the Contractor shall be directed to:

32605 West Twelve Mile Road, Suite 250
Farmington Hills, MI 48334
Attention: Julie Thornton – VP Contracts
Phone: (248) 848-2272
Fax: (248) 848-9741
E-Mail: JThornton@covansys.com

Payments to the Contractor shall be directed to:

Covansys Corporation
P.O. Box 33017
Newark, NJ 07188-0017
Reference - Scope of Work document

Notices to the Department for programmatic issues shall be directed to:

Peter Palermino
Department of Social Services
25 Sigourney Street
Hartford, CT 06106
Phone: 860-424-5006
Fax:
E-mail: Peter.Palermino@po.state.ct.us

Notices to the Department regarding contractual issues shall be directed to:

Kathleen M. Brennan
Department of Social Services
25 Sigourney Street
Hartford, CT 06106
Phone: 860-424-5693
Fax: 860-424-4953
E-mail: kathleen.brennan@po.state.ct.us

C. Said notices shall become effective on the date of receipt or the date specified in the notice, whichever comes later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address, which shall be effective on the tenth (10th) day following receipt.

1.8 QUALIFICATIONS TO CONDUCT BUSINESS

The Contractor by signing this Contract certifies that it is qualified to conduct business in the State of Connecticut.

1.9 REPORTING

The Contractor may be required to file progress reports on a monthly basis and in a form and manner to be determined by the Department. In addition, upon Contract completion or termination, the Contractor may be asked to submit a final report that summarizes and evaluates the activities of the entire project to date.

1.10 DELINQUENT REPORTS

The Department reserves the right to withhold payment for the Contract if the Department has not received on a timely basis, acceptable progress reports, expenditure reports, refunds, audits and/or other information as required for any and all contracts the Contractor has entered into with the Department.

1.11 MAINTENANCE OF SEPARATE ACCOUNTING SYSTEM

The Contractor shall maintain accounting records in a manner that will enable the State to easily audit and examine any books, documents, papers and records maintained in support of the Contract. All such documents shall be made available to the Department at its request, and shall be clearly identifiable as pertaining to the Contract.

1.12 EXAMINATION OF RECORDS

A. The Department and its duly authorized representatives, the Auditors of Public Accounts and/or the U.S. Department of Health and Human Services and their duly authorized representatives, during the term of this Contract and for a period of three (3) years after final payment for the services performed under this Contract or any extension and all pending matters are closed shall have access to and the right during normal business hours and without interfering with the Contractor's business operations, to examine any of its books and records pertinent to Contractor's performance of this Contract, including but not limited to financial records, documents and papers pertinent to this solicitation and this Contract for the purpose of making audit, examination, excerpts and transcriptions. This provision also applies to the books, records, including but not limited to financial records, documents and papers of any parent, affiliated or subsidiary organization of Contractor or any subcontractor approved by the Department pursuant to this Contract performing under formal or informal arrangement any service or furnishing any supplies or equipment to the Contract involving transactions related to this Contract. Any contract with an approved subcontractor must contain a provision specifically authorizing access in accordance with the terms set forth in this paragraph.

B. If an audit, litigation, or other action involving the records is started before the end of the three year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later. The Contractor further agrees that this provision shall be inserted in each subcontract.

Section 2 Ownership

2.1. OWNERSHIP

A. All products and materials, excluding Contractor's proprietary software, systems and Software as defined herein, developed as a result of this Contract by the Contractor, or any of its subcontractors hired for the purposes of this Contract shall remain the property of the Department. Products and materials are defined as copyrighted materials; camera ready copy; mechanical items; videos; brochures; posters and stock thereof; designs; data; and all other matter and information that is collected or developed for the purpose of this Contract. Title to the Software remains with Contractor, and the Department has been granted, for good and valuable consideration, the payment of which is acknowledged by the parties, a perpetual license to use the Software, in accordance with the terms and conditions set forth in Section 10 herein. All ideas, concepts, techniques, methods, utilities, tools, discoveries or improvements, whether patentable or not, that are conceived of or reduced to practice by Contractor or by one or more of the Contractor's employees or agents in the performance of services for the Contractor or Department under this Contract, whether acting alone or in conjunction with Department's employees, or others ("Inventions"), shall be the exclusive property of Contractor. With respect to any Invention, Contractor hereby grants to Department and to any entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Department, a non-exclusive, non-transferable, perpetual, royalty-free license to use such Inventions in the normal course of Department's business.

B. Disposition of all products and materials shall remain at the discretion of the Department during the effective period of this Contract and thereafter.

2.2 CREDIT AND RIGHTS IN DATA

A. All documents, reports and other data prepared by the Contractor during and/or resulting from the performance of services under this Contract shall include the following statement: "The preparation of this (report or document, etc.) was financed under an agreement with the State of Connecticut Department of Social Services."

B. The Contractor may not publish or copyright any Data without the Department's prior written approval, unless otherwise stated herein. The Department and the Federal Government shall have the right to publish, duplicate, use and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

C. "Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including, but not limited to, all reports, surveys, plans, charts, recordings (video and/or sound), pictures, drawings, analyses, graphic representations, computer programs (not including the Contractor's proprietary software and systems) and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

2.3 INSPECTION OF WORK PERFORMED

The Department or its authorized representative shall at all reasonable times have the right to enter into Contractor's premises, or such other places where duties under the Contract are being performed, to inspect, monitor or otherwise evaluate the work being performed. The Contractor and all subcontractors must provide all reasonable facilities and assistance for Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work.

2.4 CONFIDENTIALITY

A. All material and information provided to the Contractor by the Department or any State agency or developed by the Contractor during the term of this Contract in performance of the Contract whether verbal, written, recorded magnetic media, cards or otherwise shall be regarded as confidential information and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with federal and state statutes and regulations. The Contractor agrees that it is prohibited from releasing any and all information provided by the Department or providers or any Department-owned information generated by the Contractor without the prior express written consent of the Contract Administrator.

B. Section 2.4A shall not apply to:
   1. Information that was in Contractor's possession prior to its disclosure by the Department,
   2. Information that is disclosed by a third party to Contractor where that third party is not under a duty of confidentiality,
   3. Public information, and
   4. Information that is required to be disclosed pursuant to court or administrative order or subpoena.

C. The Department understands and agrees that it may have access to confidential or proprietary information, processes or documentation owned or controlled by Contractor. The Department understands and agrees that disclosure or use of such information, processes or documentation may violate Contractor's trademarks, copyrights or other proprietary tights. The Department agrees to exercise reasonable standards of care to protect such information, processes or documentation.

D. Notwithstanding the foregoing, the Contractor acknowledges that the Department's obligations under this section are subject to the Freedom of Information Act ("FOIA"). In the event that the Department or the State of Connecticut is subject to a FOIA request for any information provided by the Contractor in whatever form, the Department shall promptly notify Contractor of such request and provide Contractor with reasonable time to take exceptions.

E. The Contractor further agrees to comply with the requirements of Title 17b Section 90 of the Connecticut General Statutes "Disclosure of information concerning program applicants and participants".

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Section 3 Liabilities and Indemnification

3.1. HOLD HARMLESS

A. Contractor shall indemnify, defend and hold harmless the Department, its officers, agents and employees from and against damages and liability directly caused by the negligent actions or willful misconduct of the Contractor, its employees or agents. The Contractor shall not be responsible for any damages or liability directly caused by the negligent actions or willful misconduct of the Department, its employees or agents.

B. IN NO EVENT SHALL CONTRACTOR, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED OR SOFTWARE LICENSED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY RIGHTS OR SERVICES, LOSS OF DATA OR INTERRUPTION OR LOSS OF USE OF SOFTWARE OR ANY PORTION THEREOF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO ALL CLAIMS WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE. CONTRACTOR'S LIABILITY (IF ANY) TO THE DEPARTMENT OR ANY THIRD PARTY IS LIMITED TO THE MAXIMUM VALUE OF THIS CONTRACT.

C. The Contractor represents that the Contractor and its subcontractors have and shall maintain during the term of this Agreement the following insurance:

1. Professional errors and omissions liability insurance with minimum limits of $1 million dollars per occurrence and $1 million dollars aggregate.
2. Workers' Compensation insurance that meets statutory requirements.
3. Comprehensive General Liability insurance with minimum limits of bodily injury of $1,000,000 each person and $2 million dollars aggregate and with minimum limits for property damage of $1,000,000 each occurrence and $2 million dollars aggregate.
4. Comprehensive Automobile Liability with minimum limits for bodily injury of $1,000,000 each person and $1 million dollars each accident and with minimum limits for property damage of $1,000,000 each accident.

D. The Department may request, in writing an original certificate evidencing of Contractor's insurance coverage. If such a request is made, Contractor must file a copy of same with the Department's Contract Administrator, no later than fifteen (15) business days following receipt of the written request. Should Contractor fail to comply with the request in a timely manner, the Department may, at its option and discretion, invoke the provisions under sections 6.3 and/or 7.2 infra.

E. Contractor shall, at its own expense, indemnify, defend and hold harmless the Department with respect to all claims against the Department for the infringement of any patents, copyrights, proprietary rights or other intellectual property rights to the extent the claim(s) arise out of the Contractor's or State's use of the Software or any equipment, materials, or information, prepared or developed by Contractor, or at the direction of Contractor, under this Contract, provided that the Department gives Contractor prompt written notification of such claims; and that Contractor has the sole right to defend such claims at Contractor's expense. The Department shall provide Contractor with such information and make such personnel available as reasonably necessary in the defense of such claim(s). The Contractor shall, in any such suit, satisfy any and all damages directly or indirectly assessed against the State or its departments, be it resolved by settlement, final judgment, consent decree or any other manner

3.2 LITIGATION

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

B. The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or federal agency or court which relates to the Services directly or indirectly financed under this Contract and is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, executive orders Nos. 3, 16 & 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

3.3 WARRANTIES

A. The Contractor warrants that the Software and all delivered CCMIS Modifications, documentation and reports ("Services") are compliant with the terms of the Contract. Contractor's liability with respect to this warranty shall include correction of errors/omissions and design deficiencies to the Software and replacement of incorrect or defective documentation and data within three weeks of notification by the Contract Officer of such deficiencies for critical or blocking defects which significantly impairs business operations, or such longer period as may be necessary using all diligence and dispatch as agreed between the Contracting Officer and the Contractor, provided such notice is provided within thirty (30) days of the first day of use of the Services in the production environment. If the Contractor fails to repair an identified error, deficiency or defect within such period, the State may, at its option, act to repair and the Contractor will be required to reimburse the State for all costs incurred. Contractor shall have no obligation under this warranty for defects resulting from (i) improper or inadequate maintenance by a party other than Contractor; (ii) failure of a third party manufacturer's product to operate in accordance with the manufacturer's specifications; (iii) modification or misuse of the Software or Services by someone other than the Contractor; (iv) operation with a system that does not meet the Contractor's configuration specifications, or (v) systems that are outside the scope of this Contract or services not performed hereunder.

B. Contractor warrants that it has the necessary power and authority to grant the rights given in this Contract to the Department with respect to the Software, including obtaining any required consent of any third party. Subject to the terms of Section 3.1(D) above, Contractor further warrants that the use of the Software by the Department for their intended purpose in connection with administering CCAP will not constitute an infringement or violation of any copyright, trade secret or other rights of any third party.

C. CONTRACTOR MAKES NO OTHER WARRANTIES AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY OR FREEDOM FROM ERROR OF THE OPERATION, USE AND/OR FUNCTION OF THE SERVICES OR DELIVERABLES.

3.4 DUE DILIGENCE

The Department shall make all policy decisions and the Contractor shall carry out with due diligence any such decision communicated to the Contractor. In the event that the Contractor may request in writing that the Department answer questions posed by the Contractor required for proper performance of the Contract, the Department shall do so in writing in a timely manner. The Contractor shall be entitled to rely upon and act in accordance with such responses and shall incur no liability in doing so unless the Contractor acts negligently, maliciously, fraudulently or in bad faith.

3.5 SUSPENSION OR DEBARMENT

A. By entering into this Contract the Contractor certifies that any person (including subcontractors) involved in the administration of Federal or State funds:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (local, state or federal);

2. Has not within a three year period preceding the proposal submission been convicted or had a civil judgment rendered against him/her for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (local, state or federal) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

3. Is not presently indicted for or otherwise criminally or civil charged by a governmental entity with the commission of any of the above offenses; and

4. Has not within a three-year period preceding the proposal submission had one or more public transactions terminated for cause or fault.

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

Section 4 Interpretations and Disputes

4.1. SETTLEMENT OF DISPUTES

Any dispute concerning a question of fact arising under the Contract which is not disposed of by agreement shall be decided by the Contract Administrator whose decision shall be final and conclusive subject only to whatever rights, if any, the Contractor may have in a court of law including the office of the Claim's Commissioner for the State of Connecticut. In connection with any appeal to the Contract Administrator under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Contract Administrator's decision.

4.2 LEGAL CONSIDERATIONS

The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising out of this contact, 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.

4.3. CHOICE OF LAW AND CHOICE OF FORUM

The Contractor agrees to be bound by the laws of the State of Connecticut and that this Contract shall be constructed and interpreted in accordance with Connecticut law in the event a choice of law situation arises.

4.4. SEVERABILITY

If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this Contract shall be enforced to the fullest extent permitted by law.

4.5. WAIVERS

No covenant, condition, duty, obligation or undertaking contained in or made a part of this Contract shall be waived, except as specifically provided in any section of this Contract or by the written agreement of the parties. Forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation or undertaking to be kept, performed, or discharged by the other party. Not withstanding any such forbearance or indulgence, until complete performance or satisfaction of all such covenant, conditions, duties, obligations and undertakings, the forbearing party shall have the right to invoke any remedy available under the Contract or under law or equity.

Section 5 Personnel

5.1. INDEPENDENT CAPACITY OF CONTRACTOR

The Contractor including its officers, employees, subcontractors, or any other agent of the Contractor is acting as an independent Contractor in performance of this Contract. The Contractor does not have, nor shall Contractor hold themselves out as having, any right, power or authority to create any contract or obligation either express or implied, on behalf, in the name of, or binding upon the State of Connecticut or of the Department. The Contractor shall be solely responsible and liable for Contractor's employees and their acts.

5.2. KEY PERSONS

A. The Contractor certifies that it shall make commercially reasonable efforts to ensure all personnel named in Exhibit B on pages 47 and 48 of this agreement shall actually work on the Contract in the manner described.

B. During the course of the Contract, the Department reserves the right to approve or disapprove the Contractor's and any subcontractors staff assigned to this Contract, to approve or disapprove any proposed changes in staff, or to require the removal or reassignment of any Contractor employee or subcontractor employee found unacceptable by the Department.

C. Any employee of the Contractor, who, in the opinion of the Department is uncooperative, inept, incompetent, or otherwise unacceptable, shall be removed from this Contract. In the event that an employee is removed pursuant to the Department's written request from the Contract Administrator, the Contractor shall have thirty (30) days in which to fill the vacancy with an acceptable employee. Replacement of any personnel, including those who have terminated employment, shall be with personnel of equal ability and qualifications as approved by the Department. The Contractor shall, upon request, provide the Department with a resume for any member of its staff or of a subcontractor's staff assigned to or proposed to be assigned to any aspect of the performance of this Contract.

5.3 NON-DISCRIMINATION REGARDING SEXUAL ORIENTATION

A. Unless otherwise provided by Conn. Gen. Stat. § 46a-81p, the Contractor agrees to the following provisions required pursuant to § 4a-60a of the Conn. Gen. Stat.: (1) The Contractor agrees and warrants that in the performance of the Contract 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 of 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 representatives of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which 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 § 46a-56 of the Conn. Gen. Stat.; (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 provisions of this section and § 46a-56 of the Conn. Gen. Stat.

B. The Contractor shall include the provisions of subsection A of this section in every subcontract or purchase order entered into in order to fulfill any obligation of the 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 § 46a-56 of the Conn. Gen. Stat. provided, if 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.

5.4 EXECUTIVE ORDERS Nos. 3, 16 & 17:

A. Executive Order No. 3: Nondiscrimination:

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract.

The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to nondiscrimination, until the Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

B. Executive Order No. 16: Violence in the Workplace Prevention Policy:

This Contract is also subject to provisions of Executive Order No. Sixteen of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated or suspended by the contracting agency or the State for violation of or noncompliance with said Executive Order No. Sixteen.

The parties to this Contract, as part of the consideration hereof, agree that:

1. The Contractor shall prohibit employees from bringing into the State work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in Section 2 to follow.

2. Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury.

The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the State work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the State work site.

The Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules.

The Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.

C. Executive Order No. 17: Connecticut State Employment Service Listings: This Contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Contract.

The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

5.5 NON DISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS IN CONTRACTS OF THE STATE AND POLITICAL SUBDIVIDIONDS OTHER THAN MUNICIPALITIES

The Contractor agrees to comply with provisions of section 4a-60 of the Connecticut General Statues - A. Every contract to which the State or any political subdivision of the State other that a municipality is a party shall contain the following provisions: (1) The Contractor agrees and warrants that in the performance of the Contract 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, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by 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. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by 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 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 Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the commission of 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 section 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 project.

B. For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of 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 section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

C. Determinations 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 action 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 (a) 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 provision 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 section 46a-56; provided, if 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.

5.6 AMERICANS WITH DISABILITIES ACT OF 1990

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

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

5.7 UTILIZATION OF MINORITY BUSINESS ENTERPRISES

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

5.8 NONSEGREGATED FACILITIES

A. The Contractor shall comply with Federal Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Federal Executive Order 11375 and as supplemented in the United States Department of Labor Regulations (41 CFR Part 60-1 et seq., Obligations of Contractors and Subcontractors).

B. Pursuant to the above-cited regulations, the Contractor shall not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location, under its control, where segregated facilities are maintained; and so certifies by its agreement to this Contract.

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C. As used in this certification, the term "facilities" means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin. The Contractor further agrees (except where he has obtained identical certifications from proposed subcontractors for specific time periods) that it will obtain identical certifications from proposed subcontractors who are not exempt from the provisions for Equal Employment Opportunity; that it will retain such certifications in its files; and that it will forward a copy of this clause to such certifications in its files; and that it will forward a copy of this clause to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

5.9 EMPLOYMENT/ AFFIRMATIVE ACTION CLAUSE

The contractor agrees to supply employment/affirmative action information as required for agency compliance with Titles VI and VII of the Civil Rights Acts of 1964 and Connecticut General Statutes, Section 46a-68 and Section 46a-71.

5.10. PRIORITY HIRING

The Contractor agrees, subject to its exclusive right to determine the qualifications for all employment positions, it shall use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Department shall cooperatively determine the number and types of positions to which this paragraph shall apply.

5.11. SMOKING POLICY

If the Contractor is an employer subject to the provisions of Section 31-40q of the Connecticut General Statutes, the Contractor agrees to provide the Department with a copy or its written rules concerning smoking. The rules or a statement that the Contractor is not subject to the provisions of Section 31-40q of the Connecticut General Statutes must be received prior to Contract approval by the Department.

Section 6 Payments

6.1. APPROVAL AND STATE LIABILITY

The Department and the State of Connecticut assume no liability for payment under the terms of any agreement or contract until Contractor is notified, in writing, that the Contract has been accepted by the Department and, if applicable, approved by the Office of Policy and Management (OPM), or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

6.2. PAYMENTS

The Department will make payments to the Contractor in accordance with the Budget and Payment Provisions set forth in Part 3 of this Contract.

6.3. WITHHOLDING OF PAYMENT

The Department may withhold payment for that portion of the work and/or Services in dispute and during the period of such dispute if the Contractor defaults in any of the provisions of the Contract and fails to cure such default to the Department's satisfaction within thirty (30) days from the date that the Contractor is advised of the default or within such other time period as agreed to by the Department.

6.4 FEDERAL OR STATE FUNDS AVAILABILITY

The Department assumes no liability for payment under the terms of this Contract until and unless the Federal or State funds for this Contract are authorized and made available.

Section 7 Termination

7.1. OFFER OF GRATUITIES

The Contractor certifies that, to its knowledge, no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from the award of this Contract. This Contract may be terminated by the Department if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Contractor, its agent(s) or employee(s).

7.2. TERMINATION

The Contract may be terminated by the Department upon fifteen (15) days advance written notice delivered to the Contractor specifying a date of termination. In the event the Department terminates this Contract for any reason, the Department shall pay the Contractor for all services the Contractor has satisfactorily provided to the Department pursuant to this Contract.

The State may terminate the Contract for the following reasons:

7.2.1. For Default (see below)

7.2.2. For Convenience (see below)

7.2.3 For Unavailability of Funds (see below)

7.2.4. For Financial Instability (see below)

All notices of termination as defined in the subsections below shall be signed by the Contract Administrator.

7.2.1. TERMINATION FOR DEFAULT:

The State may terminate this Contract in whole, or in part, whenever the Department determines that the Contractor or any subcontractor has failed to satisfactorily perform its contracted duties and responsibilities and is unable to cure such failure, within a reasonable period of time as specified in writing by the Contract Administrator, taking into consideration the gravity and nature of the default. Such determination shall be referred to herein as "Termination for Default".

Upon determination by the Department that the Contractor has failed to satisfactorily perform its contracted duties and responsibilities, the Contract Administrator shall notify the Contractor of its failure to perform and shall establish a reasonable time period, not less than thirty (30) days, in which to cure such failure. If the Contractor is unable to cure the failure within the specified time period, the Contract Administrator will notify the Contractor that the Contract has been terminated for default, in whole or in part. Such notices shall be in writing and delivered to the Contractor by certified mail, return receipt requested.

If, after notice of termination for default, it is determined by the Department or a court, including the office of the Claim's Commissioner for the State of Connecticut, that the Contractor was not in default or that the Contractor's failure to perform or make progress in performance was due to causes beyond the control and without error or negligence of the Contractor or any of its subcontractors, the notice of termination shall be deemed to have been issued as a termination for the convenience of the Department, and the rights and obligations of the parties shall be governed accordingly.

The rights and remedies of the Department provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law under the Contract.

7.2.2. TERMINATION FOR CONVENIENCE:

The Department and the Contractor may terminate this Contract at any time if both parties mutually agree in writing to termination. At least ninety (90) days shall be allowed.

7.2.3. TERMINATION FOR UNAVAILABILITY OF FUNDS:

It is understood and agreed by the parties hereto that all obligations of the Department, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and/or Federal funds, and in no event shall the Department be liable for any payments hereunder in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the State and/or Federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, the Department shall notify the Contractor of such reduction of funds available and the Department and Contractor shall be entitled to reduce their commitments hereunder as they deem necessary.

7.2.4. TERMINATION FOR FINANCIAL INSTABILITY.

If the Contractor files a petition for bankruptcy, reorganization or arrangement under any state statute, or makes an assignment for the benefit of creditors or takes advantage of any insolvency statute or similar statute, or such filing is made by a third party, and such filing is not withdrawn, stayed or dismissed within sixty (60) days of the filing date, or if a receiver or trustee is appointed for the Contractor's property and assets and the receivership proceedings are not stayed or dismissed within sixty (60) days of such appointment, the Department may, at its option, immediately terminate this Contract. In the event the Department elects to terminate this Contract under this provision, it shall do so by the Contract Administrator sending notice of such termination to the Contractor by certified mail, return receipt requested, specifying the date of termination. In the event of the filing of a petition in bankruptcy by or against a principle subcontractor, the Contractor shall immediately so advise the Department. The Contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of the Contract and agrees that the filing of a petition in bankruptcy by or against a subcontractor shall, in no way, relieve the Contractor of its duties under this Contract.

7.3. PROCEDURE ON TERMINATION

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

7.3.1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

7.3.2. Terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

7.3.3. Assign to the Department in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the Contractor under the subcontracts so terminated, in which case the Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts.

7.3.4. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.

7.3.5. Provide the Department all property of the State, all documents, files, data, programs, training material, and all other material prepared to the date of termination. In this event the Department will pay the Contractor all reasonable costs incurred by the Contractor to the date of termination for any material the Department retains.

7.4 TRANISITION AFTER TERMINATION OR EXPIRATION OF CONTRACT

In the event that this Contract is terminated for any reason the Contractor will assist in the orderly transfer of operations described in this Contract as required by the Department and will assist in the orderly cessation of operations under this Contract. The contractual agreement may be amended as necessary to assure transition requirements are met during the term of this Contract.

Section 8 Performance Sanctions - Consequences of Failure to Perform

8.1 PERFORMANCE SANCTIONS

The Department represents that it will have no adequate remedy at law and may suffer irreparable harm in the event of a failure by the Contractor to perform or provide the services and materials which it has agreed to perform and provide in this Contract (both during and after the term of this Contract) and that specific performance and/or injunctive relief may provide the only adequate relief for such failure. The Contractor shall have the right to oppose any action seeking specific performance and/or injunctive relief on the basis that the failure to perform arises out of causes beyond the control of the Contractor and for causes which the Contractor is not at fault for producing either intentionally or unintentionally.

Section 9 Miscellaneous

9.1. AWARD OF RELATED CONTRACTS

The Department may undertake or award supplemental contracts for work related to this Contract or any portion thereof. The Contractor shall be bound to cooperate fully with such other Contractors and the Department in all such cases. All subcontractors will be required to abide by this provision as a condition of the Contract between the subcontractor and prime contractor.

9.2. ANTI-LOBBYING CLAUSE

The Contractor agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor or its subcontractors, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

The Contractor or its subcontractors shall complete and submit a Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement.

9.3. INDEPENDENT PRICE DETERMINATION

By entering into this Contract, the Contractor certifies, as to its own organization, and in connection with this Contract that the costs proposed have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such process with any other organization or with any competitor.

9.4. FORCE MAJEURE

Neither party shall incur liability for any failure to perform its obligations under this Contract due to causes beyond its control including, but not limited to, fire, storm, flood, earthquake, explosion, accident, acts of war, acts of God, acts of federal, state or local government or any agency thereof and judicial action, acts of third parties, and computer or equipment failures other than those caused by the sole negligence of either party

Section 10 License Grant for Contractor's CCMS/2000 Software

10.1 DEFINITIONS

A. **"Software"** means the Child Care Management Information System based on Covansys Corporation's commercial software product known as Child Care Management System/2000 ("CCMS/2000") in object code form, modified, enhanced and supplemented by Covansys pursuant to the Consulting Software Development and Maintenance Services Agreement entered into May 25, 2001 by and between Benova, Inc. and Covansys Corporation for services provided to the Department, identified as CCMIS Version 12A. "Software" includes copies made by the Department and maintenance fixes or updates to or new releases of the same Software provided under service, upgrade, or customization and enhancement agreements.

B. **"User Documentation"** means Contractor's documentation produced for the Department for the Software.

C. **"Designated System"** means the particular hardware, identified by server serial number or other unique characteristic, on which the Department, or its end users, will use the Software to administer the program.

10.2 LIMITED WARRANTY

A. The Software is provided "as is", "where is". Contractor does not warrant that operation of the Software will be uninterrupted or error-free.

B. THIS SOFTWARE WARRANTY IS EXCLUSIVE. CONTRACTOR GIVES NO OTHER SOFTWARE WARRANTY, EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE ARE SPECIFICALLY EXCLUDED.

10.3 LICENSE PROVISIONS

A. **End Use License.** Contractor grants the Department an End Use License on these terms:

1. **Duration.** The Department's license is perpetual, unless terminated for breach.

2. **Use.** The Department's license includes a personal, nontransferable, royalty-free and nonexclusive right to operate and run the Software on the Designated System for its own internal purposes and for Department's contractors or designees, provided the said contractors or designees are involved in administering the child care subsidy program for the Department. The Department agrees to use the Software in compliance with all federal, state and local laws and regulations.

3. **Copying.** The Department's license includes the right to copy the Software for archival purposes, and for use on a backup or substitute Designated System when the Designated System for which the Software was acquired is inoperative or replaced. The Department may also copy, load, and execute new releases of the Software onto the Designated System. The Department shall keep a record of all copies made or held by the Department, and shall make the record available to Contractor on request.

4. **Transfer.** The Department may transfer its license subject to Contractor's prior consent, which will not be unreasonably withheld, to another end user of the Designated System. Contractor may withhold that consent for competitive reasons. Before an approved transfer can occur, the transferee must agree in writing to be bound by the terms of the license transferred, and Contractor must acknowledge the transfer in writing.

5. **Reverse Engineering:** The Department shall not reverse engineer or reverse compile the Software.

6. **Incorporated Third Party Code.** Portions or all of a Software may be derived from code licensed to Contractor by third party vendors. No such vendors warrant any Software, assume any liability regarding its use, or undertake to furnish any support regarding it.

7. **Property Rights.** Title to Software remains in Contractor. All such software is protected by copyrights and/or patents. The Department shall include copyright and/or patent notices, as applicable, and other proprietary legends on all copies, partial copies, and their media sufficient to preserve the copyrights, patents, and other intellectual property rights belonging to Contractor. Notices shall incorporate any specific wording Contractor may from time to time require.

8. **Enforcement.** Harm from breach of these license terms cannot be measured in money damages alone. Each party in the chain of licenses from Contractor to the Department, and also each third party software vendor whose code is in the Software, is an intended beneficiary of this license, and each is entitled to injunctive relief to enforce its terms.

9. **Termination.** This license may be terminated if the Department fails to cure any default of the license terms within 30 days after receiving notice as described herein. When a license terminates or is terminated, and is not renewed, Software and User Documentation held under it must be destroyed or returned. An officer of the Department will certify to Contractor that these requirements have been met, within thirty days of the termination date.

10. **Acquisition of the Department.** If the Department (or effective control of the Department) is acquired by a third party, Contractor may terminate this Contract and any license issued under it. The Department will notify Contractor when it wishes to effect such an acquisition, specifying who the new controlling party will be. Contractor has 30 days from the date of that notice to exercise its rights under this clause. If Contractor does not do so, Contractor's rights under this clause as to that acquisition lapse.

11. **Export Licensing.** The Department may not export Software or technical data relating to them without appropriate government licenses.

12. **No Rights Not Expressed.** Unless a particular right is expressly granted, it is not included in the license. Thus, use, copying, or alteration of the Software is prohibited, except as expressly permitted. Use of the Software in a service bureau capacity and any sublicensing of the Software is prohibited.

10.4 PATENT DEFENSE AND TRADE SECRET STATUS

A. **Trade Secret Status.** Software is trade secrets and confidential information of Contractor or its licensor. The Department shall not make Software available in any form to any person other than the Department's employees or contractors whose job performance requires such access, except as use of the Software in its normal configuration may include user interfaces intended to be used by the Department or its constituency. The Department shall protect the confidentiality of the Software and take reasonable steps to prevent any person permitted access to a Software from providing it to others.

B. **Patent Defense.** Contractor will defend any action brought against the Department based on a claim that Executable Program infringes any copyright or patent or violate any trade secret. Contractor will pay any settlement or award against the Department based on such a claim, if the Department notifies Contractor promptly in writing of the claim, gives Contractor reasonable assistance in the defense, and allows Contractor to control the defense or settlement.

C. **Contractor's Options.** When Contractor foresees a risk of liability under this section, Contractor may exchange the Software the Department holds that is at risk with a product that provides equivalent functionality, at no charge to the Department, or acquire the right for the Department to continue to use the Software. If Contractor cannot effect either of those remedies without commercially unreasonable expense, it may repurchase the Software from the Department for the original price. Contractor is not liable for damages that arise after Contractor offers in good faith to do one of these things. THE REMEDIES SET FORTH IN THIS PARAGRAPH SHALL BE THE DEPARTMENT'S SOLE AND EXCLUSIVE REMEDY.

D. **Exclusion.** Contractor is not liable if the infringement arises from (i) the Department's or a third party's alteration of the Software, (ii) the Department's combination of the Software with non-Contractor products or data, or (iii) Contractor-installed modifications made to the Department's design or order.

E. **Limitation.** This section states Contractor's only liability to the Department for patent, copyright, or trade secret infringement.

10.5 OTHER MATTERS

A. **Liability Limits.** CONTRACTOR'S LIBILITY TO DEPARTMENT UNDER OR RELATING TO THE PROVISIONS OF THIS SECTION 10 ARISING FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, TORT OR ANY OTHER THEORY OF RECOVERY, SHALL IN NO EVENT EXCEED THE MAXIMUM VALUE OF THIS CONTRACT. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS PROFIT, OR LOSS DATA HOWEVER ARISING EVEN IF IT HAS BE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. **Nonassignment.** The provisions of this Section 10 may not be assigned or delegated without Contractor's written permission, which will not be unreasonably withheld.

C. **Nonwaiver and Severability.** Waiver of any breach under any of the provisions of this Section 10 does not waive future compliance with that provision, which remains in effect. Each clause of this Section 10 is severable. If a provision is ruled unenforceable, the balance of this Section 10 remains in effect.

D. **Software Source Code.** In the event Contractor is (i) unable or unavailable to support the Software, (ii) the Contractor ceases to operate, (iii) the Department terminates the maintenance agreement portion of the Contract prior to the end of the term for the unavailability of funds, provided the Department does not utilize the services of a third party to perform the maintenance services which the Contractor had been providing under the Contract, or (iv) Contractor becomes insolvent or files for bankruptcy, Contractor will license the Department a copy of the Software in source code form to allow the Department to support and maintain the Software, subject to mutual agreement to a source code license agreement and payment by the Department to Contractor of a source code license fee, both to be mutually agreed to by the parties.

E. **Complete Agreement.** The provisions of this Section 10 are the terms of the software license agreement between the Department and Contractor. This section replaces all earlier Software License Agreements, written or oral, covering the same subject matter. This section may be modified only in writing signed by both parties.

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EXHIBIT A
CCMIS ADDITIONAL ITEMS

1. Oracle 9i Upgrade	**Assist the Department with the Upgrade Oracle from 8i to 9i**
2. Release 12B	**Auto-Population of status codes, misc. SAR's**
3. Release 12C	**CT 001 – Denials and Discontinuances** **CT 003 – Application and Redetermination Activity** **CT 015 – Foster Care / Adoption report**
4. CT 009 – Regional Caseload and Expenditures	**SAP #86 - Changes in address cause changes in prior month historical reporting**
5. CT 013B – Child Utilization Report by Region	**SAP #87. Mid-month age changes cause duplicated counts in region and report totals**
6. Updated DSDD Sections (DSS waives the other sections) • **J – Data Dictionary** • **K – Entity Relationships Diagram** • **M – CCMIS Security Matrix** • **N – Key Formula** • **O – System Codes** • **P - Screen Images, including Mandatory Fields**	**Contractor will update the DSDD with any significant changes since the last DSDD update. Contractor estimates completion of the update by 3/31/05. Afterwards, Contractor will update the sections itemized in the left column,**

All JIRA tickets open on 12/31/2004 will be carried over and handled through the normal maintenance process.

EXHIBIT B

Contractor Positions and Role Descriptions

Role	Responsibilities
Project Executive	▪ Provides corporate oversight for resource allocation and product quality ▪ Interfaces with customer executive staff
Project Manager	▪ Project Management: plans, executes, status reporting, maintains work plan and schedule ▪ Risk Management: identifies, assesses, and mitigates project risks ▪ Customer Relationship Management ▪ Contract Management: resolves all contract compliance related issues, coordinates Implementation, Testing, Conversion and Training Teams to comply with the overall implementation schedule ▪ Deliverable Management
Functional Analyst	▪ Manages the gathering of software requirements ▪ Ensures consistency between project phases ▪ Monitors the overall quality of the requirements, gap analysis, and software setup efforts to ensure appropriate documentation and strict adherence to standards ▪ Communicates with users to resolve issues ▪ Verifies that appropriate business rules are in place ▪ Develops software test strategies and plans ▪ Verifies that database updates function properly ▪ Supports acceptance testing of enhancements and maintenance releases ▪ User Acceptance Test and Implementation Support ▪ Performs testing scenarios on software updates ▪ Plans training activities
Technical Architect	▪ Software installation and configuration ▪ Configuration Management ▪ Provides technical assistance to the Software Developers ▪ Oversees the technical side of implementation/training ▪ Provides equipment management/recommendations ▪ Provides equipment "build" procedures and support ▪ Establishes software environments ▪ Assists with production roll-out of hardware/software
Data Base Administrator	▪ Database and software disaster recovery service ▪ Oracle patch and upgrade analysis ▪ Administers the technical support services required during development ▪ Additional monitoring, tuning, reporting, and implementing upgrades (these items are not covered under standard maintenance)

EXHIBIT C - CHANGE CONTROL PROCESS

This exhibit provides an overview of the process that is to be followed by the Department and the Contractor when developing and implementing any CCMIS Modification including those that will be implemented through the CCMIS Change Order Process. The process provides a standardized method of insuring that quality assurance practices are followed and shall expedite the development, testing and deployment of CCMIS Modifications while keeping all parties informed and involved in the process.

A. DSS, the C4K Program Administrator or the Contractor may submit requests for CCMIS Modifications through a JIRA-ticket. The JIRA-ticket initiates and tracks the progress of the CCMIS Modification. On occasion and only as approved by the Contractor, the Department may initiate a request directly with the Contractor Project Manager.

B. The Department, C4K Program Administrator and the Contractor will hold periodic meetings to review the status and resolution of JIRA-tickets that have identified a CCMIS Enhancement, CCMIS Program Fix or a CCMIS Data Fix.

C. For each CCMIS Modification the Department shall:

1. coordinate with C4K Program Administrator staff to identify Business Requirements;
2. develop and submit Business Requirements to the Contractor;
3. review and approve detail system specifications;
4. provide the Contractor with access to UAT test plans and results;
5. maintain open communications with the Contractor;
6. follow the CCMIS Change Order Process for those CCMIS Enhancements that are not necessitated by a Federal Reporting Change; and
7. obtain DSS' Acceptance at each relevant stage of the Change Control Process. Acceptance will be deemed to occur upon completion of UAT in accordance with the UAT schedule developed and agreed to by the Department and the Contractor upon the approval of the Requirements Document.

D. For each CCMIS Modification the Contractor shall:

1. Assist DSS with the development of, but not create for DSS Business Requirements;
2. develop functional requirements and design specifications
3. maintain version control;
4. maintain Product Release Notes;
5. perform standardized volume, stress, unit and regression testing;
6. follow standard industry quality assurance practices;
7. deploy releases to the C4K test environment;
8. provide UAT assistance
9. conduct a structured walk-through
10. implement to production system

Role	Responsibilities
Development Lead	▪ Manages the software design ▪ Transitions from design to construction, ensuring software design consistency ▪ Manages software development, including the software and its external interfaces ▪ Monitors the overall quality of the development effort to ensure appropriate documentation and strict adherence to software development standards
Developer	▪ Coding, Unit Testing and System Testing Activities ▪ Software issue resolution with Business Analysts
Customer Services Representative	▪ Provides the first level of support to the customer contact: ▪ Communicating with the contact via phones, fax and e-mail ▪ Classifying, documenting and updating JIRA tickets ▪ Using available resources to research the problem ▪ Collecting documentation related to the problems (e.g., screen prints) ▪ Providing answers to questions ▪ Determining the proper course of action to follow when the answer to a question is unknown ▪ Following up on unresolved JIRA tickets via interfacing with the Development Lead, DBA, technical architect, functional analyst, or other appropriate staff. ▪ Preparing and providing JIRA reports ▪ Maintaining Customer contact information

The Contractor agrees to the provision delineated in Part IV - Section 5.2 - Key Personnel. The Contractor identifies the following Key Personnel: Kevin Holdefer, Prasad Chirumamilla, Saptarshi Majumdar, and Mike Zajac. These personnel are not currently assigned to conduct maintenance services. They conduct maintenance services as needed. The Contractor will make reasonable efforts to use these personnel in execution of this contract.

11. provide quarterly updates to the following sections of the DSDD following the implementation of a software modification:
    a. Data Dictionary
    b. Entity Relationships Diagram
    c. CCMIS Security Matrix
    d. Key Formulas
    e. Software System Codes
    f. Screen images including mandatory fields
12. follow the CCMIS Change Order Process for those CCMIS Enhancements that are not necessitated by a Federal Reporting Change.

E. The Contractor shall be responsible for design and development according to the approved requirements definition document. The Contractor will deploy the development to the CCMIS test environment and will support User Acceptance Testing. The Contractor will make test plans and Product Release Notes available upon request by the Department.

F. The Department and the C4K Program Administrator shall designate lead project staff to work with the Contractor on a regular basis and will make every effort to maintain consistent project personnel that are familiar with C4K program and CCMIS functionality.

G. The Contractor shall correct any defects as documented against the approved requirements document and will deploy into testing and eventually into the production environment, upon approval by the Department.

The Contractor shall utilize an agreed upon tool for recording and tracking Change Control Process, such as description of the change, results of the impact evaluation, and the status of the change. The Change Control Process is managed throughout its lifecycle and is stored for historical viewing. The Contractor Project Manager will request meeting(s) with the Department to review the project schedule, resource requirements and any other information required to assess the change request and determine the appropriate action items.

CERTIFICATE OF AUTHORITY
Covansys Corporation

The undersigned, being duly sworn, hereby certifies as follows:

That she is the duly elected Assistant Secretary of Covansys Corporation (the "Company").

That on December 1, 2004 Arvind Malhotra was re-established as the duly appointed Senior Vice President, Public Sector of the Company, and, in such capacity, has full legal authority to bind the Company to the Personal Services Agreement, Identification No. PS 05DSS2902IH, issued by the State of Connecticut, Department of Social Services, and that such appointment remains in full force and effect as of the date set forth below.

Further deponent sayeth not.

IN WITNESS WHEREOF, I have executed this Certificate on the 2nd day of May, 2005.

Julie F. Thornton, Assistant Secretary
Covansys Corporation