



STATE OF CONNECTICUT
OFFICE OF EARLY CHILDHOOD



Connecticut Office of
Early Childhood

Dannel P. Malloy
Governor
Nancy Wyman
Lt. Governor

Myra Jones-Taylor, Ph. D.
Executive Director

July 30, 2014

Mr. Mitch Beauregard
Vice President Business Operations
United Way of Connecticut
1344 Silas Deane Highway
Rocky Hill, CT 06067

Contract #:	119UWC-CTF-01/08CTF0072UW	Amount as Amended:	\$2,943,701
Period:	07/01/08 - 06/30/14	Amendment #:	A3

Dear Mr. Beauregard:

I am pleased to inform you that Amendment A3 for the above referenced contract has been fully executed and approved. Attached is a scanned copy of the original amendment for your files.

Requests for Payment should be completed and directed to the program contact identified below. The Department will process requests for payment in accordance with the terms of the contract. Your receipt of payment is contingent upon the continued availability of funds and your agency's compliance with the terms of the contract.

For issues or concerns related to the Program please direct your inquiries to:

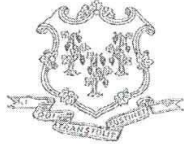
Program	Contract
Luz Rivera (860) 424-5629 luz.rivera@ct.gov	Linda Harris (860) 424-5627 linda.harris@ct.gov

Sincerely,

Myra Jones-Taylor
Commissioner

C: Karen Foley-Schain, Director, Children's Trust Fund
Linda Harris, Program Manager, and Luz Rivera, Program Staff, CTF
Contract file

Phone: (860) 713-6410 • Fax: (860) 713-7037
165 Capitol Avenue
Hartford, Connecticut 06106
www.ct.gov/oec
Affirmative Action/Equal Opportunity Employer



STATE OF CONNECTICUT
OFFICE OF EARLY CHILDHOOD

CONTRACT AMENDMENT

Contractor: UNITED WAY OF CONNECTICUT, INC.
Contractor Address: 1344 SILAS DEANE HIGHWAY, ROCKY HILL, CT 06067
Contract Number: 119UWC-CTF-01 / 08CTF0072UW
Amendment Number: A3
Amount as Amended: \$2,943,701
Contract Term as Amended: 07/01/08 - 06/30/17

7/15/14
CONTRACTOR
MGT
OEC 7/21/14

The contract between **United Way of Connecticut, Inc.** (the Contractor) and the Department of Social Services (the Department), which was last executed by the parties and approved by the Office of the Attorney General on 6/20/11, is hereby further amended as follows:

1. The Originating Agency is changed from the Department of Social Services to the Office of Early Childhood pursuant to Executive Order #35 of Governor Dannel P. Malloy promulgated 6/24/13, as enacted in Public Act 14-39.
2. The total maximum amount payable under this contract is increased by \$938,463 from \$2,005,238 to \$2,943,701.
3. The term of the contract is extended for three additional years and the end date of the contract is changed from 6/30/14 to 6/30/17.
4. The funding allocation for the period 7/1/11 through 6/30/17 shall be as follows:
7/1/11-6/30/12: \$292,582 including a reduction of \$44,000 due to a rescission to SFY2012 funding;
7/1/12 - 6/30/13: \$329,779 including an increase of \$1,683 due to a cost of living adjustment to SFY2013 State funding effective 1/1/13 to be used by the Contractor only for wages and benefits of staff per Section 27 of Public Act 12-204; and a reduction of \$8,486 due to a rescission to SFY2013 State funding; and
7/1/13 - 6/30/14: \$331,462 including an increase of \$1,683 to the revised SFY2013 allocation of \$329,779 due to a cost of living adjustment to SFY2014 State funding effective 7/1/13 to be used by the Contractor only for wages and benefits of staff per Section 27 of Public Act 12-204.
7/1/14 - 6/30/17: \$331,462 per State Fiscal Year
5. The budget for SFY2012 on page 3 of Amendment 2 is deleted and replaced by the budget on page 2, the budgets for SFY2013 and 2014 shall be as set forth on pages 3 through 5 of this amendment, and the yearly budget for the period 7/1/14 - 6/30/17 shall be as set forth on page 6 of this amendment.

PART I

YEARLY FINANCIAL SUMMARY

PROGRAM NAME:	United Way of Connecticut, Inc. Help Me Grow SFY2012		
PROGRAM NUMBER:	119UWC-CTF-01 / 08CTF0072UW after SFY2012 RESCISSION		
Contract Amount	Requested	Adjustments	Approved
<i>For Amendments Only</i>			
Previously Approved Contract Amount	336,582		
Amount of Amendment		(44,000)	292,582

Line #	Item	Subcategory	Line Item Total	Adjustments	Revised Total
1	UNIT RATE				
	1a. Bed Days				
	1b. Client Advocate				
	1c. Security Deposit				
	1d. Other Unit Rate Costs				
	TOTAL UNIT RATE				
2	CONTRACTUAL SERVICES				
	2a. Accounting				
	2b. Legal	757		-100	657
	2c. Independent Audit	941		300	1,241
	2d. Other Contractual Services	24,744		-950	23,794
	TOTAL CONTRACTUAL SERVICES		26,442	-750	25,692
3	ADMINISTRATION				
	3a. Admin. Salaries	25,849		-400	25,449
	3b. Admin. Fringe Benefits	8,322		-200	8,122
	3c. Admin. Overhead	1,076		-400	676
	TOTAL ADMINISTRATION		35,247	-1,000	34,247
4	DIRECT PROGRAM STAFF				
	4a. Program Salaries	155,615		-24,400	131,215
	4b. Program Fringe Benefits	59,508		-14,300	45,208
	TOTAL DIRECT PROGRAM		215,123	-38,700	176,423
5	OTHER COSTS				
	5a. Program Rent	15,244		300	15,544
	5b. Consumable Supplies	27,667		-3,500	24,167
	5c. Travel & Transportation	540		300	840
	5d. Utilities	4,357		600	4,957
	5e. Repairs & Maintenance	0		0	0
	5f. Insurance	1,546		-900	646
	5g. Food & Related Costs	6,000		0	6,000
	5h. Other Project Expenses	2,017		450	2,467
	TOTAL OTHER COSTS		57,371	-2,750	54,621
6	EQUIPMENT				
		2,399	2,399	-800	1,599
7	PROGRAM INCOME				
	7a. Fees				
	7b. Other Income				
	TOTAL PROGRAM INCOME				
8	TOTAL NET PROGRAM COST				
	(Sum of 1 through 6, minus Line 7)		336,582	-44,000	292,582

PART I

YEARLY FINANCIAL SUMMARY

PROGRAM NAME: United Way of Connecticut, Inc. Help Me Grow SFY2013
 PROGRAM NUMBER: 119UWC-CTF-01 / 08CTF0072UW after SFY2013 COLA

Contract Amount	Requested	Adjustments	Approved
<i>For Amendments Only</i>			
Previously Approved Contract Amount	336,582		
Amount of Amendment		1,683	338,265

Line #	Item	Subcategory	Line Item Total	Adjustments	Revised Total
1	UNIT RATE				
	1a. Bed Days				
	1b. Client Advocate				
	1c. Security Deposit				
	1d. Other Unit Rate Costs				
	TOTAL UNIT RATE				
2	CONTRACTUAL SERVICES				
	2a. Accounting				
	2b. Legal	757			757
	2c. Independent Audit	941			941
	2d. Other Contractual Services	24,744			24,744
	TOTAL CONTRACTUAL SERVICES		26,442		26,442
3	ADMINISTRATION				
	3a. Admin. Salaries	25,849			25,849
	3b. Admin. Fringe Benefits	8,322			8,322
	3c. Admin. Overhead	1,076			1,076
	TOTAL ADMINISTRATION		35,247		35,247
4	DIRECT PROGRAM STAFF				
	4a. Program Salaries	155,615			155,615
	4b. Program Fringe Benefits	59,508		1,683	61,191
	TOTAL DIRECT PROGRAM		215,123	1,683	216,806
5	OTHER COSTS				
	5a. Program Rent	15,244			15,244
	5b. Consumable Supplies	27,667			27,667
	5c. Travel & Transportation	540			540
	5d. Utilities	4,357			4,357
	5e. Repairs & Maintenance	0			0
	5f. Insurance	1,546			1,546
	5g. Food & Related Costs	6,000			6,000
	5h. Other Project Expenses	2,017			2,017
	TOTAL OTHER COSTS		57,371		57,371
6	EQUIPMENT	2,399	2,399		2,399
7	PROGRAM INCOME				
	7a. Fees				
	7b. Other Income				
	TOTAL PROGRAM INCOME				
8	TOTAL NET PROGRAM COST (Sum of 1 through 6, minus Line 7)		336,582	1,683	338,265

PART I

YEARLY FINANCIAL SUMMARY

PROGRAM NAME: United Way of Connecticut, Inc. Help Me Grow SFY2013
 PROGRAM NUMBER: 119UWC-CTF-01 / 08CTF0072UW after SFY2013 RESCISSION

Contract Amount	Requested	Adjustments	Approved
<i>For Amendments Only</i>			
Previously Approved Contract Amount	338,265		
Amount of Amendment		(8,486)	329,779

Line #	Item	Subcategory	Line Item Total	Adjustments	Revised Total
1	<u>UNIT RATE</u>				
	1a. Bed Days				
	1b. Client Advocate				
	1c. Security Deposit				
	1d. Other Unit Rate Costs				
	TOTAL UNIT RATE				
2	<u>CONTRACTUAL SERVICES</u>				
	2a. Accounting				
	2b. Legal	757			757
	2c. Independent Audit	941			941
	2d. Other Contractual Services	24,744			24,744
	TOTAL CONTRACTUAL SERVICES		26,442		26,442
3	<u>ADMINISTRATION</u>				
	3a. Admin. Salaries	25,849			25,849
	3b. Admin. Fringe Benefits	8,322			8,322
	3c. Admin. Overhead	1,076			1,076
	TOTAL ADMINISTRATION		35,247		35,247
4	<u>DIRECT PROGRAM STAFF</u>				
	4a. Program Salaries	155,615		(6,091)	149,524
	4b. Program Fringe Benefits	61,191		(2,395)	58,796
	TOTAL DIRECT PROGRAM		216,806	(8,486)	208,320
5	<u>OTHER COSTS</u>				
	5a. Program Rent	15,244			15,244
	5b. Consumable Supplies	27,667			27,667
	5c. Travel & Transportation	540			540
	5d. Utilities	4,357			4,357
	5e. Repairs & Maintenance	0			0
	5f. Insurance	1,546			1,546
	5g. Food & Related Costs	6,000			6,000
	5h. Other Project Expenses	2,017			2,017
	TOTAL OTHER COSTS		57,371		57,371
6	<u>EQUIPMENT</u>	2,399	2,399		2,399
7	<u>PROGRAM INCOME</u>				
	7a. Fees				
	7b. Other Income				
	TOTAL PROGRAM INCOME				
8	<u>TOTAL NET PROGRAM COST</u> (Sum of 1 through 6, minus Line 7)		338,265	(8,486)	329,779

PART I

FINANCIAL SUMMARY

PROGRAM NAME:	United Way of Connecticut, Inc. Help Me Grow SFY2014		
PROGRAM NUMBER:	119UWC-CTF-01 / 08CTF0072UW after SFY2014 COLA		
	Requested	Adjustments	Approved
Contract Amount			
<i>For Amendments Only</i>			
Previously Approved Contract Amount	329,779		
Amount of Amendment		1,683	331,462

Line #	Item	Subcategory (a)	Line Item Total (b)	Adjustments (c)	Revised Total (d)
1	UNIT RATE				
	1a. Bed Days				
	1b. Client Advocate				
	1c. Security Deposit				
	1d. Other Unit Rate Costs				
	TOTAL UNIT RATE				
2	CONTRACTUAL SERVICES				
	2a. Accounting				
	2b. Legal	757			757
	2c. Independent Audit	941			941
	2d. Other Contractual Services	24,744			24,744
	TOTAL CONTRACTUAL SERVICES		26,442		26,442
3	ADMINISTRATION				
	3a. Admin. Salaries	25,849			25,849
	3b. Admin. Fringe Benefits	8,322			8,322
	3c. Admin. Overhead	1,076			1,076
	TOTAL ADMINISTRATION		35,247		35,247
4	DIRECT PROGRAM STAFF				
	4a. Program Salaries	148,812		1,683	150,495
	4b. Program Fringe Benefits	59,508			59,508
	TOTAL DIRECT PROGRAM		208,320	1,683	210,003
5	OTHER COSTS				
	5a. Program Rent	15,244			15,244
	5b. Consumable Supplies	27,667			27,667
	5c. Travel & Transportation	540			540
	5d. Utilities	4,357			4,357
	5e. Repairs & Maintenance	0			0
	5f. Insurance	1,546			1,546
	5g. Food & Related Costs	6,000			6,000
	5h. Other Project Expenses	2,017			2,017
	TOTAL OTHER COSTS	57,371			57,371
6	EQUIPMENT	2,399	2,399		2,399
7	PROGRAM INCOME				
	7a. Fees				
	7b. Other Income				
	TOTAL PROGRAM INCOME				
8	TOTAL NET PROGRAM COST (Sum of 1 through 6, minus Line 7)		329,779	1,683	331,462

6.

PART I

FINANCIAL SUMMARY
YEARLY BUDGET FOR SFY2015, 2016, & 2017

PROGRAM NAME:
PROGRAM NUMBER:

HELP ME GROW
#08ctf0072uw

Contract Amount	Requested	Adjustments	Approved
	\$ 331,462		\$ 331,462
<i>For Amendments Only</i>			
Previously Approved Contract Amount			
Amount of Amendment			\$

Line #	Item	Subcategory (a)	Line Item Total (b)	Adjustments (c)	Revised Total (d)
1	UNIT RATE				
	1a. Bed Days				
	1b. Client Advocate				
	1c. Security Deposit				
	1d. Other Unit Rate Costs				
	TOTAL UNIT RATE				
2	CONTRACTUAL SERVICES				
	2a. Accounting	0			
	2b. Legal	757			
	2c. Independent Audit	941			
	2d. Other Contractual Services	21744			
	TOTAL CONTRACTUAL SERVICES		23442.00		
3	ADMINISTRATION				
	3a. Admin. Salaries	27849			
	3b. Admin. Fringe Benefits	9322			
	3c. Admin. Overhead	1076			
	TOTAL ADMINISTRATION		38247.00		
4	DIRECT PROGRAM STAFF				
	4a. Program Salaries	157315			
	4b. Program Fringe Benefits	60207			
	TOTAL DIRECT PROGRAM		217522.00		
5	OTHER COSTS				
	5a. Program Rent	15244			
	5b. Consumable Supplies	22547			
	5c. Travel & Transportation	540			
	5d. Utilities	4357			
	5e. Repairs & Maintenance	0			
	5f. Insurance	1546			
	5g. Food & Related Costs	6000			
	5h. Other Project Expenses	2017			
	TOTAL OTHER COSTS	52251.00			
6	EQUIPMENT				
7	PROGRAM INCOME				
	7a. Fees				
	7b. Other Income				
	TOTAL PROGRAM INCOME				
8	TOTAL NET PROGRAM COST (Sum of 1 through 6, minus Line 7)		331462.00		

6. The HIPAA provisions on page 22 through 28 of the original contract 15 through 21 of Amendment 1 are deleted and replaced by the following HIPAA Provisions effective September 23, 2013:

Health Insurance Portability and Accountability Act of 1996.

23/9/14 2013/9/14
CONTRACTOR OEC

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").
- (f) Definitions
 - (1) "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include an use or disclosure of PHI that violates the HIPAA Standards.
 - (2) "Business Associate" shall mean the Contractor.
 - (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13409 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business

Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.

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

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

- (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and, if so, contact information for said official.
- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
- (E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such

procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

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

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination.
 - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (l) Miscellaneous Sections.
 - (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
 - (2) Amendment. The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
 - (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
 - (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
 - (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
 - (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.
6. The Contractor shall not be a Business Associate, as such term is defined in the HIPAA provisions herein, of the new Originating Agency.
 7. The Non-discrimination provisions on pages 21 through 24 of Amendment 1 are deleted and replaced by the following provisions:

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.

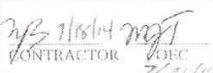
For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including 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.
- i. 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;
 - ii. 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;
 - iii. 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;
 - iv. 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
 - v. 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.

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

All terms and conditions of the original contract, and any subsequent amendments thereto, which were not modified by this Amendment remain in full force and effect.


 CONTRACTOR OFEC
 7/21/14



SIGNATURES AND APPROVALS


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

Documentation necessary to demonstrate the authorization to sign must be attached.

CONTRACTOR - UNITED WAY OF CONNECTICUT, INC.

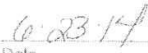

CONTRACTOR

DEC
21/21/14


Mitch Beaurégard, Sr. Vice President Business Operations

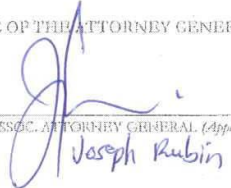

Date

OFFICE OF EARLY CHILDHOOD


Myra Jones-Taylor, Commissioner


Date

OFFICE OF THE ATTORNEY GENERAL


~~ASSOC. ATTORNEY GENERAL (Appointed as to fact)~~
Joseph Rubin


Date