

**COVID19 VACCINATION AND TESTING MONITORING AND REPORTING
SERVICES AGREEMENT
21PSX0120**

THIS AGREEMENT ("Agreement") is made and entered into as of the 23 day of September 2021 ("Effective Date") by and between The State of Connecticut, acting by its Department of Administrative Services, with its office located at 450 Columbus Boulevard, Hartford, CT 06103, hereinafter referred to as "DAS", "Customer" and/or "State" on behalf of the State of Connecticut, and WellSpark Health Inc., a Connecticut corporation located at 175 Scott Swamp Road, Farmington, CT 06034, hereinafter referred to as "WellSpark", and/or "Contractor."

RECITALS

WHEREAS, pursuant to Section 4a-2, 4a-51 and 4d-2 of the Connecticut General Statutes, DAS is responsible for procuring goods and services and information technology and telecommunication systems and is empowered to enter into such contractual agreements as may be necessary to discharge such duties; and

WHEREAS, Governor Ned Lamont signed Executive Orders 13F and 13G ("EO") mandating that, among others, certain state employees and state hospital employees be vaccinated for COVID-19, submit weekly proof of a negative laboratory-confirmed COVID-19 test, or be exempted from the vaccination requirement. Such state employees and state hospital employees are collectively referred to herein as "State Employees"; and

WHEREAS, the Contractor desires to provide certain services including access to and use of a third-party mobile application that will assist the State in collecting and reporting proof of COVID-19 vaccination, testing data and EO exemption requests from State Employees;

NOW, THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which the Parties acknowledge, and intending to be legally bound, the Parties to this Agreement agree as follows:

1. PARTIES.

The State and Contractor shall each be referred to herein as a "Party" and collectively as the "Parties". Contractor has entered into an agreement with MediKeeper, Inc., a corporation organized under the laws of California, hereinafter referred to as "APP Developer", to provide State and State Employees access to and use of a COVID-19 mobile application ("COVID APP") for reporting proof of vaccination and testing status to the State.

2. TERMS AND CONDITIONS.

The following documents are hereby incorporated into and made a part of this Agreement as if fully set forth herein:

EXHIBIT A	Statement of Work and its Appendix 1 ("SOW")
EXHIBIT B	Consulting Agreements Representation

3. EFFECTIVE DATE.

The term of the Agreement commences on September 23, 2021 and runs through September 21, 2022 ("Initial Term"). The State shall have the right to extend the Agreement for up to two (2) additional one (1) year periods (each a "Renewal Term") unless terminated earlier according to the terms of the Agreement. The Initial Term and the Renewal Terms shall collectively be referred to herein as the ("Term"). The State shall exercise such rights to extend by delivering written notice to Contractor no later than thirty (30) days prior to the end of the Initial Term or the first Renewal Term, as applicable.

4. DESCRIPTION OF SERVICES.

A. Contractor shall provide State and State Employees with access to and use of the COVID APP. In addition, Contractor shall provide the other services described in the SOW (collectively, the "Services").

B. When State and State Employees use the COVID APP, they may also be using the services of one or more third parties, such as a wireless carrier or a mobile software provider. Their use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties. Contractor shall not be responsible for the acts or omission of such third parties.

5. PAYMENT AND BILLING.

In consideration of the provision of the Services, State agrees to pay the fees set forth in the SOW during the Term of the Agreement.

Contractor shall invoice the State in arrears in accordance with the SOW no more frequently than monthly. The State shall issue payment within thirty (30) days of the date of an applicable invoice. If the State fails to make timely payment as defined in Conn. Gen. Stat. Section 4a-71, late payments will accrue interest in accordance with Conn. Gen. Stat. Section 4a-73.

The Contractor may begin performance upon receipt of a duly issued written or electronic document ("Purchase Order") that the State issues for Services in accordance this Agreement. All Purchase Orders shall be in written or electronic form, bear the Agreement number and comply with all other State requirements, particularly the State's requirements concerning procurement. Purchase Orders issued in compliance with such requirements shall be deemed to be duly issued.

The Parties agree that the SOW will be attached to the Purchase Order as required herein. Any changes to the Services identified in the SOW will require an Amendment to this Agreement including an amended SOW.

6. PRIVACY AND SECURITY PROTECTIONS

The vaccination status and testing results of State Employees is being collected pursuant to the EO and not as part of any health insurance plan or from any covered entity and therefore is not subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 P. L. 104-191 ("HIPAA"). Notwithstanding the foregoing, Contractor agrees to treat all State Employee information in the COVID APP as confidential and will comply with industry standards to protect the privacy and security of all State Employee information in its possession.

7. [RESERVED.]

8. TAXES.

The State of Connecticut is exempt from federal excise, state and local taxes. To the extent applicable each Party will be responsible for its own taxes, including income, employment and property taxes.

9. [RESERVED.]

10. OBLIGATIONS OF THE STATE.

A. The State shall (a) cooperate with Contractor to provide access to such information, facilities, and equipment as may be reasonably required for Contractor to collect State Employee information via the COVID APP and provide the Services, and (b) provide such internal support as may be reasonably requested by Contractor from time to time.

B. The State shall use commercially reasonable efforts to obtain necessary consents and other data from third parties with whom the State has a contractual relationship if the Contractor notifies the State it is required for Contractor to perform its obligations hereunder.

C. The State shall make reasonable efforts to have those relevant third parties with whom State has a contractual relationship cooperate with the Contractor.

D. The State shall have sole responsibility to make any and all employment or other decisions based on the information provided by Contractor to the State under this Agreement. Contractor is providing administrative assistance in compiling information submitted by the State Employees and shall review the submitted information for compliance and completeness in accordance with State guidance. Contractor shall have no responsibility to investigate fraud or misrepresentations made by State Employees in providing compliance information.

11. REPRESENTATIONS AND WARRANTIES.

The Contractor represents and warrants to the State that:

A. It duly and validly exists under the laws of its state of organization and is authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. Further, as appropriate, it has taken all necessary action to authorize the execution, delivery and performance of the Agreement and has the power and authority to execute, deliver and perform its obligations under the Agreement;

B. It will comply with all State and Federal laws and municipal ordinances governing Contractor and its business operations;

C. The execution, delivery and performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

D. It is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any governmental entity; and

E. It is able to perform under this Agreement using its own resources or the resources of a party that is a subcontractor including the APP Developer.

F. With respect to access to and use of the COVID APP, Contractor warrants that by the date it executes this Agreement, the COVID APP will be approved by Google and Apple for download by State and State Employees, branded with the State's logo, and will contain State approved frequently asked questions, terms and conditions and State Employee attestation forms.

G. EXCEPT FOR THE WARRANTIES CONTAINED IN SECTION 11 F., WITH RESPECT TO ACCESS TO THE COVID APP, THE APPLICATION (INCLUDING SOFTWARE) IS PROVIDED "AS IS" AND "AS AVAILABLE BASIS", UNLESS OTHERWISE SPECIFIED IN WRITING. CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED AS TO THE OPERATION OF THE COVID APP (INCLUDING THE SOFTWARE). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OF IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. SUBCONTRACTING.

In accordance with Conn. Gen. Stat. § 4d-32, Contractor shall not award a subcontract for work under this Agreement without having first obtained the written approval of the Chief Information Officer of the DAS or their designee of the selection of the subcontractor and of the provisions of the subcontract. The State shall approve any additional subcontractor prior to commencement of any service(s) by such subcontractor(s), and such approval shall not be unreasonably withheld. Notwithstanding such subcontracting and/or delegation of duties, Contractor shall remain responsible to the State for ensuring that the Services provided hereunder and Contractor's obligations are performed in accordance with the applicable provisions of this Agreement.

13. APPROVAL OF KEY CONTRACTOR PERSONNEL.

A. Objections to Assignment of Personnel.

In the event the State has an objection to the assignment of Contractor personnel assigned to provide Services under this Agreement, the State shall notify the Contractor of its objection in writing with the reasons enumerated. The State and the Contractor shall jointly consult on corrective action and handle objections on a case-by-case basis. For the avoidance of doubt, this provision shall not apply to the reassignment of the COVID APP Developer or its personnel.

B. Reassignment Request

(i) If at any time the State, in its sole and reasonable discretion, determines that the personnel assigned to perform the Services under this Agreement are incompetent, dishonest or uncooperative or determines that the performance of Services is not satisfactory for any reason, the State reserves the right to request that the Contractor reassign personnel and arrange for an employee(s) satisfactory to the State to provide the Services otherwise performable by the Contractor hereunder.

(ii) Contractor shall review any requests by the State to reassign personnel. In requesting the reassignment of personnel, the State shall give thirty (30) days' notice to Contractor of the desire for such reassignment. Contractor will then have fifteen (15) days to investigate the situation and attempt, if it so desires, to resolve the situation to the mutual satisfaction of the Parties.

14. TERMINATION.

A. Notwithstanding any provisions in this Agreement, the State, through a duly authorized employee, may terminate the Agreement whenever the State makes a written determination that such Termination is in the best interests of the State with at least sixty (60) days written notice to the Contractor. The State shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete the performance of Services under the Agreement prior to such date. The Contractor may terminate this Agreement upon ninety (90) days prior written notice to the State, which notice shall specify the effective date of Termination.

B. Notwithstanding any provisions in this Agreement, either Party through a duly authorized employee may after making a written determination that the other Party has breached the Agreement, Terminate the Agreement in accordance with the provisions in the Breach section of this Agreement.

C. Any notice of Termination shall be sent via certified mail, return receipt requested, to the most current address furnished for purposes of correspondence, or by hand delivery. Upon receiving the notice the Party allege to have breached the Agreement shall immediately discontinue all Services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the nonbreaching Party all Records (as defined in Section 18 below). Upon termination, Records which are deemed to be the property of the other Party shall be delivered no later than thirty (30) days after the Termination of the Agreement or fifteen (15) days after the Party receives a written request for the Records. The Parties shall deliver those Records related to this Agreement, any SOW or Purchase Order or the Services provide hereunder that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT, or certify to the other Party the destruction of the Records and all copies thereof within 10 days of the termination or expiration this Agreement. Notwithstanding the foregoing, either Party may keep a copy of Records solely for regulatory or audit purposes provided that (i) such Records are maintained with the same safeguards as such Party protects its own confidential information; and (ii) Records are not otherwise disclosed to third parties, subject, in the case of the State, to FOIA (as defined below).

D. Upon receipt of a written notice of Termination from the State, the Contractor shall cease providing Services as the State directs in the notice, and take all actions that are necessary or appropriate, or that the State may reasonably direct. Except for any work which the State directs the Contractor to perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing Services of the COVID APP Developer, and all Contractor Parties and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

E. The State shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for the performance of Services rendered and accepted by the State in accordance with the SOW, in addition to all actual and reasonable pre-approved costs incurred after Termination in completing those tasks which the State's notice required the Contractor to complete. However, the Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the State, and to the extent legally allowed, the Contractor shall assign to the State, or any replacement contractor which the State designates, all subcontracts, purchase orders and other commitments needed to complete the Services under this Agreement, deliver to the State all Records and other information pertaining to its performance, and remove from State premises, whether leased or

owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the State may request related to the provisions of Services hereunder.

F. For breach or violation of any of the provisions in the section concerning Representations and Warranties, the State may terminate the Agreement immediately.

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

H. Termination of the Agreement pursuant to this section shall not be deemed to be a breach of contract by either Party.

15. BREACH.

If either Party breaches the Agreement in any material respect, the non-breaching Party shall provide written notice of such breach to the breaching Party and afford the breaching Party an opportunity to cure the breach within thirty (30) days from the date that the breaching Party receives such notice. Such right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Agreement termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the termination date no further action shall be required of any Party to effect the termination as of the stated date.

16. FORUM, CHOICE OF LAW AND LITIGATION.

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

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

17. SOVEREIGN IMMUNITY/LIMITATION OF LIABILITY.

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

18. INDEMNITY.

A. For the purposes of this Agreement the following terms are defined as follows:

(i) "Claims" means all actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(ii) "Contractor Parties " means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees, subcontractors, or any one of them or any other person or entity with whom the Contractor is in privity of an oral or written contract and the Contractor intends for such person or entity to perform under the Agreement in any capacity.

(iii) "Records" means all working papers and such other information and materials as may be accumulated by the Contractor or Contractor Agents in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

B. Subject to the limitations set forth in Sections 11F. and 10.D, the Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, successors and assigns from and against any and all:

(i) Claims arising, directly or indirectly, in connection with the Services required by the Agreement, including acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and

(ii) Liabilities, damages, losses, costs and expenses, including but not limited to, reasonable attorney's and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement.

C. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any or all of the proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or un-copyrighted compositions, secret processes, patented or unpatented inventions or articles furnished or used in the performance of this Agreement.

D. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by Acts of the Contractor or any Contractor Agents. The State shall give the Contractor reasonable notice of any such Claims.

E. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of this Agreement, even where Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.

F. Contractor shall carry and maintain at all times during the Term of this Agreement, and during the time that any provisions survive the Term of this Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. Contractor shall name the State as an additional insured on the policy and shall provide a copy of the Declaration Page of the policy to the State prior to the Effective Date of this Agreement. Contractor shall deliver the Declaration Page upon execution of the Agreement.

G. The rights provided in this Section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a claim against a third party.

19. AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS.

A. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

B. The Contractor shall maintain and shall require each of the Contractor Parties to maintain, accurate and complete Records. Contractor shall make all of its and Contracting Parties') Records available for audit and inspection by the State and its agents, as further set forth in this Section.

C. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least five (5) days' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

D. All audits and inspections shall be at the State's expense.

E. The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor's Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

F. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

G. The Contractor shall incorporate this entire Section verbatim into any subcontract or other agreement that it enters into solely on the State's behalf.

20. ACCESS AND EXAMINATION OF RECORDS.

The State or his representative(s) shall have the right at reasonable hours to examine any books, records, accounts and other documents of Contractor, Subcontractor or any other subcontractors pertaining to work performed under the Agreement. The State will provide the Contractor, Subcontractor and/or each

other subcontractors seventy-two (72) hours' notice of such intended examination. At the State's request, Contractor, Subcontractor and/or each other subcontractor shall provide the State with hard copies, magnetic tape, CD or DVD containing any data or information relating to the Services, which data or information are/is in the possession or control of Contractor, Subcontractor and any other subcontractors providing Services. Contractor shall incorporate this paragraph verbatim into any agreement it enters into with Subcontractor and any other subcontractors providing the Services.

21. NOTICES.

Unless otherwise expressly provided to the contrary, any notices provided for hereunder shall be in writing. Such notices shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address below:

If to State: Department of Administrative Services
450 Columbus Blvd.
Hartford, CT 06103
Attention: Marisol Rivera

If to Contractor: WellSpark Health, Inc.
175 Scott Swamp Road
Farmington, CT 06034
Attention: Karen Possidente-Leibiger

cc: WellSpark Legal Department
175 Scott Swamp Road
Farmington, CT 06034

The Parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

22. [RESERVED.]

23. CONFIDENTIALITY.

All COVID-19 vaccination and testing data provided to Contractor by or on behalf of the State or State Employees pursuant to this Agreement will be treated as proprietary to the State and State Employees, as applicable, and confidential. Contractor agrees to hold such information in strictest confidence and not to disclose or otherwise make available any of such information in any form to any person except: (1) to those employees of the State, or Contractor's or Subcontractor's employees who need access to the information to facilitate the provision of Services; and (2) except where a disclosure of such information by Contractor or Subcontractor or any other subcontractor is required by other governmental authority to ensure compliance with laws, rules or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor or Subcontractor or any other subcontractor will provide advance notice to the State of the need for the disclosure and will not disclose absent consent from the State, except to the extent required by law, legal process or regulatory authority having jurisdiction over Contractor, Subcontractor or any other subcontractor.

Contractor agrees and warrants that this Section 23 is binding on any subcontracts for the performance of Services and obligations under the Agreement. Contractor shall not release any information pertaining to COVID-19 vaccination and testing data of the State, State Employees, or any other group, in the possession or knowledge of the Contractor pursuant to this Agreement or any part thereof, to any member of the public, press, business entity or any official body unless prior written consent is obtained from the State.

24. DATA ACCESS.

In order to fulfill Contractor's obligations under the Agreement, the State shall provide to Contractor current employee roster information and shall require State Employees to submit COVID-19 vaccination verification, testing verification, and vaccination exemption documentation into the COVID APP. Contractor will collect and manage data and perform data analysis services as further described in the SOW. Contractor represents and warrants that it has secured all rights to the COVID APP necessary to perform the Services for the Term and facilitate the State's use and access to the COVID APP.

25. ACCESS TO AGREEMENT AND STATE DATA.

A. The Contractor shall provide to the State access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Agreement and the State that are in the possession or control of the Contractor upon demand and shall provide the data to the State in a format prescribed by the State and the State Auditors of Public Accounts at no additional cost. Contractor shall provide the data in a format that is commercially available and reasonably prescribed by the State.

B. Ownership of Data

i. All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data as defined in section 4e-1 of the Connecticut General Statutes, ("Data") that is uploaded, collected, stored, held, hosted, located or utilized by the State or Contractor and Contractor Parties directly or indirectly in connection with the Services provided under this Agreement at all times is and will always remain vested in the State. At no time will Contractor have Title to such Data, wherever located.

ii. At no cost to the State the Contractor and Contractor Parties shall, no later than thirty (30) days after (i) receiving a written request from the State or (ii) Termination of this Agreement for any reason, deliver and transfer possession to the State all of the Data, in a format mutually agreed upon by the Parties.

iii. At no cost to the State, the Contractor and Contractor Parties shall, no later than fifteen (15) days, unless otherwise mutually agreed to in writing by the Parties, after (i) receiving a written request from the State, (ii) receiving final payment from the State, or (iii) Termination of this Agreement for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible except a copy of such Data may be maintained by Contractor as required for compliance with this Agreement or regulatory requirements.

iv. The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the State shall constitute, without more, a de facto breach of this Agreement. Consequently, the Contractor shall indemnify and hold harmless the State for any and all damages, costs and expenses

associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any Data. If Contractor Parties will perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause the Contractor Parties to so perform. And that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, "Perform" shall include, but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the DAS and the State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the State, such information as the State may identify to ensure, in the State's sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

26. FREEDOM OF INFORMATION.

Materials associated with the Agreement and information provided by Contractor in the course of providing Services, except for State Employee vaccination status, COVID-19 test results or any exemption from mandated vaccination collectively referred to herein as "Personal Health Information or ("PHI"), may be subject to disclosure under the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations.

A. Within 30 days of the execution of this document Contractor shall notify the State in writing of any Agreement provision(s) that it claims may be exempt from public disclosure under the FOIA as containing trade secrets, proprietary or confidential information. In making a request for protection of materials contained in the Agreement the Contractor must specifically identify those particular sentences, paragraphs, pages, or sections of the Agreement that the Contractor believes are exempt from disclosure under the FOIA and provide an explanation and rationale sufficient to justify each exemption claimed under FOIA. The rationale and explanation should be stated in terms of the prospective harm to the competitive position of Contractor that would result if the material identified were to be released and reasons why the materials are legally exempt from release pursuant to the FOIA. Contractor shall provide the State with a redacted version of the Agreement from which all Confidential Information has been redacted.

B. If the Contractor indicates that certain documentation it provides to the State in performance of the Services is exempt from disclosure by specifically and clearly making said documentation as CONFIDENTIAL, the State shall endeavor to keep said information confidential to the extent permitted by law. the State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to the FOIA. The State agrees to notify the Contractor of any FOIA request that is received with respect to this Agreement to give Contractor a reasonable time to respond and/or seek a protective order or other similar relief to prevent disclosure. In any proceeding where it is an issue the Contractor shall have the burden of establishing the availability of any FOIA exemption that it contends would prohibit disclosure.

C. In the event the State is served with any subpoena or court order demanding the release of this Agreement or disclosure of data or information in its possession that has been identified by Contractor as proprietary or confidential, the State agrees to notify Contractor upon receipt of such request to allow Contractor an opportunity to seek injunctive relief to prevent the release of such data or information.

D. In no event shall the State or the State have any liability for the disclosure of any documents in its possession, which the State or the State believes are required to be disclosed pursuant to the FOIA or other requirements of law. To the extent that any other provision or part of the Agreement conflicts with or is in any way inconsistent with this section, this section controls and shall apply.

27. DATA SECURITY.

Pursuant to section 4e-70 of the Connecticut General Statutes the Parties agree as follows:

A. As used in this section:

(i) "Confidential Information" means an individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation, personally identifiable information subject to 34 CFR 999 as amended from time to time and protected health information, as defined in 45 CFR 5160. 103, as amended from time to time. In addition, "Confidential Information" includes any PHI (as defined in Section 26 above) and information that the State identifies as confidential to the Contractor. "Confidential Information" does not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records that are lawfully made available to the general public.

(ii) "Confidential Information Breach" means an instance where an unauthorized person or entity accesses Confidential Information that is subject to or otherwise used in conjunction with the Agreement in any manner, including, but not limited to, the following occurrences: (A) Any Confidential Information that is not encrypted or secured by any other method or technology that renders the personal information unreadable or unusable is misplaced, lost, stolen or subject to unauthorized access; (B) one or more third parties have accessed, or taken control or possession of, without prior written authorization from the state, (i) any Confidential Information that is not encrypted or protected, or (ii) any encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (C) there is a substantial risk of identity theft or fraud of the State's Employees.

B. Pursuant to this Agreement the State will share Confidential Information with Contractor. At its own expense Contractor will protect from a Confidential Information breach any and all Confidential Information that it comes to possess or control, wherever and however stored or maintained in a commercially reasonable standard and in accordance with current industry standards.

C. 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 State provided to the Contractor concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

(i) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

- (ii) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- (iii) A process for reviewing policies and security measures at least annually;
- (iv) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- (v) Encrypting Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

D. The Contractor and Contractor Parties shall notify the State and the Connecticut Office of the Attorney General as soon as practicable, but no later than forty-eight (48) 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.

E. If a Confidential Information Breach has occurred, the Contractor shall, within ten (10) business days after the notification, if appropriate, present a credit monitoring and protection plan to the Connecticut Commissioner of Administrative Services, the State and the Connecticut Office of the Attorney General, for review and approval.

(i) Such credit monitoring or protection plan, if appropriate, shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach.

(ii) 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.

(iii) 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.

F. The Contractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from any State of Connecticut entity or any affected individuals.

G. Contractor understands that the Attorney General may investigate any violation of this section. If the Attorney General finds that Contractor has violated or is violating any provision of this section, the Attorney General may bring a civil action in the superior court for the judicial district of Hartford under this section in the name of the State against Contractor. Nothing in this section shall be construed to create a private right of action.

H. 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.

I. The requirements of this section shall be in addition to the requirements of section 36a-701b of the Connecticut General Statutes as amended by Public Act 15-142, and nothing in this section shall be construed to supersede Contractor's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 P. L. 104-191 "HIPAA", the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, "FERPA" or any other applicable federal or state law.

28. CONTINUITY OF SYSTEMS.

- A. This Section is intended to comply with Conn. Gen. Stat. §4d-44. Nothing in this Section shall be construed to prevent Contractor from being paid for its performance that is provided in accordance with this Agreement.
- B. Contractor acknowledges that the Services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under this Agreement, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then Contractor shall cooperate fully with the State, and do and Perform all acts and things that DAS deems to be necessary or appropriate, to ensure continuity of the State information system and telecommunication system facilities, equipment and Services so that there is no disruption or interruption in performance as required or permitted in this Agreement. Contractor shall not enter into any subcontract for any part of the performance under this Agreement without approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32 and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact the Contractor. Contractor shall make a full and complete disclosure of and delivery to DAS or its representatives of all Records and “Public Records,” as that term is defined in Conn. Gen. Stat. §4d-33 in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning this Agreement.
- C. The Parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to the State:

1. Facilities and Equipment:

Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver to the State, F.O.B. Hartford, Connecticut or other State location which the State identifies, all Services, facilities and equipment related to or arising out of this Agreement, subcontract or amendment, (other than any of the deliverables, Systems, facilities or equipment in which Contractor or its subcontractor has title under this Agreement) no later than ten (10) days from the date that the work under this Agreement is transferred back to the State or to another contractor for any reason. Contractor shall deliver the deliverables, systems, facilities or equipment to the State, during the State’s business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all related operation manuals and other Documentation in whatever form they exist and a list of all related passwords and security codes;

2. Software deliverables created or modified pursuant to this Agreement, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver to the State, F.O.B. Hartford, Connecticut or other location which the State identifies, all deliverables, materials and systems, no later than 10 days from the date that the work under the SOW or this Agreement is transferred back to the State or to another contractor for any reason. Contractor shall deliver such deliverables, Services and systems to the DAS or

State, during business hours, in good working order, and if the State's equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all Service-related operation manuals and other documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Agreement or the SOW for such Services, and a list of all passwords and security codes. Access to and use of the COVID APP shall not be considered a software deliverable as that term is used in this Section; and

3. Public Records, as defined in Conn. Gen. Stat. §4d-33, which Contractor or Contractor Parties possess or create pursuant to this Agreement, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver to the Client Agency, F.O.B. Hartford, Connecticut or other State location which the State identifies, all Public Records created or modified pursuant to this Agreement, any SOW, subcontract or amendment and requested in writing by the State (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Agreement concerning Termination for the return of Public Records and (2) ten (10) days from the date that the work under the Agreement or SOW is transferred back to the State or to another contractor for any reason. Contractor shall deliver to the State during the State's Business Hours those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. Contractor shall deliver to the State, during the State business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

- D. If Contractor employs former State employees, Contractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. Contractor shall include language similar to this Section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

29. State Comptroller's Specifications.

In accordance with Conn. Gen. Stat. § 4d-31, this Contract is deemed to have incorporated within it, and Contractor shall deliver the deliverables in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by Contractor or Contractor Parties, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

30. Contractor's Obligation to Notify DAS Concerning Public Records.

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven (7) calendar days after learning of such violation, notify the Chief Information Officer of such violation.

31. General Assembly Access to Records.

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DAS records that is not less than the access that said committee and such offices have on July 1, 1997.

32. Profiting from Public Records.

In accordance with Conn. Gen. Stat. § 4d-37, neither Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Agreement or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Agreement. For purposes of this Section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

33. Application of FOIA to Public Records Provided to Contractor.

In accordance with Conn. Gen. Stat. § 4d-35, any public record which the State provides to Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of Conn. Gen. Stat. § 1-210 and as to such public records, the State, Contractor and Contractor’s Parties shall have a joint and several obligation to comply with the obligations of the State under the Freedom of Information Act (FOIA), as defined in Conn. Gen. Stat. § 1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by the State.

34. Rights and Integrity of Public Records.

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which Contractor or Contractor Parties possess, modify or create pursuant to this Agreement or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this Section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 4-33, as it may be modified from time to time.

35. Nondisclosure of Public Records.

In accordance with Conn. Gen. Stat. § 4d-36, neither Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Agreement or any contract, subcontract or amendment to a contract or subcontract and (b) that a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, “public

records” shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

36. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS.

The Contractor agrees to the following:

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 this Agreement;
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.

- b. For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the State, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).
 1. The Contractor agrees and warrants that in the performance of this Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
 2. the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission;
 3. the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 4. the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a- 68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
 5. the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records

and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the Term of this Contract and any amendments thereto.
- g.
 1. The Contractor agrees and warrants that in the performance of this 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 Contract or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 3. the Contractor agrees to comply with each provision of this Section and with each

regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; and

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

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

- i. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:

RW

37. ADVERTISING AND PUBLICITY.

Unless specifically authorized in writing by the State, neither Contractor nor Contractor Parties nor any other subcontractor shall have the right to use, and shall not use, the name of the State of Connecticut, its officials or employees, the seal of the State, or the seal of the State:

- (a) In any advertising, publicity, promotion; nor
- (b) To express or imply any endorsement of Contractor's, Contractor Parties or any other subcontractor's products or services; nor
- (c) To use the names of the State, its officials or employees or the State seal or the State's seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above), except as only to deliver in accordance with this Agreement such items as are hereby contracted by the State, provided however, that the use of the State seal shall require specific and express permission from the Secretary of the State.

38. EXECUTIVE ORDERS.

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. This Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If Executive Orders 14 or 61 are applicable, they are deemed to be incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

39. WHISTLE BLOWING; DISCLOSURE OF RECORDS.

This Agreement is subject to the provisions of section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or to the Auditors of Public Accounts or to the Attorney General under the provisions of subsection (a) of such statute, such 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 provision of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

This Agreement may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

40. SUMMARY OF STATE ETHICS LAWS.

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics

Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement; (b) the Contractor represents that the chief executive officer or authorized signatory of the Agreement and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Agreement; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

41. CAMPAIGN CONTRIBUTION RESTRICTIONS.

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

42. IRAN ENERGY INVESTMENT CERTIFICATION.

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

b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

43. LARGE STATE CONTRACT REPRESENTATION FOR CONTRACTOR.

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

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates

substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

44. LARGE STATE CONTRACT REPRESENTATION FOR OFFICIAL OR EMPLOYEE OF STATE AGENCY.

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

45. CONSULTING AGREEMENTS REPRESENTATION.

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor makes the representations set forth in Exhibit B, Consulting Agreements Representation. The Contractor shall require the individual executing this Agreement on behalf of the Contractor to also sign the Exhibit B Consulting Agreement Representation and have his or her signature acknowledged where indicated.

46. INTERPRETATION.

The Agreement contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Agreement to those statutes and regulations. Both Parties to this Agreement hereby agree that all references to statutes, public acts and executive orders made herein shall refer to such statutes, public acts and executive orders as they are, were or shall be amended, replaced or superseded, from time to time.

47. ENTIRE AGREEMENT.

This Agreement, its Exhibits and applicable SOW embodies the entire agreement between the State and Contractor on the matters set forth herein. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any terms or conditions of the Agreement

shall be valid unless reduced to writing and signed by both Parties. Any and all Purchase Orders, SOW or other documents authorized in connection with this Agreement shall be subject to the terms of this Agreement. Any additional terms within any such Purchase Order, SOW, or other document that contradict the terms of this Agreement shall have no force or effect and shall in no way affect, change or modify any of the terms of this Agreement.

48. AMENDMENT OF THE AGREEMENT

This Agreement may be amended by written agreement of the Parties from time to time to comply with requirements of Connecticut or federal law or to reflect experience under the Agreement. Any amendment hereto shall be fully executed by the Parties and approved by the Attorney General prior to its effective date. Formal written amendment of the Agreement is required for extensions to the final date of the Agreement period and to terms and conditions specifically stated in the original Agreement and any prior amendments, including but not limited to: revisions to the cost of service, the Agreement's objectives, services or plan, due dates for reports, completion of objectives or services, and any other Agreement revisions determined to be material by the State.

49. ASSIGNMENT

The Contractor shall not assign, transfer or subcontract any interest in or performance of Services under this Agreement without the express prior written consent of the State, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Contractor shall be permitted to assign or otherwise transfer this Agreement or any of its rights hereunder to an Affiliate of Contractor, to an acquirer of Contractor or to an acquirer of substantially all of the assets of Contractor. "Affiliate" means, with respect to Contractor, any corporate entity other than Contractor that directly or indirectly controls, is controlled by, or is under common control with Contractor. For the purposes of this definition, "control" (including the terms "controlled by" and "under common control with"), with respect to the relationship between or among two or more corporate entities, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of a corporate entity, whether through the ownership of voting securities, by agreement or otherwise.

50. CONFLICTS, ERRORS, OMISSIONS AND DISCREPANCIES

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

51. NON-WAIVER

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

52. SEVERABILITY

If any term or provision of the Agreement or its application to any person, entity, or circumstance shall to any extent be held to be invalid or unenforceable, the remainder of the Agreement or the application of such term or provision shall not be affected as to persons, entities or circumstances other

than those to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Agreement shall be valid and enforced to the fullest extent possible by law.

53. FURTHER ASSURANCES.

The Parties shall provide such information, execute and deliver instruments and documents and take such other actions, all as may be required by law or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Agreement, in order to give full effect to the Agreement and to carry out the intent of the Agreement.

54. COMPLIANCE WITH LAW

Each Party shall comply with the provisions of all applicable laws relating to the performance of its obligations under this Agreement. Each Party is responsible for obtaining its own legal advice concerning its compliance with applicable laws.

55. FORCE MAJEURE

None of the Parties hereto shall be liable to the other for any failure, delay or interruption in performing its obligations hereunder due to causes or conditions beyond its control including, without limitation, strikes, boycotts, picketing, slow-downs, work stoppages or labor troubles of any other type, acts of God, wars, riots or national or local emergencies.

56. HEADINGS.

The headings given to the sections in the Agreement are inserted only for convenience and are in no way to be construed as part of the Agreement or as a limitation of the scope of the particular section to which the heading refers.

57. NUMBER AND GENDER.

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

58. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile or Portable Document Format (PDF) copies thereof shall be deemed to be originals. IN WITNESS HEREOF, the parties execute this Agreement as of the 23 day of September, 2021.

WELLSPARK HEALTH, INC

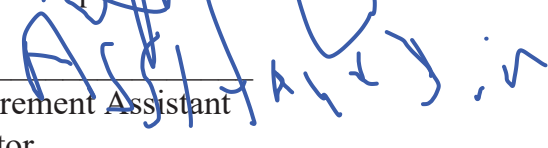
By: Roberta D. Wachtelhausen
Roberta Wachtelhausen

Title: President

Date: September 23, 2021

THE STATE OF CONNECTICUT,
Department of Administrative Services

By: 
Devin Marquez

Title: 
Procurement Assistant
Director

Date: 9/23/21

APPROVED AS TO FORM:
WILLIAM TONG
ATTORNEY GENERAL

By: Joseph Rubin

Title: Assistant Deputy Attorney General

Date: _____

EXHIBIT A
21PSX0120

STATEMENT OF WORK

I. SCOPE OF SERVICES

Contractor Services shall consist of (A) receipt, verification or transmission of proof of vaccination and COVID 19 testing, EO exemptions and related documentation as approved by the State, including, but not limited to, instruction sheets, attestation forms, and frequently asked questions (FAQs) in formats and media as mutually agreed upon, (B) providing State and State Employees access to and use of COVID APP for data submission and collection purposes; (C) EO exemption request processing; (D) reporting, as more particularly described below; (E) submission review services related to proof of vaccination, COVID19 testing and EO exemption documentation; and (F) customer support services, as more particularly described below.

Contractor Services are more specifically described as follows:

A. Documentation

1. Contractor shall provide and support access to and use of the COVID APP, provide dedicated e-mail and fax resources and a process for the determination of State Employee vaccination status or weekly testing compliance for all State Employees in executive branch agencies, constitutional offices, legislative and judicial branches and other groups as identified by the State. Contractor Services shall support a maximum of 40,000 State Employees and other groups ("Population").
2. Weekly on Friday, the State shall provide the Contractor with a file of the Population in a CSV format with fields mutually agreeable to the Parties, including employee name, employee number (unique identifier), business contact information, agency, date of birth, date of hire and any other mutually agreed upon fields ("Population File"). No personal contact information will be provided by the State as part of the Population File.
3. Contractor shall receive, verify and transmit to the State, State Employees' proof of vaccination, COVID19 testing or EO exemption requests and related documentation on forms as preapproved by the State.

B. Access to and use of COVID APP

1. Contractor shall provide State and State Employees with access to and use of the COVID APP via the Apple and Google stores for the Population to submit proof of vaccination and related documentation regarding vaccination status or weekly testing compliance.
2. The COVID APP must be designed to be accessible by the Population twenty-four (24) hours per day, seven (7) days per week via mobile device or desktop computer.
3. Access to and use of the COVID APP must include functionality for the uploading of scanned images for proof of vaccination. COVID APP functionality will be supplemented to include the uploading of COVID19 test results when available.

4. The COVID APP must return a vaccination status to each State Employee that has submitted the requested data and registered in accordance with the COVID APP instructions.
5. If a State Employee submits incomplete data via the COVID APP, the COVID APP must return a status of “incomplete” to the State Employee. Contractor shall then report to the State that State Employee as non-compliant. Contractor shall have no further obligation to follow up on an incomplete COVID APP submission by a State Employee.
6. Contractor shall provide the State dedicated email and fax numbers that may be used by those in the Population without access to the COVID APP via mobile device or desktop computer, or otherwise choose to communicate via email or fax. The dedicated email and fax numbers shall be provided so that the Population may transmit proof of vaccination or test results and related information regarding vaccination status or weekly testing compliance.
7. Contractor shall respond via email to a State Employee’s emailed submission, informing the State Employee when incomplete data is received. If Contractor receives incomplete data via fax, it will use commercially reasonable efforts to inform the State Employee that incomplete data was received.
8. Contractor shall require APP Developer to configure the COVID APP with the State’s preapproved logos and text related to the State’s logo, at no additional charge.
9. The State may request custom modifications to the COVID APP, including but not limited to accessibility by individuals with disabilities. Custom modifications may require development work and modifications requested by the State. Such development work or modifications (“Customization”) shall be billed in accordance with the Customization rates identified in Section II below. Customization work shall be mutually agreed upon by the Parties in writing in advance of the performance of any such Customization work.
10. By using the COVID APP, the State agrees to the COVID APP’s terms and conditions, which are attached hereto as Appendix 1.

C. EO Exemption Requests

1. Contractor shall receive via dedicated email or fax, all requests for EO exemption on documentation in a form prescribed by the State.
2. Contractor shall respond via email to the State Employee’s emailed EO exemption request, informing the State Employee when incomplete data is received. If Contractor receives incomplete data via fax, Contractor shall use commercially reasonable efforts to inform the State Employee that incomplete data was received.

3. Contractor shall forward State Employees' EO exemption requests to the State. Contractor shall validate that each EO exemption request is fully responded to and completed prior to transmitting the documentation related to the same to the State.

D. Reporting

1. Contractor shall submit reports to the State, via Excel spreadsheet or other format prescribed by the State as follows:

a. Weekly Report. Contractor shall review the Population File and compare it to the data received from the Population for accuracy, completeness and a determination of EO compliance weekly every Friday. Contractor shall return to the State within three (3) business days after the receipt of the Population File: (1) the Population File with a list of the noncompliant Population; and (2) a list of the Population requesting EO exemption, including incomplete requests, along with all completed EO exemption documentation that have a non-testing option. Contractor's weekly report shall report on data received through the previous Sunday, 11:59p eastern standard time.

b. Update Reports. Contractor shall provide the State updated reports every Wednesday, Thursday, and Friday identifying employees in the Population that have become EO compliant and include a list of pending EO exemption requests.

c. Program Status Report(s). Contractor shall provide aggregate data reporting in content and format as approved by the State. Contractor shall upload the aggregate data onto the State of Connecticut Open Data website, <https://data.ct.gov>.

d. Additional reports. Contractor shall provide such additional reports as may be requested by the State and as mutually agreed to by the Parties.

2. Weekly, Update, Program Status and Additional reporting requirements may be adjusted upon mutual written agreement of the Parties.

E. Submission Review

1. Contractor shall review a total of 100 State Employee submissions during the first three (3) months of the Term. Beginning month four (4) of the Term, Contractor shall review five (5) State Employee records per week for the balance of the Term. The specific review requirements will be mutually agreed to by the Parties within thirty days after the execution of this Agreement.

F. Customer Support Services

1. Contractor shall provide an account management team to respond to State inquiries via direct telephone or email addresses. Contractor shall respond to inquiries within 24 hours during business days.

2. Contractor shall provide weekly management review meetings with State, virtual or as otherwise mutually agreed to. The frequency of the management review meetings may be adjusted upon mutual agreement, but in no event shall the meetings take place less than monthly.

3. Contractor shall respond to the State’s request for updates and other configurations to the COVID APP within three (3) business days. The parties will mutually agree to a schedule for any resulting implementation work.

G. Municipalities and political subdivisions

Contractor shall make Services available to municipalities and other political subdivisions of the state of Connecticut, including boards of education participating in the state health plan. Any municipality or other political subdivision of the state, including any board of education participating in the state health plan, that wishes to avail itself of the Services shall enter into a separate SOW and payment obligation under the Agreement and shall be solely responsible for the submission of any required file upload to Contractor. Contractor shall assign to any such entity its own login code for the COVID APP.

II. FEE SCHEDULE

The State shall pay Contractor a one-time program startup fee of fifty-nine thousand eight hundred dollars (\$59,800) upon the State’s access to and use of the COVID APP.

In addition, the fees set forth below, will be billed commencing September 23, 2021.

Service	Cost
Monthly Administrative Fee	\$12,000
Monthly Technology COVID APP Fee	\$80,000
Monthly Program Fee (5 Full-time equivalent staff) **If in month 3 of the Term, the 40,000 Population decreases by greater than 20%, the Monthly Program Fee will be reduced by \$10,833 and reduced by 1 full-time equivalent staff for the remainder of the Term. If in month 3 of the Term, the 40,000 Population increases by greater than 20%, the Monthly Program Fee will be increased by \$10,833 and the full-time equivalent staff will be increased by 1 for the remainder of the Term.	\$54,166

Customization	\$3000 per 8 hour business day
Municipality or Political Subdivision use of Agreement ***Municipalities or political subdivisions seeking to use this Agreement shall be offered the same pricing for up to 40,000 of the municipality/political subdivision's population. If greater than 40,000 population, Contractor shall negotiate pricing directly with the municipality/ political subdivision.	***

Any mailing costs to be incurred by Contractor must be preapproved by the State and shall be billed separately to the State at Contractor's cost, due within thirty (30) days from the State's receipt of invoice.

This Agreement may be amended by written agreement of the Parties to add populations such as partnership employees or other Board of Education employees, new testing, new vaccination requirements, more frequent testing, different reporting, or as the Parties may otherwise agree.

**Appendix 1 to Exhibit A
21PSX0120**

MEDIKEEPER AND IHEALTHHOME TERMS OF USE FOR COVID NAVIGATOR

Updated: September 17, 2021

PLEASE READ THESE TERMS OF USE CAREFULLY. IF YOU DO NOT ACCEPT THESE TERMS OF USE, YOU SHOULD NOT USE THE COVID NAVIGATOR. THIS COVID NAVIGATOR IS PROVIDED TO YOU BY COVID Navigator WHO HAS CONTRACTED WITH MEDIKEEPER INC AND IHEALTHHOME WHO ARE MANAGING AND OPERATING THIS PRODUCT ON BEHALF OF COVID Navigator. THESE TERMS OF USE APPLY TO MEDIKEEPER AND IHEALTHHOME, COVID Navigator, AND YOU AS THE USER.

1. MediKeeper and iHealthHome's Service.

MediKeeper and iHealthHome provide employee and member portals and Apps to employers, health plans and wellness companies so that they may provide their employees or members with online health and wellness portals. As person who is eligible to use the COVID NAVIGATOR (hereinafter referred to as a “user”), you will have access to the COVID NAVIGATOR The COVID NAVIGATOR allows you to enter and update certain information related to the COVID-19 Coronavirus. The service is accessed on your mobile device to allow access to the COVID NAVIGATOR at any time. MediKeeper and iHealthHome are committed to the highest levels of security and privacy.

2. Availability of COVID NAVIGATOR

The COVID NAVIGATOR will be available to you for as long as COVID Navigator maintains a business relationship with MediKeeper and iHealthHome. If COVID Navigator terminates the business relationship with MediKeeper and iHealthHome, or MediKeeper and iHealthHome terminates the business relationship with COVID Navigator for any reason, you may no longer have access to the COVID NAVIGATOR or the information contained within it.

You agree that MediKeeper and iHealthHome may modify or discontinue the provision of the COVID NAVIGATOR, with or without notice to you. You agree that

MediKeeper and iHealthHome will not be liable to you or any third party or person, as a result of such modification or discontinuation.

As a user, you may request that MediKeeper and iHealthHome delete all of your personal information at any time. If the contract between MediKeeper and iHealthHome and COVID Navigator is terminated for whatever reason, COVID Navigator may request that MediKeeper and iHealthHome delete the personal information of all users associated COVID Navigator from the MediKeeper and iHealthHome systems used to store such information.

3. Obligations of the User.

MediKeeper and iHealthHome and COVID Navigator would like to make you aware of the following information and your obligations:

a.

While MediKeeper and iHealthHome makes every effort to ensure that the medical information and references used within the COVID NAVIGATOR are correct and up to date, the COVID NAVIGATOR does not offer medical advice and is not intended to replace the advice you receive from your own doctor. If you have any questions or concerns about the information contained within the COVID NAVIGATOR, you should consult your doctor.

b.

The performance and loading times of the COVID NAVIGATOR is dependent upon many things that are not in the control of MediKeeper and iHealthHome or COVID Navigator including your own network performance, the age and performance of your cellphone, tablet or mobile device, and the availability of internet connectivity.

c.

MediKeeper and iHealthHome are not responsible for supplying any of the equipment or networks required to access the COVID NAVIGATOR. This remains the responsibility of the user.

d.

The information you provide and enter into the COVID NAVIGATOR, may contain sensitive and personal health information. You should always logout of the COVID NAVIGATOR after each session to prevent unauthorized persons gaining access to your information.

e.

When you register as a user for the COVID NAVIGATOR you will be asked to provide your email address which will be your user name and password, which you will then use to login each time you wish to view the COVID NAVIGATOR, and your cellphone number and email address. It is important that you protect the access to your personal health information by not sharing your user name and password with anyone, and do not write this information down in a place where someone may easily find it. MediKeeper and iHealthHome cannot, and will not, be liable for any loss or damage arising from your failure to comply with this requirement.

f.

You agree to immediately notify MediKeeper and iHealthHome of any unauthorized use of your password or account or any other breach of security.

g.

You are responsible for the accuracy of the information you enter into the COVID NAVIGATOR. If you enter incorrect information, deliberately or by accident, you may compromise the accuracy of the results and information you may receive via the COVID NAVIGATOR.

h.

You are responsible for keeping the information within the COVID NAVIGATOR up to date. Some of your results and information are related to dates and times, and for the results to be meaningful, it is important that they are calculated based upon the most up to date information.

4. Privacy Policy.

MediKeeper and iHealthHome does not provide any information to COVID Navigator about any individual or their personal health information to people, entities or companies not directly involved in supporting you through the COVID NAVIGATOR. Your personal cellphone number and email address are provided to the administrators of COVID Navigator so that they may have the ability to send messages and notifications to you

5. User Account, Password and Security.

You will enter a username and password when completing the registration for the COVID NAVIGATOR. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account.

6. Disclaimer of Warranties by MediKeeper and iHealthHome.

You acknowledge that information contained within the COVID NAVIGATOR will be transmitted over local exchange, interexchange and Internet backbone carrier lines and through routers, switches and other devices, all of which are beyond the control and jurisdiction of MediKeeper and iHealthHome. MediKeeper and iHealthHome assumes no liability for or relating to the delay, failure, or interruption of any data or other information transmitted in connection with use of the MediKeeper and iHealthHome site.

WITHOUT LIMITING THE FORGOING, EVERYTHING ASSOCIATED WITH THE COVID NAVIGATOR, IS PROVIDED TO YOU “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. MEDIKEEPER AND IHEALTHHOME MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE MEDIKEEPER AND IHEALTHHOME MATERIAL, SOFTWARE TEXT, GRAPHICS, AND LINKS OR RESULTS TO BE OBTAINED FROM THE COVID NAVIGATOR.

MEDIKEEPER AND IHEALTHHOME, DOES NOT IN ANY WAY EDIT, REVIEW OR AUTHORIZE THE RELEASE OF YOUR INFORMATION, EXCEPT AS PROVIDED IN THESE TERMS OF USE OF USE OR THE MEDIKEEPER AND IHEALTHHOME PRIVACY STATEMENT OR AS REQUIRED TO BY FEDERAL OR STATE LAW TO ALLOW THE TREATMENT OR TRACING OF DATA CONNECTED TO THE COVID-19 CORONAVIRUS. MEDIKEEPER AND IHEALTHHOME IS NOT LIABLE FOR ANY INACCURACY, OMISSION OR ERROR IN YOUR ONLINE PERSONAL INFORMATION.

WITHIN THE COVID NAVIGATOR YOU MAY BE OFFERED LINKS TO OTHER SITES OPERATED BY PARTIES OTHER THAN MEDIKEEPER AND IHEALTHHOME. THE INCLUSION OF ANY LINK TO SUCH SITES DOES NOT IMPLY ENDORSEMENT BY MEDIKEEPER AND IHEALTHHOME OF THE SITES. MEDIKEEPER AND IHEALTHHOME HAS NOT REVIEWED ALL OF THE SITES AVAILABLE WITHIN THE COVID NAVIGATOR AND IS NOT RESPONSIBLE FOR THE CONTENT OR ACCURACY OF ANY OFF-SITE

PAGES OR ANY OTHER SITES LINKED TO THE COVID NAVIGATOR. BY SELECTING ANY OF THESE LINKS TO ANY OTHER OFF-SITE PAGES OR OTHER SITES YOU ACKNOWLEDGE THAT THIS IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS OF USE OF USE OF THOSE SITES.

7. Limitations of Liability

IN NO EVENT SHALL MEDIKEEPER AND IHEALTHHOME, ITS SUPPLIERS OR ANY THIRD PARTIES BE LIABLE FOR ANY COSTS, DAMAGES AND EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, HEALTH PROBLEMS, PERSONAL INJURY, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE COVID NAVIGATOR, THE CONTENT OF THE COVID NAVIGATOR, OR ANY OTHER MEDIKEEPER AND IHEALTHHOME SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MEDIKEEPER AND IHEALTHHOME IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MEDIKEEPER AND IHEALTHHOME SHALL BE LIABLE TO YOU ONLY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND ONLY TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY YOU. BECAUSE SOME STATES AND COUNTRIES DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

8. Controlling Law

These terms of use will be governed by the laws of Connecticut. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of the terms shall continue in full force and effect.

9. Indemnification

To the extent permitted under Connecticut's sovereign immunity laws, you agree to defend, indemnify and hold MediKeeper and iHealthHome, its officers, directors, employees and agents, licensors and suppliers harmless from and against any claims, actions or demands, liabilities and settlements, including, without limitation, reasonable legal and accounting fees, resulting from your use of the COVID NAVIGATOR or any other MediKeeper and iHealthHome Service in a manner that violates or is alleged to violate these Terms of use of Use. MediKeeper and iHealthHome shall provide notice to you promptly of any such claim, suit or

proceeding and shall reasonably cooperate with you, at your expense, in your defense of any such claim, suit or proceeding.

10. Force Majeure

MediKeeper and iHealthHome's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

11. Acceptance of these Terms of Use

You must agree to these terms of use in order to have access to the COVID NAVIGATOR.

EXHIBIT B
CONSULTING AGREEMENTS REPRESENTATION
21PSX0120

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor represents that it has not entered into any consulting agreements in connection with this Agreement, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Nothing to disclose

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

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

If YES:

Name of Former State Agency

Termination Date of Employment

The undersigned, being the person signing this Agreement, swears that the representation in this Consulting Agreements Representation provision in this Agreement is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

Robertad Wachtelhausen
Signature of person signing this Agreement

Print Name: ROBERTA D. WACHTEL HAUSEN

Date: 09/24/2021

Sworn and subscribed before me on this 24th day of September, 2021.

William F. Jara
Commissioner of the Superior Court
or Notary Public

09/30/2022
My Commission Expires



WILLIAM F. JARA
NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT. 30, 2022