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State of Connecticut
**Department of Rehabilitation Services**
*Interpreting Unit*

# FEDERAL AGENCY
# AGREEMENT FOR SIGN LANGUAGE INTERPRETING SERVICES

## TERMS AND CONDITIONS

1. **Parties.** Pursuant to Conn. Gen. Stat. § 46a-33b, this agreement is entered into by and between the State of Connecticut, Department of Rehabilitation Services (hereinafter "Department") and _____ (hereinafter "Customer").

2. **Term.** The term of this agreement shall be for the period commencing on 7/1/2015 and ending on 9/30/2016. This term may be extended by amending the agreement according to Paragraph 3 of this agreement.

3. **Amendment.** This agreement may only be amended by formal written amendment to this agreement, signed by both parties and approved by the Office of the Attorney General where applicable.

4. **Services.** The Department, through its staff, offers sign language interpreting services for deaf and hard of hearing individuals. Staff interpreters are certified by either the National Association of the Deaf (NAD), or the National Registry of Interpreters for the Deaf (RID) and they are registered with the Department, as required by law.

5. **Fee.**
   (a) Hourly rate. Customer agrees to pay $55.00 per hour, per interpreter, for interpreting services.
   (b) Travel time. Customer agrees to pay for the interpreter's travel time to and from the requested location at the rate of $55.00 per hour, per interpreter.
   (c) Minimum fee. Each request for services shall be billed a minimum of two hours (inclusive of travel time) per interpreter.

6. **Request for Services.**
   (a) Deadline for Requests. Customer should request services at least ten (10) business days in advance from the Department's Interpreting Unit.
   (b) Additional Advance Notice. Requests for services for conferences, workshops, training, require fifteen (15) business days advance notice.
   (c) College or ongoing mainstream classes. Request for services for college classes or ongoing mainstream classes should be made at least thirty (30) days in advance.
   (d) Components of Request. Request for services may be made by phone (860-231-1960, ext #5); fax (860-231-8746); or by e-mail to DORS.Interpreting@ct.gov. Each request must contain the following information:
   - Name of requesting entity and individual making the request
   - Address, phone number and e-mail of the requesting entity
   - Name of the deaf or hard of hearing person(s)
   - Date of services needed
   - Start and end times of requested services

- Length of time that services will be needed
- Purpose of interpreting services
- Address and telephone number of location where services will be needed
- Name, phone number, and e-mail address for assignment on-site contact person

(e) Additional Information. The Department's Interpreting Unit shall request any additional information that it determines is pertinent to the request for services.

7. **Cancellation of Services.**
   (a) Cancellation. Customer must make cancellations of any requested services directly to the Department's Interpreting Unit. Cancellation requests may be made during regular business hours, 8:30 a.m. – 5:00 p.m., Monday through Friday.
   (b) Method of Cancellation. Cancellation requests may be made by phone (860-231-1960, ext #5); fax (860-231-8746); or by e-mail to DORS.Interpreting@ct.gov.
   (c) Cancellations (Unbillable). In order to avoid being billed, all cancellations must be made forty-eight (48) hours in advance of the requested services.
   (d) Charges for Untimely Cancellation (Billable). If services are not cancelled within forty-eight (48) business hours in advance of the requested services, Customer shall be charged for the length of time that services were requested. If services are cancelled after the interpreter has arrived or is en route to the location, then Customer shall be charged the length of time that services were requested, plus the interpreter's travel time to and from the location. A minimum of two hours will be charged for an untimely cancellation.

8. **Processing Requests for Service; No Guarantee; Confirmation of Service Scheduling; Unforeseen Circumstances.**
   (a) The Department shall process all requests in the order in which they are received.
   (b) There is no guarantee that services will be provided for every request that the Department receives.
   (c) The Department will make reasonable efforts to confirm via phone or e-mail that the requested services will be provided. However, the Department encourages Customers, short notice or otherwise, to follow up with the Interpreting Unit to check the status of their requests if they have not yet received a phone or e-mail confirmation.
   (d) In the event of unforeseen circumstances of unsafe travel, inclement weather, assignment site conditions or interpreter illness, interpreter services may not be provided. Customer shall not be charged for services that could not be provided due to unforeseen circumstances.
   (e) Requests made less than ten (10) business days from the requested service date(s) are considered to be "short notice" requests. The Department will make reasonable efforts to secure services though there is no guarantee.

9. **Number of Interpreters Assigned.** The Department shall determine the number of interpreters that are to be assigned to each request for services. When more than one interpreter is assigned, they are to work as a team.

10. **Emergency services.**
   (a) Emergency defined. Emergency requests for services are assigned a high priority status for purposes of scheduling. An "emergency" is defined as "urgent and essential to health, safety, and welfare of the citizens of the State of Connecticut." The Department's Interpreting Unit shall determine whether a request constitutes an emergency.
   (b) Requesting Emergency Services.
      i. Regular Business Hours. To request emergency services, Monday through Friday 8:30 a.m. to 5:00 p.m., please phone the Interpreting Unit at 860-231-1960, ext #5.
      ii. After Hours, Weekends, and Holidays. To request emergency services after hours (5:00 p.m. to 8:30 a.m.), on weekends, and on holidays, please phone the Department's Answering Service at 860-231-7623 (voice). This number is not to be called for any other purpose.

(c) Rate. Emergency services shall be provided at the same rate as basic services in Paragraph 4 above.

**11. Payment.**

(a) The Department shall prepare an invoice detailing services rendered and submit such invoice to the Customer after services have been rendered.
(b) Customer shall review the invoice and make payment within thirty (30) days of receipt.
(c) Non-payment may result in denial of interpreting services.

**12. Liability.** Each party shall be solely liable for any claims, actions, demands or damages arising out of their acts or omissions or their employees in the performance of this Agreement.

**13. Choice of Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

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

**15. Termination for Convenience.**

(a) The Department may terminate performance of work under this Agreement in whole or in part whenever for any reason the Department shall determine that such termination is in the best interest of the Department and/or the State of Connecticut.
(b) This Agreement shall remain in full force and effect for the entire term of the Agreement as stated in Paragraph 2 above unless terminated by the Department, by giving the Customer written notice of such intention. The required number of day's written notice is fifteen (15) days. In the event that the Department elects to terminate this Agreement pursuant to this provision, the Department shall notify the Customer by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

**16. Executive Orders.** This Agreement is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. This Agreement may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. All of these Executive Orders are incorporated into and made a part of this Agreement as if they had been fully set forth in it. At the Customer's request, the Department shall provide a copy of these Orders to the Customer.

**17. Nondiscrimination.** For purposes of this paragraph, references to "Contract" or "contract" shall refer to this Agreement; references to "Contractor" or "contractor" shall be the same as "Customer".

(a) For purposes of this Section, the following terms are defined as follows:
    i. "Commission" means the Commission on Human Rights and Opportunities;
    ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
    iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
    iv. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

v. "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;

vi. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

vii. "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;

viii. "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

xi. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

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

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

**18. <u>Campaign Contribution Restrictions</u>.**

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

**CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**DUTY TO INFORM**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**PENALTIES FOR VIOLATIONS**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to $2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5000 in fines, or both.

**CONTRACT CONSEQUENCES**

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

**DEFINITIONS**

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract,* (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand

dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes or any agreement or contract between the state and any state agency and the United States Department of the Navy of the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an

individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, of if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

**19.Health Insurance Portability and Accountability Act of 1996 ("HIPAA").**

(a) If the Department is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Department must comply with all terms and conditions of this Section of the Agreement. If the Department is not a Business Associate under HIPAA, this Section of the Agreement does not apply to the Department for this Agreement.

(b) The Department is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under this Agreement in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

(c) The Customer named on page 1 of this Agreement is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and

(d) The Department, on behalf of the Customer, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and

(e) The Department is a "business associate" of the Customer, as that term is defined in 45 C.F.R. § 160.103; and

(f) The Department and the Customer agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(g) Definitions

i. "Breach" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).

ii. "Business Associate" shall mean the Department.

iii. "Covered Entity" shall mean the Customer named on page 1 of this Agreement.

iv. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

v. "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5).

vi. "Individual" shall have the same meaning as the term "individual"' in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

vii. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

viii. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

ix. "Required by Law"' shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

x. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

xi. "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

xii. "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

xiii. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

xiv. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.

xv. "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

i. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Agreement or as Required by Law.

ii. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Agreement.

iii. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

iv. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Agreement.

v. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Agreement of which it becomes aware in accordance with 45 C.F.R. § 164.5029e)(ii)(C) or any security incident of which it becomes aware in accordance with 45 C.F.R. § 164.5029e)(ii)(C).

vi. Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such PHI.

vii. Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 C.F.R. § 164.524.

viii. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.

ix. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to the Secretary in a time and manner agreed designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

x. Business Associate agrees to document and make available the information required to provide an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

xi. Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection (h)(x) of this Section of the Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's written direction to make available the information required for the Covered Entity to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

xii. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.

xiii. In the event that an individual requests that the Business Associate

(A) restrict disclosures of PHI that Business Associate maintains for or on behalf of the Covered Entity; or

(B) provide an accounting of disclosures of the individual's PHI that Business Associate maintains for or on behalf of the Covered Entity; or

(C) provide a copy of the individual's PHI in an electronic health record that Business Associate maintains for or on behalf of the Covered Entity, the Business Associate agrees to notify the Covered Entity, in writing, within seven business days of the request.

xv. Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual as prohibited by 42 U.S.C. § 17935(d) and in any regulations related thereto.

xvi. Obligations in the Event of a Breach.

(A) The Business Associate agrees that, following the discovery of a breach of unsecured PHI, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b) and applicable provisions of this Section of the Agreement.

(B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 60 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402(g) of HITECH (42 U.S.C. § 17932(g)). The notification shall include to the extent possible and subsequently as information becomes available the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

(C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information include to the extent possible and subsequently as information becomes available:

1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.

2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).

3. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.

4. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

(i) Permitted Uses and Disclosure by Business Associate.

i. General Use and Disclosure Provisions Except as otherwise permitted, required or limited in this Section of the Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

ii. Specific Use and Disclosure Provisions.

(A) Except as otherwise permitted, required or limited in this Section of the Agreement, Business Associate may use or disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise permitted, required or limited in this Section of the Agreement, Business Associate may use of disclose PHI for the proper management and administration of Business Associate as provided in 45 C.F.R. § 164.504(e)(4) or as Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise permitted, required or limited in this Section of the Agreement, Business Associate may use or disclose PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

i. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

ii. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

iii. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity shall not make any disclosure of PHI to Business Associate if such disclosure would violate HIPAA, HITECH or any applicable federal or state law or regulation and will not request Business Associate to use or make any disclosure of PHI in any manner that would not be permissible under Covered Entity's privacy policies, HIPAA, HITECH or any applicable federal or state law or regulation if such use or disclosure were done by Covered Entity

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Covered Entity's privacy policies, HIPAA, HITECH or any applicable federal or state law or regulation if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Agreement. Further, Covered Entity shall limit any disclosure of PHI to Business Associate to the minimum necessary to accomplish the intended purpose of such disclosure, provided, however, that the requirements set forth above shall be superseded and replaced by the requirements of the "minimum necessary" regulations or guidance to be issued by the Secretary (pursuant to 42 U.S.C. § 17935(b)(1)(B)).

(l) Term and Termination.

i. Term. The Term of this Section of the Agreement shall be effective as of the date the Agreement is effective and shall terminate when the information collected in accordance with provision (h)(x) of this Section of the Agreement is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

ii. Termination for Cause Upon Covered Entity's knowledge of a material breach of this Section of the Contract by Business Associate, Covered Entity shall provide written notice of the breach that specifies the nature of such breach and either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within thirty (30) days after receipt of such written notice ; or

(B) Immediately terminate the Agreement if Business Associate has breached a material term of this Section of the Agreement and cure is not possible; or

(C) If termination is not feasible, Covered Entity shall report the violation to the Secretary.

iii. Effect of Termination.

(A) Except as provided in (l)(ii) of this Section of the Agreement, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (h)(x) of this Section of the Contract to the Covered Entity within thirty (30) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Agreement to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate

maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Sections.

i. Regulatory References. A reference in this Section of the Agreement to a section in the Privacy Rule means the section as in effect or as amended.

ii. Amendment. The Parties agree to take such action as in necessary to amend this Section of the Agreement from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule, HIPPA and HITECH.

iii. Survival. The respective rights and obligations of Business Associate and Covered Entity shall survive the termination of this Agreement.

iv. Effect on Agreement. Except as specifically required to implement the purposes of this Section of the Agreement, all other terms of the Agreement shall remain in force and effect.

v. Construction. This Section of the Agreement shall be construed as broadly as necessary to implement and comply with HIPAA and HITECH. Any ambiguity in this Section of the Agreement shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

vi. Disclaimer. Nothing contained in this Agreement is intended to confer upon any person (other than the parties hereto) any rights, benefits, or remedies of any kind or character whatsoever, whether in contract, statute, tort (such as negligence), or otherwise, and no person shall be deemed a third-party beneficiary under or by reason of any provision of the Agreement.

**20. Family Educational Rights and Privacy Act.** The Department acknowledges that it may be given access to education records in the course of performing its obligations pursuant to this Agreement. The Department acknowledges that such information is subject to the Family Educational Rights and Privacy Act (FERPA) and agrees that it will utilize such information only to perform the services required by this Agreement and for no other purpose except where required by law. The Department further agrees that it will not disclose such information to any third party without the prior written consent of the student to whom such information relates except where authorized by law.

**21. Contracting Affidavits and Certification Forms.** Where applicable, the Customer and the Department agree to execute and submit affidavits and certifications required by State and Federal law.

APPROVALS AND ACCEPTANCES:

**ENTITY:** _____

BY _____ DATE: _____

Name of signatory_____

Title of signatory _____

**State of Connecticut**
**DEPARTMENT OF REHABILITATION SERVICES**

**The Department herein (circle one) IS or IS NOT a Business Associate under HIPAA.**

BY _____ DATE: _____

Name of signatory _____

Title of signatory _____

**OFFICE OF THE ATTORNEY GENERAL**

This contract template having been reviewed and approved as to form by the Office of the Attorney General is exempt from review pursuant to a Memorandum of Agreement between the Office of the Attorney General and the Connecticut Department of Rehabilitation Services/Interpreting Unit.

DORS
LIVE. LEARN. WORK.

State of Connecticut
**Department of Rehabilitation Services**
*Interpreting Unit*

## SERVICE REQUEST

Title of requesting entity: _____
(Business, Company, Agency, Practice name)

Name of individual submitting this request: _____

Phone number of individual submitting this request: _____
(Confirmations are only provided by email)

E-mail address to send confirmation to: _____

Name of Deaf or Hard of Hearing Participant(s): _____

_____

Situation: *(i.e., investigation, trial, interview, surgery, routine appointment, meeting)*

_____

***Logistical Information:***

Date(s)_____ Start Time_____am/pm End Time_____ am/pm
Assignment Location: _____Bldg/Suite:_____
Address: _____Floor and Room# _____
City/State/Zip: _____
On-site Contact: _____ Active Phone Number: _____

***Specific Assignment Information:*** *Please only fill in below section if applicable*

***JUDICIAL:*** *GA#* _____ *Docket #:* _____
*Charges:* _____
***DCF:*** *Link #*_____ *Child ID#*_____ *Child Name*_____
***DOL:*** *Cost Center #*_____
***Medical:*** *Department* _____ *Doctor Name:* _____
*Nature of medical appointment:* _____

*Other additional information (i.e., parking, specific directions):* _____

_____

*Specific interpreter preferred (i.e., gender, CDI, legal):* _____

Please complete and return by e-mail, mail or fax.
Phone: 860-231-1690 Fax: 860-231-8746 E-mail: DORS.Interpreting@ct.gov
Mailing address: P.O. Box 330730, West Hartford, CT 06133-0730

For Office Use Only:

Received:

Assignment #:

DORS
LIVE. LEARN. WORK.

State of Connecticut
**Department of Rehabilitation Services**
*Interpreting Unit*

# BILLING AUTHORIZATION

**Customer Account Information (please print):**

Name of Entity: Business/Company/Agency_____

Authorized Representative: Signature_____ Date_____

Authorized Representative: Name/Title (printed) _____

Authorized Representative: Direct phone number_____

Authorized Representative: E-mail Address _____

**Billing Information (please print):**

Name _____

Dept. / Division _____

Address _____

City/State/Zip _____

Attn. (incl. Title) _____

Active Phone Number _____

Fax number _____

E-mail Address _____

**Please indicate if you prefer to receive bills: _____ via e-mail, or _____ by mail**

Please complete and return authorization form by e-mail, mail or fax.
Phone: 860-231-1690 Fax: 860-231-8746 E-mail: DORS.Interpreting@ct.gov
Mailing address: P.O. Box 330730, West Hartford, CT 06133-0730

PAYMENTS should be submitted to:
Dept. of Rehabilitation Services, Fiscal Services Unit, 55 Farmington Ave., 12th Floor, Hartford, CT 06105

*CORE CUST #:*