

Lori A. Weaver
Commissioner

Iain N. Watt
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

August 14, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health, to enter into a contract with Abbott Laboratories Inc. (VC 268653), Abbott Park, IL, at no cost to the Department, to receive rebates on select formulas purchased in the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) with rebate revenue of \$8,778,621, with the option to renew for up to two (2) additional years, effective October 1, 2026, upon Governor and Council approval through September 30, 2029. 100% Other Revenue received from Abbott Laboratories Inc.

Revenue received from the rebates will be deposited as follows.

05-95-90-902010-22070000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WIC FOOD REBATES

State Fiscal Year	Class Title	Revenue Code	Projected Revenue
2027	Private and Local Funds	005-402823	\$2,194,655
2028	Private and Local Funds	005-402823	\$2,926,207
2029	Private and Local Funds	005-402823	\$2,926,207
2030	Private and Local Funds	005-402823	\$731,552
		Total	\$8,778,621

EXPLANATION

The purpose of this request is to support the New Hampshire Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) through rebate revenue. In accordance with federal regulation 7 CFR §246.16(a), the Infant Formula Rebate Program helps contain costs and expand access to nutritious foods, nutrition education, and health-related services for nutritionally at-risk pregnant and postpartum women, infants, and young children, up to age five. Unless medically contraindicated, infant formula products from the contracted manufacturer are issued to WIC participants as part of their prescribed food benefits.

This agreement allows the Department to receive rebates from the selected manufacturer, Abbott Laboratories Inc., on the wholesale price of standard milk and soy infant formula, liquid

concentrate, powdered formula, and ready-to-feed formula. Per federal requirements, all State WIC Agencies must continuously operate a cost-containment system for infant formula. The Department interacts with the vendor on a rolling basis and receives a specified rebate amount for all formula redeemed by WIC participants. The rebate amount returned to the Department varies based on the type of formula product as specified in the agreement. Combined with federal funding, the rebate revenue supports continued and expanded access to nutritional assistance for eligible WIC participants.

Approximately 19,514 unique participants will be served by the NH WIC Program each Federal Fiscal Year through September 30, 2029.

New Hampshire is a participating member of the New England and Tribal Organizations (NEATO) Consortium, which includes the states of Connecticut, Maine, Massachusetts, Rhode Island, and Vermont, along with the Cherokee Nation. The Commonwealth of Massachusetts serves as the lead state for the Consortium.

NEATO selected the vendor through a competitive procurement process. A formal Invitation to Bid (ITB) was posted on the Commonwealth of Massachusetts' official procurement platform, COMMBUYS, from January 13, 2026 to March 11, 2026. Notification of the ITB was also emailed to all three (3) Food and Drug Administration-qualified infant formula manufacturers. To further ensure transparency and accessibility, the New Hampshire Department of Health and Human Services published the ITB link, along with all related documents and addenda, on its procurement website, as well as on the New Hampshire Department of Administrative Services procurement portal.

A total of two (2) bids were received in response to the solicitation. The lead state, Massachusetts, conducted a public bid opening on March 11, 2026. All submissions were reviewed and evaluated by a panel of individuals with relevant program expertise. In accordance with federal regulation, infant formula rebate proposals are ranked based on the lowest total net cost, calculated as the wholesale price minus the rebate amount. For each bidder, the lowest monthly wholesale cost across all formula types was determined. Abbott Laboratories Inc. submitted the lowest overall bid and met all technical requirements.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1. Revisions to Form P-37 General Provisions, Subsection 1.3 of the contract; the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Executive Council approval.

Should the Governor and Council not authorize this request, the Department would be out of compliance with U.S. Department of Agriculture regulations requiring state WIC programs to maintain a rebate contract with an infant formula manufacturer. In addition, more than \$8 million in rebate revenue will not be available to offset program expenditures.

Area served: Statewide.

Source of Federal Funds: 100% Other Revenue received from Abbott Laboratories Inc.

Respectfully submitted,



For:

Lori A. Weaver
Commissioner

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Bid Sheet

Project ID #	RFB-2027-DPH-01-FORMU-01
Project Title	WIC Retail Infant Formula Rebate

The “Monthly Net Price” values represent the rebate-adjusted net cost calculated from each vendor’s bid. These figures are used solely for evaluation and comparison purposes under the NEATO cooperative procurement. The State does not remit these amounts to the vendor; they reflect the net cost after application of the vendor’s rebate.

	Abbott Laboratories Inc.	Mead Johnson & Company, LLC
Monthly Net Price (Not Paid by State):	\$111,033.06	\$223,447.81

**SPECIAL SUPPLEMENTAL NUTRITION PROGRAM
FOR WOMEN, INFANTS, AND CHILDREN (WIC PROGRAM)**

NEW ENGLAND AND TRIBAL ORGANIZATIONS (NEATO)

Cherokee Nation

Connecticut

Maine

Massachusetts

New Hampshire

Rhode Island

Vermont

WIC RETAIL INFANT FORMULA REBATE AGREEMENT

WITH ABBOTT LABORATORIES INC.

**REVISED AND FINAL
Effective Date: October 1, 2026**

This AGREEMENT is made effective this 1st day of October 2026 and shall be interpreted pursuant to the respective laws of each state and the tribe as hereinafter detailed, by and between the Cherokee Nation, the State of Connecticut, the State of Maine, the Commonwealth of Massachusetts, the State of New Hampshire, the State of Rhode Island, and the State of Vermont, (hereinafter “NEATO”) and Abbott Laboratories Inc. (hereinafter “MANUFACTURER”).

WHEREAS, NEATO desires to implement a WIC infant formula rebate system intended to decrease the cost of infant formula and improve program operations and services through increased participation in the Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter “WIC Program”) by eligible participants.

WHEREAS, the MANUFACTURER, through its sealed bid submitted under the single-supplier competitive system on March 11, 2026, which is specifically incorporated herein by reference as part of this AGREEMENT, shall provide NEATO a rebate on infant formula manufactured by the MANUFACTURER and provided to WIC participants through Electronic Benefits Transfer (EBT) that specify infant formula products and that are redeemed by WIC participants in accordance with state, tribe, and federal rules.

WHEREAS, the following terms shall have the following meanings for purposes of this AGREEMENT:

“New England and Tribal Organizations” or “NEATO” refers to the six (6) states and one (1) tribe acting as an alliance.

“WIC vendor” refers to authorized WIC retail grocery stores and pharmaceutical stores.

“Infant formula” means a food that meets the definition of an infant formula in section 201(z) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 321(z)) and that meets the requirements for an infant formula under section 412 of the Federal, Food, Drug, and Cosmetic Act (21 U.S.C. 350a) and the regulations at 21 CFR parts 106 and 107.

“Contract brand infant formula” means all infant formulas (except exempt infant formulas) produced by the Manufacturer awarded the infant formula contract. If the Manufacturer subcontracts for soy-based infant formula, then all soy-based infant formulas covered by the subcontract are considered contract brand infant formulas. Contract brand infant formulas also include all infant formulas (except exempt infant formulas) introduced by the Manufacturer after the award.

“Primary contract infant formula” means the specific infant formula for which the Manufacturer submits a bid to NEATO in response to a rebate solicitation and for which a contract is awarded by NEATO as a result of that bid.

“Non-contract infant formula” means all infant formula (including exempt infant formula) that is not covered by the infant formula contract awarded by NEATO.

“Exempt Formula” means an infant formula that meets the requirements for an exempt infant formula under section 412(h) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 350a(h)) and the regulations at 21 CFR parts 106 and 107.

“Emergency Period” means a period during which there exists: (1) a presidentially declared major disaster as defined under Section 102 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), (2) a presidentially declared emergency as defined under Section 102 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), (3) a public health emergency declared by the Secretary of Health and Human Services under Section 319 of the Public Health Service Act (42 U.S.C. 247d), (4) a renewal of such a public health emergency pursuant to Section 319. This aligns with the definition provided by the Access to Baby Formula Act of 2022 (P.L. 117-129) and does not include State-declared emergencies, disasters, or public health emergencies.

“Recall” means recall as defined in 21 CFR 7.3(g) or any successor regulation. Recalls may be conducted voluntarily by a manufacturer or may be required by FDA.

“Supply chain disruption” means a shortage of WIC supplemental foods that limits WIC participants' ability to reasonably purchase supplemental foods using WIC benefits within a State agency's jurisdiction, as determined, and declared by the Secretary for the purposes of WIC.

“Qualified administrative requirement” means (1) a statutory requirement under Section 17 of the Child Nutrition Act of 1966 (CNA; 42 U.S.C. 1786) or a regulatory requirement issued pursuant to this section.

NOW, THEREFORE, for and in consideration of mutual promises and covenants herein set forth, the parties agree as follows:

- 1.) **Restrictions to Manufacturer's Products** NEATO agrees to restrict all infant formula products issued to WIC participants to products manufactured by the MANUFACTURER unless otherwise indicated as outlined in 7 CFR § 246.10(d)(1)-(2), or if the MANUFACTURER is unable to make enough formula available for purchase by WIC vendors.

NEATO shall implement this restriction through the EBT system. All issued infant formula products are restricted to the Formula Category and separated into subcategories defined by each infant formula's unique Universal Product Code (UPC).

- 2.) **Manufacturer's Rebate** Subject to provisions below, the MANUFACTURER shall make available for purchase by all WIC vendors specified infant formula products in sufficient supply to serve one hundred (100) percent of NEATO's caseload and growth needs, and the MANUFACTURER shall reimburse NEATO for part of the price paid by NEATO to WIC vendors for purchase under the WIC Program of commercially sold infant formula in powder, liquid concentrate, and ready-to-feed forms in accordance with the terms and conditions of this AGREEMENT. The amount the MANUFACTURER shall reimburse NEATO, effective October 1, 2026 or implementation of the AGREEMENT, whichever is later, shall be determined as follows:

- a. The rebate amount per unit for the MANUFACTURER'S primary contract brand of infant formula (**Similac Advance**), beginning October 1, 2026 shall be:

1. \$ 4.600 per 13.0-ounce unit of iron-fortified liquid concentrate milk formula
(Representing a 98.081% percentage discount on liquid concentrate formulas)
2. \$ 17.840 per 12.4-ounce unit of iron-fortified powder milk formula
(Representing a 98.130% percentage discount on powdered formula)
3. \$ 1.000 per 32-ounce unit of iron-fortified liquid ready-to-feed milk formula
(Representing a 11.364% percentage discount on ready-to-feed formulas)

Such rebate shall be paid on any infant formula in the MANUFACTURER'S infant formula product line (with the exception of exempt infant formula) that NEATO chooses to approve for issuance under this AGREEMENT, in addition to the primary contract brand.

- b. A percentage discount shall be calculated for each physical form (powder, liquid concentrate, ready-to-feed) by dividing the rebate by the MANUFACTURER'S lowest national wholesale price per unit for a full truckload as of the date of the bid opening. These percentage discounts shall be used to determine the rebate for all other contract brand infant formulas approved for issuance by NEATO. Rebates shall be paid at the same percentage discount for the same physical form of formula being provided. The percentage discount must remain the same throughout the contract period except for adjustments to rebate amounts per Section 3, below.
- c. If the MANUFACTURER replaces the primary contract brand infant formula with a new product, the MANUFACTURER shall supply the replacement product(s) to NEATO at the same net cost per ounce for the alternative formula, which shall be considered the new primary contract brand infant formula. The MANUFACTURER shall notify NEATO per Section 13 below, not less than one hundred and twenty (120) days prior to any replacement of the primary contract brand subsequent to the signing of this AGREEMENT.
- d. Advance notification is required by the MANUFACTURER to NEATO, per Section 13 below, of at least ninety (90) days for any changes in labels, unit size, reformulation, reconstitution, UPC, and product discontinuation.
- e. The MANUFACTURER shall make new products, excluding exempt formulas, available for rebate under this AGREEMENT. However, NEATO is not obligated to negotiate or add products to the rebate list. If NEATO (or any individual state/tribe) does approve any such new or existing products for issuance during the term of this AGREEMENT, the MANUFACTURER shall pay a rebate that yields the same percentage discount as the corresponding physical form of formula. Any such rebate shall be calculated by multiplying the percentage discount by the lowest national wholesale price per unit for a full truckload of this new formula at the time the new formula is approved for issuance by NEATO or any state/tribe. The percentage discount must remain the same throughout the contract period except for adjustments to rebate amounts per Section 3, below.
- f. The MANUFACTURER cannot be required to provide gratis items, such as sample units of infant formula, and/or educational material, such as brochures and flyers.

3.) **Adjustment of Rebate Amount** National wholesale price level adjustments (increases or decreases) shall result in an automatic rebate adjustment on a cent-for-cent basis. The MANUFACTURER'S rebate amount (subject to the provisions of Section 2, above) shall be adjusted during the term of this AGREEMENT, between March 11, 2026, the bid opening date, and the ending date as stated in Section 10 of this AGREEMENT. For purposes of this Section 3, the national wholesale price shall be the lowest national wholesale price for a full truckload of infant formula. Any such adjustment to the MANUFACTURER'S rebate amount under this Section 3 shall be effective for formula benefits redeemed under this AGREEMENT, in accordance with state, tribe, and federal rules, on or after the first day of the month following such adjustment in the MANUFACTURER'S per-unit national wholesale price, or the first day of the term that this AGREEMENT is effective. Any adjustments in the national wholesale price subsequent to completion of the bid shall be reflected in a cent-for-cent adjustment. The MANUFACTURER shall notify NEATO, per Section 13 below, concurrently with its notification to any trade customers of such commercial wholesale price adjustment.

4.) **Performance Disruptions**

- a. Neither party in either NEATO (any state/tribe) or the MANUFACTURER shall be liable for delays or performance failures resulting from and caused by acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, acts of war, epidemics, communication line failures, power failures, shortage of supplies, earthquakes or other disasters or events, but in every case the delays must be beyond the control, and without the fault or negligence of, the non-performing party. Notwithstanding the foregoing, it is expected that the MANUFACTURER shall have a Redundancy Risk Management Plan (RRMP), as required by Section 424 of the Federal Food, Drug, and Cosmetic Act. Drawing upon the RRMP, the MANUFACTURER shall use all commercially reasonable efforts to prevent and/or minimize delays or performance failures. If the MANUFACTURER fails to deliver or make available the specific formula products as designated herein, then NEATO and/or the state/tribe may institute remedies per this Section 4, including, but not limited to, the usage of other formula products through the same or another and/or may cancel this AGREEMENT.
- b. Any increase in the projected level of formula type to be delivered into a disaster / emergency area shall not be cause for increased pricing by the MANUFACTURER. At the request of NEATO or any state/tribe, the MANUFACTURER shall work cooperatively with NEATO or any state/tribe to provide adequate formula supplies by type, form, container size, and UPC to retailers in the disaster/emergency area within a reasonable response time, given the severity of the situation.
- c. If there is a supply problem of a particular contract brand infant formula issued to NEATO WIC participants [i.e., the product is not available for order or has a factory back-order or delivery failure of three (3) days or more], that is not a direct impact of a recall, drawing upon the RRMP, to ensure the MANUFACTURER has made all commercially reasonable efforts to alleviate the shortage, NEATO shall first substitute alternate sizes, forms (i.e., powder, concentrate, ready-to-feed), or brands of the MANUFACTURER's formula to relieve any temporary supply problems, before resorting to the use of non-contract brand formula. Furthermore, if the MANUFACTURER can only supply one (1) form of formula (i.e., powder, concentrate, or ready-to-feed) to NEATO WIC participants, the MANUFACTURER must rebate the available formula form at the highest discount rate. For example, if the MANUFACTURER only has liquid concentrate available, and the rebate discount is higher for

powder, the MANUFACTURER would be obligated to provide the liquid concentrate at the powder percentage discount. If the MANUFACTURER cannot provide alternatives of its own formula, the MANUFACTURER shall rebate each NEATO state/tribe the current rebate amount for another company's/ies' comparable infant formula product (s) that is authorized by the Food and Drug Administration (FDA) or for which FDA is exercising enforcement discretion. All applicable Program requirements shall be followed, unless otherwise noted per Section 4.e below. If the supply problem includes the powdered form of the primary contract brand infant formula an action plan as described in section 4.d. below must be initiated. Otherwise, for the duration of the supply problem, the MANUFACTURER will provide updates (in a mutually agreed upon manner and timeframe) to NEATO of supply data of impacted and replacement formula (s), as well as the expected timeframe of availability of impacted formula (s) to retail and shall work with NEATO to assist with supply in problematic geographic areas deemed such by NEATO and/or any state/tribe.

- d. If the MANUFACTURER or FDA initiates a recall of any contracted product, NEATO will institute all applicable regulations as noted in 7 CFR § 246.16a(n) to protect against disruption in infant formula supply to NEATO WIC participants. The MANUFACTURER shall notify NEATO within 24 hours of any recall, market withdrawal, or safety alert involving contracted formula products, regardless of scope. The MANUFACTURER shall designate a Recall Liaison to coordinate directly with a designated NEATO Recall Liaison. The MANUFACTURER Recall Liaison and NEATO Recall Liaison must be available for real-time updates and decision-making throughout the recall period. Drawing upon the RRMP, the MANUFACTURER must provide NEATO with a written action plan within forty-eight (48) hours of initiation of said recall. The action plan must provide details on how the MANUFACTURER will mitigate disruption to NEATO WIC participants. At a minimum, this plan must include: a list of all formulas affected; actions being taken and expected timeframe to correct the problem(s) that initiated the recall; actions being taken for impacted formula and expected timeframe for resumption of production and availability of impacted formula at retail; list of formula substitutes for all impacted formulas (if produced by the MANUFACTURER), along with the current national wholesale price list, reconstitution amounts, and current availability status in stores within NEATO geographic areas; initial estimates of supply data of all impacted and replacement formula (if produced by the MANUFACTURER); and consumer instructions. NEATO shall first substitute alternate sizes, forms (i.e., powder, concentrate, ready-to-feed), and/or brands of the MANUFACTURER's formula. If this is not possible, the MANUFACTURER shall rebate each NEATO state/tribe the current rebate amount for another company's (ies') comparable infant formula product that meets the definition of infant formula at 7 CFR § 246.2 or for which FDA is exercising enforcement discretion. Per 7 CFR § 246.16a(n)(1), the unit sizes issued may exceed the maximum monthly allowance, priority will be placed on sizes that most closely provide the maximum monthly allowance. Medical documentation regulations will be followed as noted in 7 CFR § 246.16a(n)(2). For the duration of the recall, the MANUFACTURER will provide weekly updates of supply data via e-mail which may include internal warehouse stock levels and distribution timelines (the contents and frequency can be mutually determined depending on the scope of the recall), meet with NEATO via teleconference upon request, and work with NEATO to communicate with their distribution networks to assist in supply chain kinks where needed to respond to participant needs in problematic geographical areas.
- e. During any emergency period, recall, or supply chain disruption, as per Section 17(r)-(s) of the Child Nutrition Act of 1966 (42 U.S.C. 786) NEATO will implement waiver(s) in accordance

with 7 CFR § 246.29, at its sole discretion. NEATO will inform the MANUFACTURER of any waiver(s) impacting this AGREEMENT and the timeframe of said waiver(s).

5.) **Invoicing, Billing, and Remitting**

- a. Each NEATO state/tribe shall prepare a monthly invoice for the MANUFACTURER'S rebate payment; the invoice shall contain the methodology and data used to calculate the monthly rebate payment. The invoices shall be submitted electronically to the MANUFACTURER by each NEATO state/ tribe.
- b. The number of units for each physical form, type, and size of infant formula product included in this AGREEMENT and issued on EBT cards and redeemed by WIC participants shall be calculated monthly using the eWIC billing method.
- c. The eWIC billing method is based on the actual total number of formula units redeemed. For each issued and redeemed formula eligible for rebate, the state/ tribe shall identify the number of units by type, size, and form that were redeemed in the appropriate billing month. The eWIC transactions included in the billing month are based on the date purchases were made, also known as the Redeemed Date. Adjustments are made for any voided units in the billing month. The redeemed quantities are multiplied by the rebate rates in effect when the eligible formula was redeemed. Monthly supporting data will be provided that shows the infant formula eligible for rebate, which has been redeemed, for a given date range, by each formula type (category/subcategory).

For **Cherokee Nation**, this report will include the Issue Month, Redeemed Month, Formula Description (Product Name), UPC Category and Subcategory, Total Units Redeemed and Rebate per Unit.

For **Connecticut**, this report will include the Redemption Month, Product Name, Type/Form, UPC Code, UPC Cat Code, UPC Subcat Code, Number of Units to be Billed, Rebate Per Unit, and Amount to be Billed.

For **Maine**, this report will include the Product Description, Product ID (the internal MIS product number), First Use Date, Redeemed Date, Redeemed Dollar Amount, Redeemed Quantity, Vendor Number, and Peer Group.

For **Massachusetts**, this report will include the WIC Host Generated Trace Number (a unique Transaction number), the Subcategory Product Name (item description), First Use Date, Redeemed Date, Redeemed Amount, and Redeemed Quantity.

For **New Hampshire**, this report will include the period covered, payment due date, contract number, rebate summary for report month and grand total remittance due. The invoice is broken down into two parts, the Summary of Month Issued and the Summary of Totals for Paid Month. The Summary of Month Issued includes the size and type of formula, units issued, units redeemed, rebate per unit, and the total rebate by formula. A subtotal for all formulas during each month issued follows each section. The Summary of Totals for Paid Month combines the totals by formula type for each month of issuance. This section also includes a subtotal for all formulas listed above.

For **Rhode Island**, this report will include the Period Covered, Product, Issue Month, Peer Group, Food Distribution Item, Product Average Price, Dollars Redeemed, Calculated Units Purchased, Rebate Per Unit Amount, Rebate Dollars, and Total Supplier Rebate Due.

For **Vermont**, this report will include the Redemption Month, UPC Description, Subcategory Product Name, Redeemed Quantity, Rebate Amount, Invoice Amount, and Total Infants Served During Redemption Month.

- d. Each NEATO state/tribe will submit its monthly invoice by mid-month. The MANUFACTURER shall transmit reimbursement of the MANUFACTURER'S monthly rebate payment as indicated on the state/ tribe's invoice within thirty (30) days of receipt of the invoice, or the following business day if the thirtieth day falls on a Sunday or banking holiday. If payment is not received by each NEATO state/ tribe within this timeframe, the MANUFACTURER shall pay the state/tribe, in addition to the amount due, interest at a rate of three-quarters of one percent (.75%) per month or portion thereof, on the unpaid balance from the expiration of such thirty (30) days period until such time as payment is received.
- e. The MANUFACTURER shall make such rebate payment by check, wire transfer, or electronic funds transfer, payable to each NEATO state/tribe, at the determination and request of each state/ tribe, as follows:

Cherokee Nation (Wire Transfer)
 Treasurer, State of Connecticut (EFT)
 Treasurer, State of Maine (Check)
 Commonwealth of Massachusetts, Department of Public Health (Wire Transfer)
 Treasurer, State of New Hampshire (Wire Transfer)
 General Treasurer, State of Rhode Island (Wire Transfer)
 Vermont (Wire Transfer)

6.) **Rebate Invoicing Delays**

- a. In the event that any NEATO state/tribe experiences a delay in obtaining the data described in Section 5, and is unable to calculate the monthly rebate invoice, the MANUFACTURER shall issue reimbursement in an estimated amount to equal the lower amount of the two (2) most recent months for which data is available. Upon request by the MANUFACTURER, the state/tribe will provide any current data it has available to substantiate the estimated amount in writing within one (1) week of any written request.
- b. When the data for any month for which an estimated rebate invoice was billed becomes available, the NEATO state/tribe shall invoice the MANUFACTURER for any difference due or shall deduct from its next invoice any amount of overpayment or shall reimburse the MANUFACTURER for any overpayment if there are not further invoices due to equal the amount of overpayment, at the discretion of the NEATO state/tribe.

7.) **Disputes and Dispute Resolution**

- a. The MANUFACTURER shall provide written notice to the individual NEATO state/tribe of any dispute regarding a rebate invoice within ninety (90) days of receipt of the invoice. If

the MANUFACTURER misses the deadline, any requirement to return funds to the MANUFACTURER as a result of a dispute is waived. All disputes must be resolved by closeout of the federal fiscal year during which the dispute occurred. The process for such dispute resolution shall be determined by each respective NEATO state/tribe as may be noted in the applicable Appendix provided in Section 17 of this AGREEMENT.

- b. The MANUFACTURER may not withhold any rebate payment or interest to a state/tribe.
 - c. If a dispute is resolved in favor of the MANUFACTURER and it is determined that, in addition to payment of the full amount of the invoice, the MANUFACTURER had paid interest at the rate of three-quarters of one percent (.75%) per month, reimbursement or adjustment shall include interest payments on that portion of the disputed amount found to have been incorrectly charged to the MANUFACTURER. No reimbursement or adjustment shall be made for the portion of interest paid on that part of the disputed amount found to have been correctly charged to the MANUFACTURER.
 - d. Any reimbursement owed to the MANUFACTURER due to overpayment of a rebate amount and/or interest payment, if any, or other adjustment, shall, at the option of the state/tribe, be either deducted from the next rebate invoice or paid promptly through direct payment.
- 8.) NEATO is entitled to a rebate payment for all units of contract infant formula issued with a “first valid date of use” during the term of this AGREEMENT, to WIC participants for infant formula products manufactured by the MANUFACTURER during the term of this AGREEMENT, and redeemed according to state, tribe, and federal rules, regardless of the expiration and/or termination date of this AGREEMENT.
- 9.) NEATO, at its sole discretion, will implement waivers issued by USDA to support outreach, innovation, and modernization. NEATO will inform the MANUFACTURER of any waiver impacting this AGREEMENT.

10.) **Term of Agreement and Extension of Agreement**

- a. This AGREEMENT shall be **effective on October 1, 2026 and shall remain in effect until September 30, 2029** unless terminated sooner or extended in accordance with the terms in this Section.
- b. This AGREEMENT may be extended by NEATO for one (1), two (2) year period, or any portion thereof, under the same terms, conditions and rebate structure of the Agreement, including any options to renew or extend. Notice of such intention to extend must be provided in writing by the NEATO Representative to the MANUFACTURER by January 31, 2029. NEATO reserves the unilateral right to order changes and/or to delay initiation of the AGREEMENT if NEATO deems necessary in its sole discretion and if such changes or delays do not materially alter the scope of the AGREEMENT. When a public exigency is determined to exist by NEATO or any state/tribe under this AGREEMENT, which exigent situation necessitates continuation of the AGREEMENT, this AGREEMENT shall be continued for successive one (1) month periods, not to exceed three (3) periods, under the same terms, conditions and rebate structure. Notice of such intention to extend must be

provided in writing by the NEATO Representative to the MANUFACTURER thirty (30) days prior to exercising this option.

11.) **Cancellation of Agreement by Manufacturer**

- a. The MANUFACTURER may cancel the AGREEMENT with any NEATO state/ tribe in material breach of the AGREEMENT or with NEATO with cause for breach, as defined in Section 11.c. below, upon three hundred and sixty-five (365) days advance written notification to any affected NEATO state/tribe. Any such cancellation may take effect only on the last day of a calendar month.
- b. In the event of cancellation by any NEATO state/tribe under Section 12 below, the MANUFACTURER shall have the option to continue the AGREEMENT for the specified term with the remaining states/tribe or to cancel the AGREEMENT with NEATO, upon providing three hundred and sixty-five (365) days advance written notice.
- c. For the purposes of this AGREEMENT, “breach” shall be defined as a party’s **substantial** failure to carry out one or more of the provisions, responsibilities, duties or obligations of the AGREEMENT.

12.) **Cancellation of Agreement by NEATO** This AGREEMENT may be canceled by NEATO or any state/tribe at any time, with or without cause; upon two hundred and ten (210) days advance written notice to the MANUFACTURER. Cancellation under this section by any state/tribe shall apply only to the individual state/tribe and shall not apply to any other state/tribe.

13.) **Correspondence among Parties** Email and phone contact, by either party, for routine business is permissible. A list of contacts will be shared with the MANUFACTURER prior to the start of the AGREEMENT and shall be updated throughout the life of the AGREEMENT as needed. The MANUFACTURER shall only address correspondence to each state/tribe designee (s), or their successor (s).

14.) **Amendment to Agreement**

- a. All amendments to this AGREEMENT shall be in writing and signed in accordance to Section 25.b.
- b. Amendments that affect NEATO shall be executed by the same parties who executed the original AGREEMENT, or their successors in office.
- c. Any amendment to state/ tribe-specific clauses shall apply only to the respective state/tribe and shall be executed by the MANUFACTURER and the affected state/tribe.
- d. In the event of any change to applicable federal law, regulation, or interpretation thereof by any court of law or governing body, that affects any term in this AGREEMENT, the parties agree to amend the AGREEMENT to comply with the law.

15.) **No Assignment or Transfer or Subcontracts** The MANUFACTURER shall neither assign nor transfer any rights or obligations under this AGREEMENT without the prior written consent of

NEATO. The MANUFACTURER shall not enter into any subcontracts for its performance of this AGREEMENT without express written approval of NEATO.

16.) Indemnification

- a. To the maximum extent permitted by law, the MANUFACTURER shall indemnify, defend, and hold harmless NEATO, as well as all of the individual officers, agents, and employees of every participating NEATO state/tribe, for, from, and against any and all claims, losses, and expenses, including attorney fees, judgments and or suits arising from, alleged to arise from, accruing, or resulting from bodily injury, property damage, and all claims of personal injury allegedly caused by or alleged to be caused by the consumption, purchase, and use of the MANUFACTURER'S formula furnished pursuant to this AGREEMENT, and all claims arising out of this AGREEMENT, except those claims, losses or suits arising solely from the negligence by NEATO, its officers, agents and employees or if applicable, subcontractors under this AGREEMENT. This provision shall survive the termination of the AGREEMENT.
- b. NEATO shall provide the MANUFACTURER with prompt written notice of each claim or suit and full right and opportunity to conduct the defense of NEATO members of such claims or suits thereof, with counsel reasonably acceptable to NEATO, together with full information and all reasonable cooperation, except the MANUFACTURER need not assume the defense of any claims in which the NEATO state/tribe was negligent. Each NEATO state/tribe shall have full authority to conduct their own respective defense, negotiations, and settlements and in such event, such NEATO state/tribe shall assume the costs thereof.

17.) Execution of Agreement; Applicable Laws; Conflict of Terms

- a. This AGREEMENT shall be deemed to have been executed and entered into separately in the Cherokee Nation, the States of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont, and shall be construed, performed, and enforced in all respects in the respective jurisdictions in accordance with the respective laws of the Cherokee Nation, the States of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont.
- b. In the Cherokee Nation, Cherokee Nation law shall apply.
- c. In Connecticut, Connecticut law shall apply.
- d. In Maine, Maine law shall apply.
- e. In Massachusetts, Massachusetts law shall apply.
- f. In New Hampshire, New Hampshire law shall apply.
- g. In Rhode Island, Rhode Island law shall apply.
- h. In Vermont, Vermont law shall apply.

- i. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this AGREEMENT.
- j. In the event of a conflict between the terms of this AGREEMENT and the terms of the state/tribe-specific clauses in the Appendices, the Appendices applicable to the respective state/tribe shall control.

18.) **Appendices**

- a. **Appendix A**, comprises the **federal requirements** for Infant Formula Rebate Agreements and is incorporated herein by reference.
- b. **Appendix B**, standard clauses for the **Cherokee Nation** contracts, is attached hereto and is hereby made part of this AGREEMENT as is set forth fully herein in reference to the AGREEMENT between the MANUFACTURER and the Cherokee Nation.
- c. **Appendix C**, standard clauses for **Connecticut** contracts, is attached hereto and is hereby made a part of this AGREEMENT as is set forth fully herein in reference to the AGREEMENT between the MANUFACTURER and Connecticut.
- d. **Appendix D**, standard clauses for **Maine** contracts, is attached hereto and is hereby made a part of this AGREEMENT as is set forth fully herein in reference to the AGREEMENT between the MANUFACTURER and Maine.
- e. **Appendix E**, standard clauses for **Massachusetts** contracts, is attached hereto and is hereby made a part of this AGREEMENT as is set forth fully herein in reference to the AGREEMENT between the MANUFACTURER and Massachusetts.
- f. **Appendix F**, standard clauses for **New Hampshire** contracts, is attached hereto and is hereby made a part of this AGREEMENT as is set forth fully herein in reference to the AGREEMENT between the MANUFACTURER and New Hampshire.
- g. **Appendix G**, standard clauses for **Rhode Island** contracts, is attached hereto and is hereby made a part of this AGREEMENT as is set forth fully herein in reference to the AGREEMENT between the MANUFACTURER and Rhode Island.
- h. **Appendix H**, standard clauses for **Vermont** contracts, is attached hereto and is hereby made a part of this AGREEMENT as is set forth fully herein in reference to the AGREEMENT between the MANUFACTURER and Vermont.

19.) **Audit**

- a. Each NEATO state/tribe will allow the MANUFACTURER to audit such records or documents necessary to verify the accuracy of monthly invoices during normal business hours subject to time, place and manner requirements established by the state/tribe. Any claim alleged to arise from such an audit shall not be based on statistical inference. In the event that a claim submitted by the MANUFACTURER for billing errors is disputed by a state/tribe, the MANUFACTURER and the state/tribe shall agree upon an independent

auditor to review the claim and determine its validity. The MANUFACTURER shall be solely responsible for costs associated with any audit or claim.

- b. Due to confidentiality requirements of state, tribe and federal law, the MANUFACTURER shall not have access to actual or archived documents or other confidential records that identify WIC applicants, participants, and/or household members in any way in accordance with 7 CFR §246.26(d)(1)(i-ii). Also due to confidentiality requirements, the MANUFACTURER shall not have access to any information about a vendor that individually identifies the vendor, except for the vendor's name, address, phone number, website, email, store type, and authorization status per 7 CFR § 246.26(e).
 - c. For records audited for any fiscal year, the MANUFACTURER shall provide the state/tribe a complete report and any management letter related to any audit within one hundred and twenty (120) days following the end of a fiscal year.
 - d. The MANUFACTURER shall provide the state/tribe with its audit standards, guides and audit plan for conducting the audit thirty (30) days prior to conducting the audit.
- 20.) **Costs for Special Reports** Should the MANUFACTURER request any special reports, data or information from any NEATO state/tribe, beyond that provided in the monthly invoice or as described below in Section 21, the state/tribe reserves the right to charge the MANUFACTURER for all costs associated with providing such special reports, data or information. Any charges shall be agreed upon in writing by the state/tribe and the MANUFACTURER prior to the execution of the requests for such reports.
- 21.) **Supporting Data** Each NEATO state/tribe shall provide the MANUFACTURER with a monthly report specifying the number of units of infant formula issued and redeemed during the month, as well as mutually agreed upon supporting documentation to verify the accuracy of the monthly invoice. Only those records which are directly related to monthly billing and which are for current federal fiscal year at the time of the request shall be provided; participant and vendor confidentiality must be maintained per Section 19.b. If requested, NEATO shall supply the MANUFACTURER with a list of approved vendors.
- 22.) **Maintenance of Books and Records** In addition to the provisions of any NEATO state/tribe's individual, specific or particular requirements, the MANUFACTURER shall maintain all books and records pertaining to performance under this AGREEMENT until final audit of state/tribe records of the funding of this AGREEMENT, or until such time as federal provisions permit the records to be discarded.
- 23.) **Review of Progress and Performance** Any state/tribe and the MANUFACTURER shall meet, as requested by either party, to review progress and performance of the AGREEMENT; this may include any concerns regarding billing procedures.
- 24.) **Use Of WIC Acronym and Logo** the MANUFACTURER acknowledges that the WIC Acronym and the WIC Logo are service marks owned by the Department of Agriculture (USDA), and that all rights therein and goodwill pertaining thereto belong exclusively to USDA.

The MANUFACTURER shall not use these service marks in any manner on its goods or their containers or packaging or on tags or labels affixed thereto. The MANUFACTURER also shall not use the WIC Logo in advertising or other promotional materials (collectively: “advertising”).

The MANUFACTURER shall not use the WIC Acronym in advertising in any manner that is likely to cause confusion, mistake, or deception as to the affiliation, connection, or association of the MANUFACTURER with the WIC program, or as to the sponsorship or approval of the MANUFACTURER’S goods, services, advertising, or commercial activities, including nutritional message(s), by the WIC Program, USDA, or the State agency.

The MANUFACTURER shall include the following statement with any use of the WIC Acronym in advertising: “WIC is a registered service mark of the U.S. Department of Agriculture for USDA’s Special Supplemental Nutrition Program for Women, Infants, and Children.”

25.) **Execution and Counterparts**

- a. The Commonwealth of Massachusetts shall assume responsibility for the limited purpose of preparing this AGREEMENT for execution by signature of each party.
- b. This AGREEMENT, and any amendment, may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same AGREEMENT. For the purposes of execution, a signed copy, including a PDF scan of an electronic or wet signature, of this AGREEMENT delivered by e-mail or US Mail to the Massachusetts contact listed below and shall be deemed to have the same legal effect as delivery of an original signed copy of this AGREEMENT.
- c. The Massachusetts contact for this limited purpose shall be:

Beth Wilson-Lampro
Massachusetts Department of Public Health
WIC Nutrition Program, 6th floor
250 Washington Street
Boston, MA 02108
Beth.wilson@mass.gov

- d. The Commonwealth of Massachusetts shall distribute by e-mail one (1) complete AGREEMENT containing all provisions and appendices to each party.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed intending to be bound thereby (signature pages follow with a single party on each respective page):

[Remainder of this page is intentionally left blank]

CHEROKEE NATION

BY: Cherokee Nation

Chuck Hoskin Jr., Principal Chief

[Remainder of this page is intentionally left blank]

CONNECTICUT

BY: Connecticut Department of Public Health

Nicholas Jakubowski, Chief of Operations and Support
Services

[Remainder of this page is intentionally left blank]

MAINE

BY: Maine Department of Health and Human Services

Todd Haber, Deputy Commissioner

[Remainder of this page is intentionally left blank]

MASSACHUSETTS

BY: Massachusetts Department of Public Health

Eileen Sullivan, Chief Operating Officer

[Remainder of this page is intentionally left blank]

NEW HAMPSHIRE

**BY: New Hampshire Department of Health & Human
Services**

DocuSigned by:

Iain Watt

D778BB63F9704C7...
Iain Watt, Director, Division of Public Health Services

[Remainder of this page is intentionally left blank]

RHODE ISLAND

BY: Rhode Island Department of Health

Dr. Jerome Larkin, MD, Director of Health

[Remainder of this page is intentionally left blank]

VERMONT

**BY: Vermont Department of Buildings and General
Services**

Wanda Minoli, Commissioner

[Remainder of this page is intentionally left blank]

MANUFACTURER

BY: ABBOTT LABORATORIES INC.

Kori Stenzel
Kori Stenzel, Sr. Manager, WIC Contracts

STATE OF: Ohio

COUNTY OF: Franklin

The foregoing instrument was acknowledged before me this 21 day of May, 2026 by
Kori Stenzel.

Pamela S. Riggs
Notary Public/Justice of the Peace



PAMELA S RIGGS
Notary Public, State of Ohio
My Commission Expires
October 4, 2029

NEW ENGLAND AND TRIBAL ORGANIZATIONS (NEATO)
WIC RETAIL INFANT FORMULA REBATE AGREEMENT

Agreement Appendices A through H

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**NEW ENGLAND AND TRIBAL ORGANIZATIONS (NEATO)
WIC RETAIL INFANT FORMULA REBATE AGREEMENT**

**Agreement Appendix A
Federal Regulations**

7 CFR Subtitle B Chapter II Subchapter A Part §246

Be advised: the electronic version of the regulations can be accessed online:
<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-246#part-246>

NEW ENGLAND AND TRIBAL ORGANIZATIONS (NEATO)
WIC RETAIL INFANT FORMULA REBATE AGREEMENT

Agreement Appendix B
Standard Contract Clause

Cherokee Nation

CHEROKEE NATION

Standard Clauses

DRUG FREE and TOBACCO FREE WORKPLACE:

- a. Any Contractor performing work for the Cherokee Nation agrees to publish a statement notifying all employees, subcontractors, and other workers that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONTRACTOR'S workplace and specifying the actions that will be taken against violators of such prohibition.
- b. The NATION will consider lack of enforcement or lax enforcement of the statement by the CONTRACTOR a default of the contract.
- c. The CONTRACTOR further agrees to provide all persons engaged in performance of the contract with a copy of the statement.
- d. A copy of the CONTRACTOR'S Drug Free Workplace statement shall be included with any bid submitted or the CONTRACTOR will be deemed to accept and agree to use the statement provided by the NATION.
- e. The CONTRACTOR understands and recognizes that all Cherokee Nation buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the NATION to be a tobacco free workplace. The CONTRACTOR will ensure all employees, subcontractors, and other workers will abide by this policy.

ASSIGNMENT OR NON-ASSIGNMENT PROVISION:

The NATION and the CONTRACTOR hereby agree the services specified in this Agreement may not be delegated or assigned without the prior written approval of the NATION.

TERMINATION OR CANCELLATION:

This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice by certified letter. In the event this Agreement is terminated or canceled by either party, the NATION shall compensate the CONTRACTOR only for services provided up to the point of termination or cancellation.

STATUS OF THE PARTIES:

The parties hereto stipulate and agree the CONTRACTOR is an independent contractor, and the NATION is interested only in the results of the CONTRACTOR'S services and shall not control the means and methods by which the CONTRACTOR'S services are rendered. The CONTRACTOR is not eligible for Federal, Social Security, State Workers' Compensation, or Unemployment Insurance Benefits from the NATION by virtue of payment received and shall be responsible for all Federal and State taxes related to payments received from the NATION under this Agreement.

HOLD HARMLESS:

The parties agree to hold each other and their respective employees, agents, and/or representatives harmless from all claims and/or liability by a third party for damages or injury to persons or property by the other party, including without limitation the generality of the foregoing, claims for which either party may be, or claim to be, or may be claimed by a third party to be liable, and legal fees and disbursements paid or incurred to enforce the provisions of this agreement. This provision shall continue in force and effect, notwithstanding the termination of the agreement. Nothing herein shall constitute a waiver of our sovereign immunity.

DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:

The CONTRACTOR certifies to the best of its knowledge and belief that neither the CONTRACTOR, nor any of its principals, are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal, State, local, or Tribal agency. The CONTRACTOR also certifies to the best of its knowledge and belief that it has not, within a three-year-period preceding this Agreement, been convicted of or had a civil judgment rendered against it for: commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, local, or Tribal) contract or subcontract; violation of federal or state antitrust statutes relating to submission of offers or commissions or embezzlement, theft, forgery, bribery, falsifications or destruction of records, and/or making false statements; and is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision. The CONTRACTOR certifies it has not within a three-year period preceding this Agreement, had one or more contracts terminated for default by a Federal, State, local, or Tribal agency.

GOVERNING LAWS AND CONFLICT OF LAW:

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the United States and where applicable, the laws of the Cherokee Nation. If it should appear that any of the Agreement terms are in conflict with any rule of law or statutory provision of the United States, or where applicable, with any rule of law or statutory provision of the Cherokee Nation, such conflicting term(s) shall be deemed inoperative and null and void insofar as it may be in conflict with such rule of law or statutory provision, and shall be deemed modified to conform to such rule of law or statutory provision. However, such conflict shall not operate to nullify or void the entire Agreement.

TERO:

The Cherokee Nation shall to the greatest extent feasible give preference in the award of contracts to Indian organizations and Indian-owned economic enterprises. All contracting is required to comply with procedures for selection of Contractors and Sub-contractors as set forth in legislation pertaining to preference to Indians in the awarding of contracts, Section 7(b) of the Indian Self-Determination Act if applicable, as well as the Cherokee Nation Acquisition Management Policies and Procedures. The successful Contractor will insert this clause in every subcontract in connection with the project.

INTEGRATION AND WAIVER:

This Agreement contains the complete expression of the parties' agreement with respect to the subject matter hereof, and shall bind the parties, their successors and assigns. There are no previous or contemporary understandings, representations, or warranties not set forth herein. No subsequent amendment or modification of this Agreement shall be of any force or effect unless in writing and signed by the parties to be bound thereby. No provision of this Agreement shall be considered waived by the NATION unless such waiver is in writing and signed by the NATION. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the provisions of this Agreement unless expressly stipulated in such waiver. The parties' further state to the best of their knowledge, no employee of the NATION who exercises any functions or responsibilities in connection with the performance hereunder has any personal interest, direct or indirect, in this Agreement. This Agreement shall supersede any and all written or oral statements, agreements, and/or representations of the parties made prior to or contemporaneously with the execution hereof. The parties agree their respective performances hereunder shall be governed by an obligation of good faith.

AVAILABILITY OF FUNDS:

The NATION'S obligation for payment under this Agreement is contingent upon the availability of appropriated funds from which payment for services can be made. Funds are available for performance under this Agreement when appropriated or authorized by the Tribal Council of the Cherokee Nation. No legal liability on the part of the NATION for any payment may arise hereunder until funds are made available by the designated officer of the NATION for performance and until the CONTRACTOR receives notice of availability from the NATION'S designated officer through issuance of a purchase order.

PROMPT PAYMENT:

The CONTRACTOR certifies that all sums due to any suppliers have been paid or will be paid within ten (10) days of receipt of any money received from the Cherokee Nation under this Agreement.

CONFIDENTIALITY:

The NATION represents that it is a covered entity (CE) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). It is understood that any patient and/or participant information provided hereunder is subject to HIPAA concerning the privacy and confidentiality of patient and/or participant information and records and embodies certain proprietary information and is considered confidential. Any information acquired at the site or otherwise relating to processes belonging to either party and incorporated into the work shall be kept confidential. Both parties agree not to use in any unauthorized manner or communicate to others any such confidential items without the prior written consent of the patient and/or participant will undertake such measures as are necessary to require their respective employees, agents, representatives, and/or subcontractors to maintain complete confidentiality.

NEW ENGLAND AND TRIBAL ORGANIZATIONS (NEATO)

WIC RETAIL INFANT FORMULA REBATE AGREEMENT

**Agreement Appendix C
Standard Contract Clause**

Connecticut

The following terms and conditions may not apply to the extent there are no goods or services purchased or exchanged and no payments will be made to Contractor by the state of Connecticut

PART II. TERMS AND CONDITIONS

Section B. Client Related Safeguards, Subsection 3. Background Checks

Section C. Contractor Obligations, Subsection 4. Federal Funds

Section C. Contractor Obligations, Section 6. Related Party Transactions

Section C. Contractor Obligations, Subsection 17. Reports

Section C. Contractor Obligations, Subsection 18. Delinquent Reports

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Section E. Statutory and Regulatory Compliance, Subsection 1. Health Insurance Portability Act

Section E. Statutory and Regulatory Compliance, Subsection 13. State Business Related Call Center and Customer Service

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PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

A. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

1. **"Artificial Intelligence"** has the same meaning as provided in Conn. Gen. Stat. § 4a-2e, as may be amended.
2. **"Bid"** shall mean a bid submitted in response to a solicitation.
3. **"Breach"** shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
4. **"Cancellation"** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
5. **"Claims"** shall mean 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.
6. **"Client"** shall mean a recipient of the Contractor's Services.
7. **"Client Agency"** shall mean the agency of the State of Connecticut that is entering into this Contract.
8. **"Contract"** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
9. **"Contractor Intellectual Property"** Contractor's materials, including proprietary algorithms, code or data and other intellectual property (1) in existence prior to this Contract, (2) created, developed or acquired during the Term but not exclusively for the State, or (3) identified as Contractor Intellectual Property in the applicable Statement of Work; or (4) otherwise developed or acquired independent of this Contract and employed by the Contractor in connection with the Deliverables.
10. **"Contractor Parties"** shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
11. **"Data"** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
12. **"Expiration"** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.
13. **"Force Majeure"** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate

permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

14. **"Confidential Information" (formerly "Personal Information")** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information regarding clients that the Agency classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
15. **"Confidential Information Breach" (formerly "Personal Information Breach")** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the State.
16. **"Records"** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.
17. **"Services"** shall mean the performance of Services as stated in Part I of this Contract.
18. **"State"** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
19. **"Term"** shall mean the contract term as stated in Part I.
20. **"Termination"** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Client-Related Safeguards.

1. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
2. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103 through 17a-103e, inclusive, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).

3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. Contractor Obligations.

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM the Web at <https://portal.ct.gov/opm/fin-pos/standards/pos-cost-standards>.
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the [insert Agency name] or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:
 - (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
 - (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

THIS PROVISION SHALL CONTINUE TO BE BINDING UPON THE CONTRACTOR FOR ONE HUNDRED AND EIGHTY (180) DAYS FOLLOWING THE TERMINATION OR CANCELLATION OF THE CONTRACT.

4. **Federal Funds.**

- (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
- (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act ("DRA") of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall

require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.

- (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation:
 - (1) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or
 - (2) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General ("HHS/OIG") Excluded Parties list and the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

5. Audit and Inspection of Plant, 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, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of:

- (1) final payment under this Contract,
- (2) the expiration or earlier termination of this Contract, 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 must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

6. Related Party Transactions. The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

- (a) Real estate sales or leases;
- (b) Leases for equipment, vehicles or household furnishings;
- (c) Mortgages, loans and working capital loans; and
- (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

7. Suspension or Debarment. In addition to the representations and requirements set forth in Section C.4:

- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
 - (4) have not within a three-year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
- (b) Any change in the above status shall be immediately reported to the Agency.

- 8. Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
- 9. Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
- 10. Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
- 11. Indemnification.**
 - (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
 - (1) third party Claims arising, directly or indirectly, in connection with the Contract; and
 - (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning
 - i. the confidentiality of any part of or all of the Contractor's bid or proposal, and
 - ii. Records, intellectual property rights that may be included in the deliverables or performance, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, trade secrets, trademarks, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
 - (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
 - (d) The Contractor shall carry and maintain at all times during the Term of the Contract, and during the time that any provisions survive the Term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide

- (1) a certificate of insurance,
 - (2) the declaration page and
 - (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (e) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

12. Insurance. Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:

- (a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
- (b) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
- (c) Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
- (d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

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

14. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.

- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent

jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor 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. Compliance with Law and Policy, Facility Standards and Licensing. Contractor shall comply with all:

- (a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
- (b) Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

16. Representations and Warranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
- (c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

17. Reports. The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.

18. Delinquent Reports. The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.

19. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data – security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

20. Workforce Analysis. The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.

21. Litigation.

- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
- (b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

D. Changes to the Contract, Termination, Cancellation and Expiration.

1. Contract Amendment.

- (a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the Term of this Contract, then the Term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the Term of the contract shall be in accord with the provisions of the approved amendment.
- (b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.
- (c) The Agency may amend this Contract to reduce the contracted amount of compensation if:
 - (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
 - (2) federal funding reduction results in reallocation of funds within the Agency.
- (d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
 - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;

- (2) no later than ten (10) days from the effective date of any change in:
 - i. its certificate of incorporation or other organizational document;
 - ii. more than a controlling interest in the ownership of the Contractor; or
 - iii. the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
 - (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.
 - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The 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 Contract cancellation 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 cancellation date, no further action shall be required of any party to affect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty-four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:

- (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;
 - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
 - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.
- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.

4. Non-enforcement Not to Constitute Waiver. No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

5. Suspension. If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.

6. Ending the Contractual Relationship.

- (a) This Contract shall remain in full force and effect for the duration of its entire Term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
- (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
- (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.13, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its Term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract Term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the Term, but only until the transfer and winding down are complete.

- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

E. Statutory and Regulatory Compliance.

Note: The following provisions in this section do not apply if the Contractor is a municipality, political subdivision of the State, or a quasi-public agency: 3, 7, 9, 10, and 11.

- 1. Health Insurance Portability and Accountability Act of 1996.** Notwithstanding the language in Part II, Section E.1(c) of this Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.

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

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").
- (f) Definitions
 - (1) "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
 - (2) "Business Associate" shall mean the Contractor.

- (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.
- (g) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

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

- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate
 - i. restrict disclosures of PHI;
 - ii. provide an accounting of disclosures of the Individual's PHI;
 - iii. provide a copy of the Individual's PHI in an electronic health record; or
 - iv. amend PHI in the Individual's designated record set
- (15) The Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.
- (16) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
 - i. the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
 - ii. the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (17) Obligations in the Event of a Breach.
 - i. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - ii. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - iii. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - (a) A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.

- (b) 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).
 - (c) The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 - (d) A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - (e) Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
 - iv. If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
 - v. If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
 - vi. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
 - vii. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications' requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (h) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions

- i. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - ii. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - iii. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (i) Obligations of Covered Entity.
 - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (k) Term and Termination.
 - (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
- ii. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
- iii. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

- i. Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(l) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate

for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the Term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. **Non-discrimination.** The Contractor will not discriminate or permit discrimination against any person or group of persons pursuant to Conn. Gen. Stat. § 4a-60.
4. **Freedom of Information.**
 - (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
 - (b) Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.
5. **Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of

the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

6. Executive Orders and Other Enactments.

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to 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 any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

7. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more in a calendar year, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's ("SEEC") notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. [Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations.](#)"

8. Summary of 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 Contract as if the summary had been fully set forth in this Contract;
- (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law;
- (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law;

- (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and
- (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

9. Large State Contract Representation for Contractor. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (a) That no gifts were made by:
 - (1) the Contractor,
 - (2) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or
 - (3) 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;
- (b) 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
- (c) That the Contractor submitted bids or proposals without fraud or collusion with any person.

10. 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 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.

11. 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 shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of

California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

- 12. Access to Data for State Auditors.** The Contractor shall provide to OPM access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and OPM that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.
- 13. State Business-Related Call Center and Customer Service Work.** Pursuant to subsection (h) of section 31-57aa of the Connecticut General Statutes, Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.
- 14. Consumer Data Privacy and Online Monitoring.** Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.
- 15. Artificial Intelligence.**
 - (a) During the Term, Contractor shall respond to Client Agency and the State of Connecticut Department of Administrative Services ("DAS") information requests, no later than fifteen (15) Business Days from the date the Contractor receives a request, regarding (i) the use of Artificial Intelligence in any Services or performance of the Services by providing the data sets being collected and algorithms being used by the Contractor relating to such use, and (ii) the ongoing monitoring, assessment protocol and tools used by Contractor relating to the Artificial Intelligence used in any Services or performance of the Services. Contractor's response and data shall be delivered in a format acceptable to the Client Agency or DAS, as applicable.
 - (b) If during the Term Contractor introduces Artificial Intelligence functionality into the performance or any portion of the Services that was not originally included in the Services or performance of the Services, Contractor shall provide DAS and the Client Agency the option, in DAS and Client Agency's sole discretion, to opt in or opt out of that Artificial Intelligence. Contractor shall not implement any such Artificial Intelligence without DAS' and the Client Agency's prior express written authority. Notwithstanding the foregoing, Contractor shall, no later than fifteen (15) Business Days after receiving a written request from DAS or the Client Agency, provide Artificial Intelligence functionality including, but not limited to, data sources and algorithms for any Services or performance of the Services.
 - (c) No Artificial Intelligence used in the Services or performance of the Services shall (i) result in any unlawful discrimination against any individual or group of individuals, or (ii) have any unlawful disparate impact on any individual or group of individuals on the basis of any actual or perceived differentiating characteristic, including, but not limited to, age, genetic information, color, ethnicity, race, creed, religion, national origin, ancestry, sex, gender identity or expression, sexual orientation, marital status, familial status, pregnancy, veteran status, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including but not limited to blindness, or lawful source of income.
 - (d) The Contractor may fulfill Artificial Intelligence disclosure obligations by providing one or more of the following items of non-source level information as specified by DAS or the Client Agency:
 - (a) summary-level information describing the purpose and use of the Artificial Intelligence; (b)

functional summaries explaining the Artificial Intelligence tasks performed and the general nature of the Artificial Intelligence inputs and outputs; (c) high-level descriptions of Artificial Intelligence data sources identifying general categories of data used; (d) Artificial Intelligence training inputs described at a general level as to the type and source of the information used to train or refine the Artificial Intelligence; (e) Artificial Intelligence algorithmic logic explained conceptually as to how inputs are processed to generate Artificial Intelligence outputs; or (f) similar non-source level information as may be more specifically required by DAS or the Client Agency.

- (e) Nothing in this Section shall be construed to require the Contractor to disclose, transfer or provide access to any Contractor Intellectual Property unless expressly agreed to in writing or as required by a court of competent jurisdiction.

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

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

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STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Manisha Juthani, MD
Commissioner



Ned Lamont
Governor
Susan Bysiewicz
Lt. Governor

AFFIRMATIVE ACTION CONTRACT COMPLIANCE POLICY STATEMENT

The Department of Public Health (DPH) is an Affirmative Action/Equal Employment Opportunity employer in compliance with all state and federal fair practices laws, and complies with the Regulations of Connecticut State Agencies, §§ 46a-68j-21 through 46a-68j-43, inclusive (the Contract Compliance Regulations) and § 4a-60 of the Conn. Gen. Stat., which sets forth the nondiscrimination and affirmative action provisions in awarding agency contracts. Consistent with the Contract Compliance Regulations and other applicable laws, DPH encourages bidders, contractors, subcontractors, and suppliers to:

- Develop and follow a plan of affirmative action to achieve or exceed parity of employment with the applicable labor market;
- Develop and follow an apprenticeship program complying with §§ 46a-68-1 to 46a-68-17, inclusive of the Regulations of Connecticut State Agencies;
- Submit employment statistics contained in the "Employment Information Form," indicating that the composition of its workforce is at or near parity when compared to the race/sex composition of the workforce in the relevant labor market area; and
- Develop and follow a plan to set aside a portion of the contract for legitimate minority business enterprises per § 46a-68j-30 (10) (E) of the Contract Compliance Regulations.

DPH considers bidders success in these factors in reviewing the bidder's qualifications under the Contract Compliance requirements. Accordingly, any individual or organization that desires to do business with DPH shall:

- Not discriminate or permit discrimination against any protected class person or protected group in the performance of contracts;
- Not engage in discriminatory practices or permit discriminatory practices in their workplace;
- Cooperate with the Connecticut Commission on Human Rights and Opportunities in all activities;



Phone: (860) 509-7101 • Fax: (860) 509-7111
Telecommunications Relay Service 7-1-1
410 Capitol Avenue, P.O. Box 340308
Hartford, Connecticut 06134-0308
www.ct.gov/dph

Affirmative Action/Equal Opportunity Employer



- In all contract solicitations or advertisements, state that they are an "affirmative action-equal opportunity employer;" and
- Sign a Notification to Bidders Form, and complete a workforce analysis questionnaire necessary for the contract award process

DPH notifies bidders, contractors, subcontractors, and suppliers of this policy and will not knowingly do business with any contractor, subcontractor or supplier of materials who unlawfully discriminates against members of any protected under state or federal law. Contractors whose overall employment statistics are not reflective of the general employment area may be required to show good faith efforts to ensure that their personnel policies and practices do not have a discriminatory impact.



Manisha Juthani, MD

Commissioner, Department of Public Health

10-18-2024

DATE

NEW ENGLAND AND TRIBAL ORGANIZATIONS (NEATO)

WIC RETAIL INFANT FORMULA REBATE AGREEMENT

**Agreement Appendix D
Standard Contract Clause**

Maine

RIDER B: TERMS AND CONDITIONS

1. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.
2. **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
3. **DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
4. **CHANGES IN THE WORK.** The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.
5. **SUB-CONTRACTORS.** The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

6. **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

7. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Provider certifies as follows:

A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

B. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.

C. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. **CONFLICT OF INTEREST.** The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

9. **EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.
10. **NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. **ACCESS TO RECORDS.** As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
12. **TERMINATION.** The performance of work under this Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such

termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

13. **GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.
14. **GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
15. **STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
16. **NOTICE OF CLAIMS.** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.
17. **APPROVAL.** This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. **INSURANCE REQUIREMENT.** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of

the existence of such liability insurance policy.

- A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
 - i. The Provider's insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
 - ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
 - iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
 - v. The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".

19. **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.

20. **SEVERABILITY.** The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

21. **ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:

Rider B Terms and Conditions
Rider D Additional DHHS Requirements

22. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood, pandemic or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
23. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
24. **ENTIRE CONTRACT.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
25. **AMENDMENT.** No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
26. **DEBARMENT AND PERFORMANCE CERTIFICATION.** By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - B. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

27. **STATE PROPERTY.** The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

28. **CYBERSECURITY AND PROHIBITED TECHNOLOGIES.** Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2021 \(3\)](#); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2030-B](#).

Contracts entered into by a state agency in violation of Title 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, (Title 5 M.R.S., §2030-A).

29. **CONFIDENTIALITY.**

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., "confidential information" means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be subject to the requirements herein. The term "confidential information" does not include any information or documentation that is subject to disclosure under FOAA.
- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
- C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
- D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).

30. **TARIFFS**. Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

RIDER D: ADDITIONAL DHHS REQUIREMENTS

1. **LOBBY:** No Federal or State appropriated funds shall be expended by the Provider for influencing or attempting to influence, as prohibited by state or federal law, an officer or employee of any Federal or State agency, a member of Congress or a State Legislature, or an officer or employee of Congress or a State Legislature in connection with any of the following covered actions: the awarding of any Agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any Agreement, grant, or cooperative agreement. The signing of this Agreement fulfills the requirement that providers receiving over \$100,000 in Federal or State funds file with the Department with respect to this provision.

If any other funds have been or will be paid to any person in connection with any of the covered actions specified in this provision, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form available at: <https://www.gsa.gov/forms-library/disclosure-lobbying-activities>.

2. **DRUG-FREE WORKPLACE:** By signing this Agreement, the Provider certifies that it shall comply with the drug-free workplace requirements of the Drug-Free Workplace Act (41 U.S.C. Ch. 81).
3. **ENVIRONMENT TOBACCO SMOKE:** By signing this Agreement, the Provider certifies that it shall comply with the Pro-Children Act of 1994, P.L. 103-227, Part C, which requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments by Federal grant, Agreement, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or MaineCare funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

Also, the Provider of foster care services agrees that it will comply with Resolve 2003, c. 134, which prohibits smoking in the homes and vehicles operated by foster parents.

4. **MEDICARE AND MAINECARE ANTI-KICKBACK:** By signing this Agreement, the Provider agrees that it shall comply with the dictates of 42 U.S.C. 1320a-7b(b), which prohibits the solicitation or receipt of any direct or indirect remuneration in return for referring or arranging for the referral of an individual to a Provider of goods or services that may be paid for with Medicare, MaineCare, or state health program funds.
5. **PUBLICATIONS:** When issuing reports, brochures, or other documents describing programs funded in whole or in part with funds provided through this Agreement, the Provider agrees to

clearly acknowledge the participation of the Department of Health and Human Services in the program. In addition, when issuing press releases and requests for proposals, the Provider shall clearly state the percentage of the total cost of the project or program to be financed with Agreement funds and the dollar amount of Agreement funds for the project or program.

6. **OWNERSHIP:** All notebooks, plans, working papers, data, or other work produced in the performance of this Agreement, which are related to specific deliverables under this Agreement, are the property of the Department and upon request shall be turned over to the Department. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and data developed, derived, documented, or furnished by the Provider under this Agreement. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.

7. **PROVIDER RESPONSIBILITIES / SUB AGREEMENTS:** The Provider is solely responsible for fulfillment of this Agreement with the Department. The Provider assumes responsibility for all services offered and products to be delivered whether or not the Provider is the manufacturer or producer of said services.
 - a) Sub-agreements.
 - i) All sub-agreements must contain the assurances of Rider B and Rider D of this Agreement;
 - ii) All sub-agreements must be signed and delivered to the Department's Agreement Administrator within five (5) business days following the execution date of the sub-agreement.
 - iii) See Rider B Section 5.
 - b) Relationship between Provider, Subcontractor and Department. The Provider shall be wholly responsible for performance of the entire Agreement whether or not subcontractors are used. Any sub-agreement into which the Provider enters with respect to performance under this Agreement shall not relieve the Provider in any way of responsibility for performance of its duties. Further, the Department will consider the Provider to be the sole point of contact with regard to any matters related to this Agreement, including payment of any and all charges resulting from this Agreement. The Department shall bear no liability for paying the claims of any subcontractors, whether or not those claims are valid. The Provider is responsible for ensuring that all staff, employees, subcontractors, or other individuals or entities providing any services on behalf of the Provider clearly explain, verbally and in writing, to clients and families their relationship to the Provider and the Provider's relationship to the Department.
 - c) Liability to Subcontractor. The requirement of prior approval of any sub-agreement under this Agreement shall not make the Department a party to any sub-agreement or create any right, claim or interest in the subcontractor or proposed subcontractor against the Department. The Provider agrees to defend (subject to the approval of the Attorney General) and indemnify and hold harmless the Department against any claim, loss, damage, or liability against the Department based upon the requirements of Rider B, Section 15.

8. **RENEWALS:** This Agreement may be renewed at the discretion of the Department.

9. **NO RULE OF CONSTRUCTION:** The parties acknowledge that this Agreement was initially prepared by the Department solely as a convenience and that all parties hereto, and their counsel, have read and fully negotiated all the language used in the Agreement. The parties acknowledge that, because all parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party because such party drafted this Agreement.
10. **WHISTLEBLOWER PROTECTION:**
 - a) This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
 - b) The Provider shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
 - c) The Provider shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
11. **FUNDING SOURCES REDUCED:** Notwithstanding any other provision of this Agreement, if the United States Government or any department of the United States Government, has de-appropriated or suspended funds for this Agreement, or where the Governor of the State of Maine has curtailed funds for this Agreement then the Department is not obligated to make payment under this Agreement to the extent of such de-appropriation, suspension or curtailment of funds. In the event of such de-appropriation, suspension or curtailment of funds, the Agreement shall be modified accordingly.
12. **CHANGE OF OPERATIONS:** The Provider shall report to the Agreement Administrator and Program Administrator any anticipated changes of the Provider's operations, including but not limited to mergers, acquisitions, or closings, at the earliest possible date and no later than sixty (60) days prior to the anticipated closure date, with the exception of reasonably unforeseen circumstance.
13. **BACKGROUND CHECKS:** The Provider agrees to conduct background checks on all employees, temporary staff persons, persons contracted or hired, consultants, volunteers, students, and other persons who may provide services under this Agreement. The Provider shall confirm the pass/fail results of each background check with the Program Administrator upon request. The cost of performing each background check shall be the responsibility of the Provider. The methods of performing the background checks must include information from the Bureau of Motor Vehicles, the Sex Offender Registry, and the Maine State Bureau of Investigation. If services to be provided under this agreement include services to minor children then the background check will include information from the Department's Office of Child and Family Services regarding substantiated findings of abuse or neglect of a child. If services to be provided under this agreement are to be performed by a person who is professionally licensed

then the background check will include information from the appropriate licensing board or entity regarding the status of the person's license.

The Provider shall not hire or retain in any capacity any person who may directly provide services to a client under this Agreement if that person has a record of:

- a) any criminal conviction that involves client abuse, neglect or exploitation;
- b) any criminal conviction, classified as Class A, B or C or the equivalent of any of these, or any reckless conduct that caused, threatened, solicited or created the substantial risk of bodily injury to another person within the preceding two years; or
- c) any criminal conviction resulting from a sexual act, contact, touching or solicitation in connection to any victim.

The Provider shall not hire or retain in any capacity any person who may directly provide services to a client who is minor child under this Agreement if that person has a record of substantiated abuse or neglect of a child.

The Provider shall not hire or retain a person to perform any service under this agreement that is required to be performed by a person with an appropriate license unless it has confirmation from the appropriate licensing board or entity that the person has a license in good standing.

14. TANF SUBRECIPIENT REQUIREMENTS: To the extent the contract utilizes Temporary Assistance for Needy Families (TANF) funding, the provider acknowledges that it is aware of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (2 CFR 200 (Uniform Guidance), that TANF block grant funding is being used to fund the contract, to what extent TANF funding is being used and that TANF is governed by the Social Security Act, Title IV (Part A of Title IV), and TANF Regulations 45 CFR Chapter II (Parts 260 through 265)) and that it agrees that it shall:

- a) Ensure that funds are expended in accordance with state laws and procedures for the state's own funds and allow the Department to review the Provider's financial management system, in accordance with 2 CFR 200.302.
- b) Ensure that effective internal controls are used, which includes complying with federal statutes and taking prompt action in instances of non-compliance, in accordance with 2 CFR 200.303.
- c) Ensure that funds are spent in accordance with 2 CFR 200.305.
- d) Monitor program performance and, if required, submit performance reports, data on program objectives and the progress towards meeting those objectives, and additional pertinent data, in accordance with 2 CFR 200.328.
- e) Retain program, financial and statistical records for at least five years from the end of each program year, in accordance with 2 CFR 200.333.
- f) Conduct a Single Audit in accordance with 2 CFR 200 Subpart F, if applicable.

15. CLEAN AIR AND CLEAN WATER: By signing this agreement, the Provider agrees that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act

(42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

16. **INSURANCE.** In addition to the requirements identified in Rider B, Section 18, the following shall inclusions to the insurance policy shall apply. Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, should at a minimum cover the following:
- a) All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate.
 - b) Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate.
 - c) To the extent the Provider manages sensitive data, Data breach expenses in an amount not less than \$1,000,000, which coverage shall include, but is not limited to, the following:
 - i) Consumer notification, whether or not required by law;
 - ii) Forensic investigations;
 - iii) Public relations and crisis management fees; and
 - iv) Credit or identity monitoring, or similar remediation services.
 - d) To the extent the Provider stores State sensitive data, the amount shall be payable, whether incurred by the Department or the Provider. The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of the Provider's technology services, or an error, or omission, in the content of, and information from, the Provider. If a sub-limit applies to any element of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit.
 - e) Workers' Compensation and employer's liability, as required by law.
 - f) Property (including contents coverage for all records maintained pursuant to this Contract): \$1,000,000 per occurrence.
 - g) To the extent the Provider uses vehicles to perform services under this Agreement, Automotive Liability of not less than \$400,000 per occurrence single limit.
 - h) Crime, in an amount not less than \$500,000.
 - i) Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.

NEW ENGLAND AND TRIBAL ORGANIZATIONS (NEATO)

WIC RETAIL INFANT FORMULA REBATE AGREEMENT

**Agreement Appendix E
Standard Contract Clause**

Massachusetts

1. The Manufacturer shall assure that the Manufacturer's products continually comply with all applicable federal and state laws and regulations.
2. The conduct of all parties is governed by the Massachusetts Conflict of Interest Law (M.G.L. c.268A).
3. The Manufacturer shall obey all applicable federal and state licensing and certification requirements.
4. The Manufacturer shall comply with Massachusetts WIC's strong endorsement of breastfeeding, specifically in regard to the use of materials, products and services in local WIC programs in the Commonwealth. The Program's goal is to ensure that complete and accurate services regarding breastfeeding are provided to all prenatal and breastfeeding women participating in the Massachusetts WIC Program. As such, materials, products, services, or incentives that contain direct or subliminal messages(s) about the promotion of breast milk substitutes are not allowed in local WIC programs. This prohibition includes but is not limited to, formula product name(s) in printed or audiovisual materials, coupons or samples, or use of pictures or text which idealize the use of breast milk substitutes.
5. In the event governmental restrictions are imposed on the Manufacturer which necessitates alteration of any item offered during this Agreement, it shall be the responsibility of the Manufacturer to notify the Massachusetts WIC Program of these changes, in writing, with specific reference to the reasons.
6. The offer of an enhancement by the Manufacturer is voluntary, and is in no way a payment of concessions or services by the Massachusetts WIC Program. However, once an Agreement is entered into, it is a binding contractual agreement.
7. The Manufacturer warrants that no commission, percentages, brokerage, gratuities, kickbacks, or contingency fees were paid in connection with the Agreement or were provided in exchange for substantial consideration by the Manufacturer for the purpose of securing this Agreement.
8. This Agreement shall be construed under, and governed by, the laws of the Commonwealth of Massachusetts. The Manufacturer, and the agent thereof, agree to bring any federal or state legal proceedings arising under this Agreement, in which either the Commonwealth of Massachusetts or the Massachusetts WIC Program is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in an action, wherever pending, in which the other is a party.
9. The Commonwealth of Massachusetts may, at reasonable times, examine and/or audit the books or records of the Manufacturer, where such books and/or records relate to the performance and payments due thereunder for any Agreement entered into with the Massachusetts WIC Program. Such books and/or records shall be kept in conformity with generally accepted accounting principles, and shall be maintained by the Manufacturer for a period of seven (7) years from the date of final payment under the Agreement. Said examination/audit may be performed at any reasonable time by the Governor, the State Auditor, the Executive Office of Administration and Finance, the Executive Office of Health and Human Services, the Commissioner of the Massachusetts Department of Public Health, or their duly appointed representative(s).
10. Correspondence among the Manufacturer and the Massachusetts WIC program via email and phone for routine business is permissible. A list of contacts will be shared with the Manufacturer prior to the start of the Agreement and shall be updated throughout the life of the Agreement as needed. The Manufacturer shall only address correspondence to designee (s), or their successor (s).
11. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then all parties

shall be relieved of all obligations under said provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.

12. The Department of Public Health shall maintain all records associated with the procurement, ITB, proposals, evaluations and copies of all Agreement documents including justification statements and waivers for a period to be determined by the Records Conservation Board pursuant to M.G.L. c. 30 §42.
13. The Department of Public Health shall not award an Agreement for the purpose of defraying expenses of services rendered by individuals hired or appointed to the classified service of the Commonwealth or to Commonwealth Boards and Commissions.
14. The Massachusetts WIC Program shall have the option to negotiate continuance of the Agreement for one (1) month periods, not to exceed three (3) periods, when there is a public exigency that requires the contracted services to continue. Thirty (30) days' notice shall be given by the Massachusetts WIC Program before exercising this option, which shall be under the same conditions and pricing structure.
15. If NEATO opts to extend the Agreement for one (1) *two (2)* year period, or any portion thereof, under the same terms, conditions and pricing structure, Appendix E shall be extended to be co-terminus with said Agreement.

NEW ENGLAND AND TRIBAL ORGANIZATIONS (NEATO)

WIC RETAIL INFANT FORMULA REBATE AGREEMENT

**Agreement Appendix F
Standard Contract Clause**

New Hampshire

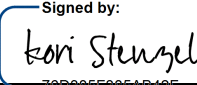
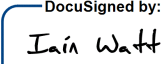
Subject: WIC Retail Infant Formula Rebate (RFB-2027-DPH-01-FORMU-01)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Abbott Laboratories Inc.		1.4 Contractor Address 100 Abbott Park Road, D367 AP6D (Sales Tax) Abbott Park, IL 60064	
1.5 Contractor Phone Number (614) 624-5816	1.6 Account Unit and Class TBD	1.7 Completion Date September 30, 2029	1.8 Price Limitation N/A - REBATE
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by:  Date: 8/13/2026		1.12 Name and Title of Contractor Signatory Kori Stenzel Sr Manager, WIC	
1.13 State Agency Signature DocuSigned by:  Date: 8/13/2026		1.14 Name and Title of State Agency Signatory Iain Watt Director - DPH	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by:  By: _____ On: 8/13/2026			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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 Contractor Initials
 Date 8/13/2026

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

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Contractor Initials
Date 8/13/2026

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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Contractor Initials
Date 8/13/2026

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Contractor Initials
Date 8/13/2026

**New Hampshire Department of Health and Human Services
WIC Retail Infant Formula Rebate**

EXHIBIT A

Revisions to Standard Agreement Provisions

This is a Rebate Agreement. The selected vendor shall make payment for rebate dollars to the New Hampshire Department of Health and Human Services, Division of Public Health Services, through the Women, Infant and Children (WIC) Program.

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 2, Services to be Performed, shall read:

2. SERVICES TO BE PERFORMED.

The State of New Hampshire acting through the agency identified in block 1.1. ("State Agency Name"), engages Contractor identified in block 1.3 ("Contractor Name") to provide rebates with respect to goods identified and described in the Contract.

1.2. Paragraph 3, Subparagraph 3.1., Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2026 ("Effective Date") upon Governor and Executive Council approval.

1.3. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3., in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.4. Paragraph 4, Conditional Nature of Agreement is deleted in its entirety.

1.5. Paragraph 5, Contract Price/Price Limitation/Payment, is deleted in its entirety.

1.6. Paragraph 9, Termination is deleted in its entirety.

1.7. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5., as follows:

3.4. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall

**New Hampshire Department of Health and Human Services
WIC Retail Infant Formula Rebate**

EXHIBIT A

manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

1.8. Paragraph 14, Insurance, is deleted in its entirety.

RFB-2027-DPH-01-FORMU
Abbott Laboratories Inc.
7.14.23

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Contractor Initials 
Date 8/13/2026

New Hampshire Department of Health and Human Services Exhibit D - Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each Agreement during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-6505

1. The Contractor certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The Contractor's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

Exhibit D - Federal Requirements

- 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;
 - 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

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New Hampshire Department of Health and Human Services

Exhibit D - Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
 US DEPARTMENT OF EDUCATION - CONTRACTORS
 US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

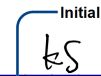
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement (and by specific mention sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/icr/201009-0348-022/doc/20388401>
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

v1 6/23

Exhibit D
 Federal Requirements
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Contractor's Initials
 Date 8/13/2026

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New Hampshire Department of Health and Human Services Exhibit D - Federal Requirements

SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Agreement, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this Agreement is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

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New Hampshire Department of Health and Human Services

Exhibit D - Federal Requirements

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. Have not within a three-year period preceding this proposal (Agreement) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (Agreement), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

New Hampshire Department of Health and Human Services Exhibit D - Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
3. The Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
4. The Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
5. The Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
6. The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
7. The Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
8. The Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
9. 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
10. 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

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New Hampshire Department of Health and Human Services

Exhibit D - Federal Requirements

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor’s representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

New Hampshire Department of Health and Human Services Exhibit D - Federal Requirements

SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this Agreement, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

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New Hampshire Department of Health and Human Services

Exhibit D - Federal Requirements

SECTION F: CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any sub award or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC. Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

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New Hampshire Department of Health and Human Services Exhibit D - Federal Requirements

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: EF9EAJ1MF6U3
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Name: _____ Amount: _____

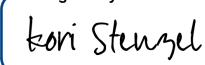
Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Contractor Name:

8/13/2026
Date:

Signed by:


76D385F385AB42F...
Name: Kori Stenzel
Title: Sr Manager, WIC

NEW ENGLAND AND TRIBAL ORGANIZATIONS (NEATO)

WIC RETAIL INFANT FORMULA REBATE AGREEMENT

**Agreement Appendix G
Standard Contract Clause**

Rhode Island

Abbott



Department of Health

Three Capitol Hill
Providence, RI 02908-5097

TTY: 711
www.health.ri.gov

GC Addendum F – Supplemental Terms and Conditions

Name of Contractor: Abbott Laboratories, Inc

Title of Agreement: WIC Retail Infant Formula Rebate Agreement

Basis for Contract: Multi-State Competitive Bid

Contract Award: 0

Term of the Agreement: October 1, 2026 through September 30, 2029. An extension may be granted for October 1, 2029 through September 30, 2031. Rhode Island

This Addendum to the State’s General Conditions of Purchase (220-RICR-30-00-13 available at <https://rules.sos.ri.gov/regulations/part/220-30-00-13>), supplements and serves as additional terms and conditions to the General Conditions of Purchase (“General Conditions”). Under the General Conditions of Purchase, 220-RICR-30-00-13.34, this Addendum serves as GC Addendum F. The Contractor further agrees as follows:

WHEREAS this contract is executed between the RI Department of Health (RIDOH) Abbott Laboratories, Inc (collectively the “Parties”) for services rendered to the State as the WIC Retail Infant Formula Agreement contractor,

WHEREAS the Contractor will perform all duties and responsibilities contained in the Scope of Work;

WHEREAS the Contractor is a Formula Manufacturer and therefore willing and qualified to provide services as the Formula provider for the rebate agreement; and

WHEREAS the contracted formula provider, in addition to the performance requirements enumerated in PAR 2.

NOW THEREFORE, the Parties, for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

PAR. 1. GOVERNING LAW AND GENERAL TERMS AND CONDITIONS

The provisions of Federal Laws, Regulations and Procedures governing the implementation of federal funds apply to this Entire Agreement.

PAR. 2. PERFORMANCE

In addition to the obligations stated in 220-RICR-30-00-13.22, the Contractor shall perform all obligations, duties, and work for the Term of the Agreement under this Entire Agreement. it B. The Rhode Island Department of Health (“RIDOH”) shall have the right, always, to review the work being performed and to that end, RIDOH shall be given reasonable access to all activities related to the Entire Agreement.

PAR. 3. TIME OF PERFORMANCE

The Contractor will perform under the Entire Agreement WIC Retail Infant Formula Rebate Agreement for a term commencing on October 1, 2026 and ending on September 30, 2029 (the “Term of the Agreement”), with one option for extension beginning on October 1, 2029 and expiring on September 30, 2031.

PAR. 4. INDEPENDENT CONTRACTOR (Does not Apply to this agreement)

The Contractor shall be engaged as an independent contractor of the State. Nothing contained in the Entire Agreement will be construed to create the relationship of employer and employee,

principal and agent, partnership or joint venture, or any other fiduciary relationship. The Contractor may not act as agent for, or on behalf of, the State or to bind the State in any manner. The State shall issue an IRS Form 1099 reflecting the Contractor's compensation and shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income, and other payroll taxes, workers' compensation, disability benefits, or other legal requirements applicable to the Contractor. The Contractor will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the State.

PAR. 5. PROJECT OFFICER -RIDOH

RIDOH shall appoint a Contract Manager to manage this Entire Agreement. The Contractor agrees to maintain close and continuing communication with the Contract Manager throughout the performance of work and services undertaken under the terms of the Entire Agreement.

PAR. 6. CONTRACTOR

The Contractor shall be responsible for coordinating and reporting work performed pursuant to the Entire Agreement, subject to and in accordance with the Scope of Work

PAR. 7. WORK REVIEWS

The Contractor recognizes the responsibilities of RIDOH to provide financial oversight of its contractors and consultants and agrees that the scope of all work performed under the Entire Agreement may be reviewed by RIDOH and/or its designee and/or by any third party designated by RIDOH, for the purpose of verifying calculations for the month-to-month rebate amounts.

PAR. 8. RESPONSIBILITIES UPON TERMINATION AND/OR DEFAULT OF THE ENTIRE AGREEMENT

Upon termination and/or default in accordance with 220-RICR-30-00-13.20 and the delivery to the Contractor of a notice of termination, specifying the nature of the termination, the extent to which performance of work under the Entire Agreement is terminated, and the date upon which such termination becomes effective, the Contractor shall:

1. Stop work under the Entire Agreement on the date and to the extent specified in the notice of termination.
2. Subject to the provisions of this paragraph, assign to the State all of the rights, title, and interest of the Contractor under the orders so terminated, in which case the State shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders, however, notwithstanding this provision, the Contractor will not be obligated to assign any such rights, title or interest in the absence of payment therefore by the State.

3. With the approval or ratification of the State, initiate settlement of all outstanding liabilities and all claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the Entire Agreement. Final approval by the State shall not be unreasonably withheld.

4. Subject to the provisions of this paragraph, transfer title, or if the Contractor does not have title, then transfer its rights to the State (to the extent that title has not already been transferred) and deliver in the manner, at reasonable times, and to the extent reasonably directed by the State all files, processing systems, data manuals, or other documentation, in any form, that relate to the work completed or in progress prior to the notice of termination.

5. If instructed, complete the performance of such part of the work as shall not have been terminated by the notice of termination. The Contractor shall proceed immediately with the performance of the above obligations, notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.

6. Upon termination, Contractor agrees to an orderly transition in accordance with 220-RICR-30-00-13.30. Prior to the end of the Termination and up to sixty (60) days thereafter, the Contractor agrees to make an orderly transition of contract and/or deliverables hereunder and to perform all tasks in good faith that are necessary to preserve the integrity of the work performed by the Contractor on behalf of the State. Upon termination or expiration of the Entire Agreement, the Contractor shall, if requested by the State at least thirty (30) days prior to such termination or expiration, provide reasonable training for the successor entity and/or continued performance of services. For providing such training or continued performance after the Term of the Agreement, the State shall pay the Contractor at mutually agreed-upon rates for personnel used in providing such training and/or services, unless services delivered are already defined herein and rates established, in which case such rates shall apply for such period. Should any missing data, materials, documents, etc., be discovered after expiration or termination, a grace period of one hundred and twenty (120) days shall be in effect during which the data, materials, documents, etc., is to be provided at a predetermined cost or at no additional cost if the Contractor caused the loss. Lost data shall be provided to the State in a form acceptable to the State.

PAR. 9 ACCESSIBILITY AND RETENTION OF RECORDS

The Contractor agrees to make accessible and to maintain all fiscal and activity records relating to the Entire Agreement to state and/or federal officials, or their designated representatives, necessary to verify the accuracy of Contractor invoices or compliance with the Entire Agreement. the submission of the final expenditure report for the Entire Agreement or if audit findings have not been resolved at the end of the three (3) years, the records shall be retained for an additional three (3) years after the resolution of the audit findings are made or as otherwise required by law.

The Contractor and its subcontractors, if subcontractors are permitted, will provide and maintain a quality assurance system acceptable to the State covering deliverables and services under this Entire Agreement and will tender to the State only those deliverables that have been

PAR. 10. SECURITY AND CONFIDENTIALITY

10.1. Definitions

The following definitions shall not apply, No Personal Information is shared, only the total quantity of contracted formula purchased by the RI WIC Program: per month.

1. “Breach,” as defined pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) guidelines as well as those found in the Health Information Technology for Economic and Clinical Health Act (“HITECH”), means an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of Protected Health Information (“PHI”) in violation of HIPAA privacy rules that compromise Personally Identifiable Information (“PII”) security or privacy. Additionally, a Breach or suspected Breach means an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PII or Sensitive Information (“SI”).

2. “Incident,” as defined by OMB Memorandum M-17-12, “Preparing for and Responding to a Breach of Personally Identifiable Information” (January 3, 2017), as an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

3. “Confidential Information” means, in addition to how it is defined in §13.17, any and all information that Contractor receives or has access to under the Entire Agreement, including but not limited to; PII; SI; PHI; Return Information; other information (including electronically stored information) or records sufficient to identify an applicant for or recipient of government benefits; preliminary draft, notes, impressions, memoranda, working papers and work product of State employees; any other records, reports, opinions, information, and statements required to be kept confidential by State or federal law or regulation, or rule of court; any statistical, personal, technical and other data and information relating to the State’s data; or other such data protected by State and federal laws, regulations.

4. “Personally Identifiable Information” or “PII” means any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as their name, social security number, date and place of birth, mother’s maiden

name, biometric records, etc. (As defined in 45 CFR § 75.2 and as defined in OMB Memorandum M-06-19, “Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments.”) PII shall also include individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts (as defined in 45 CFR § 75.2 Protected Personally Identifiable Information).

5. “Protected Health Information” or “PHI” means individually identifiable information relating to the past, present, or future health status of an individual that is created, collected, or transmitted, or maintained by a HIPAA-covered entity in relation to the provision of healthcare, payment for healthcare services, or use in healthcare operations. Health information such as diagnoses, treatment information, medical test results, and prescription information are considered protected health information under HIPAA, as are national identification numbers and demographic information such as birth dates, gender, ethnicity, and contact and emergency contact information. PHI relates to physical records, while ePHI is any PHI that is created, stored, transmitted, or received electronically. PHI does not include information contained in educational and employment records, that includes health information maintained by a HIPAA covered entity in its capacity as an employer.

6. “Return Information” is defined under 26 USC § 6103(b)(2) and has the same meaning as “Federal Tax Information” or “FTI” as used in IRS Publication 1075.

7. “Sensitive Information” or “SI” means information that could be expected to have a serious, severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals if the confidentiality, integrity, or availability is lost. Further, the loss of Sensitive Information confidentiality, integrity, or availability might: (i) cause a significant or severe degradation in mission capability to an extent and duration that the organization is unable to perform its primary functions; (ii) result in significant or major damage to organizational assets; (iii) result in significant or major financial loss; or (iv) result in significant, severe or catastrophic harm to individuals that may involve loss of life or serious life threatening injuries. (Defined in HHS Memorandum ISP-2007-005, "Departmental Standard for the Definition of Sensitive Information" as amended).

10.2. General

The Contractor shall take security measures to protect against the improper use, loss, access of and disclosure of any Confidential Information it may receive or have access to under

this Entire Agreement as required by this Entire Agreement, the RFP and proposal, or which becomes available to the Contractor in carrying out the Entire Agreement and the RFP and the proposal and agrees to comply with State requirements for safeguarding Confidential Information. All such information shall be held in strict confidence and protected by the Contractor from unauthorized use and disclosure utilizing the same or more effective procedural requirements as are applicable to the State.

10.3. Privacy and Security Safeguards and Obligations

For all Confidential Information under the Entire Agreement, the Contractor must comply with the following privacy and security requirements and obligations:

- a. Ensure that its employees, contractors, and agents implement the appropriate administrative, physical, and technical safeguards to protect Confidential Information received by Contractor under this Entire Agreement from loss, theft, or inadvertent disclosure.
 - i. Administrative Safeguards. Contractor will advise all users who will have access to the Confidential Information of its confidential nature, the safeguards required to protect the Confidential Information, and the civil and criminal sanctions for noncompliance contained in applicable Federal laws.
 - ii. Physical Security/Storage: Contractor will store the Confidential Information in an area that is physically and technologically secure from access by unauthorized persons during duty hours, as well as non-duty hours or when not in use (e.g., door locks, card keys, biometric identifiers, etc.). Only authorized personnel will transport the Confidential Information. Contractor will establish appropriate safeguards for such Confidential Information, as determined by a risk-based assessment of the circumstances involved.
 - iii. Technical Safeguards: Contractor agrees that the Confidential Information exchanged under this Entire Agreement will be processed under the immediate supervision and control of authorized personnel to protect the confidentiality of the Confidential Information in such a way that unauthorized persons cannot retrieve any such Confidential Information by means of computer, remote terminal, or other means. Contractor personnel must enter personal identification information when accessing Confidential Information on the State's systems. Contractor will strictly limit authorization to those electronic Confidential Information areas necessary for authorized persons to perform his or her official duties.
 - iv. Understand that they are responsible for always safeguarding this information, regardless of whether the Contractor employee, subcontractor, or agent is at his or her regular duty station.

v. Send E-mails containing Confidential Information that constitutes PII only if encrypted and being sent to and received by email addresses of persons authorized to receive such information. In the case of FTI, Contractor employees, subcontractors, and agents must comply with Internal Revenue Service (“IRS”) Publication 1075’s rules and restrictions on emailing return information.

vi. Restrict access to the Confidential Information only to those authorized Contractor employees, subcontractors, and agents who need such Confidential Information to perform their official duties in connection with purposes identified in this Entire Agreement; such restrictions shall include, at a minimum, role-based access that limits access to those individuals who need it to perform their official duties in connection with the uses of Confidential Information authorized in this Entire Agreement (“authorized users”). Contractor shall not use or access Confidential Data for independent projects unrelated to the purposes identified in this Entire Agreement. Further, the Contractor shall advise all users who will have access to the Confidential Information provided under this Entire Agreement of the confidential nature of the Confidential Information, the safeguards required to protect the Confidential Information, and the civil and criminal sanctions for noncompliance contained in the applicable federal laws. The Contractor shall require its contractors, agents, and all employees of such contractors or agents with authorized access to the Confidential Information disclosed under this Entire Agreement, to comply with the terms and conditions set forth in this Entire Agreement, and not to duplicate, disseminate, or disclose such Confidential Information unless authorized under this Entire Agreement.

vii. For receipt of FTI, the Contractor agrees to maintain all return information sourced from the IRS in accordance with IRC section 6103(p)(4) and comply with the safeguards requirements set forth in Publication 1075, “Tax Information Security Guidelines for Federal, State and Local Agencies”, which is the IRS published guidance for security guidelines and other safeguards for protecting return information pursuant to 26 CFR § 301.6103(p)(4)-1. In addition, the Contractor shall:

(1) Establish a central point of control for all requests for and receipt of Return Information and maintain a log to account for all subsequent disseminations and products made with/from that information, and movement of the information until destroyed, in accordance with Publication 1075.

(2) Establish procedures for secure storage of return information consistently maintaining two barriers of protection to prevent unauthorized access to the information, including when in transit, in accordance with Publication 1075.

(3) Consistently label return information obtained under this Entire Agreement to make it clearly identifiable and to restrict access by

unauthorized individuals. Any duplication or transcription of return information creates new records which must also be properly accounted for and safeguarded. Return information should not be commingled with other records unless the entire file is safeguarded in the same manner as required for return information and the FTI within is clearly labeled in accordance with Publication 1075.

(4) Restrict access to return information solely to officers, employees, agents, and subcontractors of the Contractor whose duties require access for the purposes of carrying out this Entire Agreement. Prior to access, the Contractor must evaluate which personnel require such access on a need-to-know basis. Authorized individuals may only access return information to the extent necessary to perform services related to this Entire Agreement, in accordance with Publication 1075.

(5) Prior to initial access to FTI and annually thereafter, the Contractor will ensure that employees, officers agents, and subcontractors that will have access to return information receive awareness training regarding the confidentiality restrictions applicable to the return information and certify acknowledgement in writing that they are informed of the criminal penalties and civil liability provided by sections 7213, 7213A, and 7431 of the Internal Revenue Code for any willful disclosure or inspection of return information that is not authorized by the Internal Revenue Code, in accordance with Publication 1075.

(6) Contractor must ensure information systems processing return information are compliant with Section 3544(a)(1)(A)(ii) of the Federal Information Security Management Act of 2002 (FISMA).

10.4. Ownership of Confidential Information

The Contractor expressly agrees and acknowledges that Confidential Information provided to and/or transferred by the State or to which the Contractor has access to for the performance of this Entire Agreement is the sole property of the State and shall not be disclosed and/or used or misused and/or provided and/or accessed by any other individual(s), entity(ides) and/or party(ides) without the express written consent of the State. Further, the Contractor expressly agrees to return to the State all said Confidential Information and/or information and/or database upon the State's written request and/or cancellation and/or termination of this Entire Agreement.

10.5. Compliance with Applicable Laws, Regulations, Policies and Standards

The Contractor agrees to abide by all applicable, current and as amended federal and State laws, regulations, policies, guidance and standards governing the confidentiality of information to which it may have access under this Entire Agreement, including to but not limited to the Business Associate requirements of HIPAA (www.hhs.gov/ocr/hipaa) and 45 CFR

§ 155.260. In addition, the Contractor agrees to comply with the State confidentiality policy recognizing a person's basic right to privacy and confidentiality of personal information.

The Contractor agrees to adhere to any and all applicable State and federal statutes and regulations relating to confidential health care and substance abuse treatment including but not limited to the Federal Regulation 42 CFR, Part 2; Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26; Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5- 37.3-1 et seq; Identity Theft Protection Act of 2015, R.I. General Laws Chapter 11-49.3 and HIPAA and its implementing regulations. The Contractor acknowledges that failure to comply with the provisions of this Paragraph constitutes a material breach on the part of the Contractor and will result in the termination of the Entire Agreement.

In connection with all PII that Contractor receives or has access to under this Entire Agreement, the Contractor must comply with Minimum Acceptable Risk Standards for Exchanges ("MARS-E:), version 2.0 dated November 15, 2015 which includes the following suite of documents: Volume I: Harmonized Security and Privacy Framework; Volume II: Minimum Acceptable Risk Standards for Exchanges; Volume III: Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges; and Volume IV: ACA Administering Entity System Security Plan.

Notwithstanding any other requirement set out in this Entire Agreement, the Contractor acknowledges and agrees that the HITECH Act and its implementing regulations impose requirements with respect to privacy, security and Breach notification and contemplates that such requirements shall be implemented by regulations to be adopted by the U.S. Department of Health and Human Services. The HITECH requirements, regulations and provisions are hereby incorporated by reference into this Entire Agreement as if set forth in this Entire Agreement in their entirety. Notwithstanding anything to the contrary or any provision that may be more restrictive within this Entire Agreement, all requirements and provisions of HITECH, and its implementing regulations currently in effect and promulgated and/or implemented after the date of this Entire Agreement, are automatically effective and incorporated herein. Where this Entire Agreement requires stricter guidelines, the stricter guidelines must be adhered to.

10.6. Breach/Incident Reporting

Upon notice of a suspected or confirmed Incident or Breach, the State and Contractor will meet to jointly develop an Incident investigation and remediation plan. Depending on the nature and severity of the confirmed Breach, the plan may include the use of an independent third-party security firm to perform an objective security audit in accordance with recognized cyber security industry commercially reasonable practices. The Parties will consider the scope, severity and impact of the Incident to determine the scope and duration of the third-party audit. If the Parties cannot agree on either the need for or the scope of such audit, then the matter shall be escalated to senior officials of each organization for resolution. The Contractor will pay the costs of all such audits. Depending on the nature and scope of the Incident, remedies may include, among other things, providing information to individuals on obtaining credit reports and notification to applicable credit card companies, notification to the local office of the Secret Service, and or

affected users and other applicable Parties, utilization of a call center and the offering of credit monitoring services on a selected basis.

10.7. Other

Failure to abide by the State's confidentiality policy in part or in whole. The Contractor is hereby notified that all initial data received from RIDOH is considered confidential by the State.

Contractor will inform the State of any change in its administrative, technical, or operational environment that could impact on compliance with the terms of this Entire Agreement.

Contractor shall monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls.

The Contractor shall not be required under the provisions of this Paragraph to keep confidential any Confidential Information or information which is or becomes legitimately publicly available or is rightfully obtained from third parties under no obligation of confidentiality.

PAR. 11. MODIFICATION OF AGREEMENT

All modifications to the Entire Agreement are subject to 220-RICR-30-00-13.4(C)(1)(c).

PAR. 12. INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no pecuniary interest and shall not acquire any such interest, direct or indirect, without first disclosing to the State in writing and then subsequently obtaining approval, in writing, from the State, that would conflict in any manner or degree with the performance of services required under this Entire Agreement. The Contractor further covenants that no person having any such interest shall be employed by the Contractor for the performance of any work associated with this Entire Agreement.

PAR. 13. OWNERSHIP

Any and all data, technical information, information systems, materials gathered, originated, developed, prepared, modified, used or obtained by the Contractor in performance of the Entire Agreement, including but not limited to, all hardware, software computer programs, data files, application programs, intellectual property, source code, documentation and manuals, regardless of state of completion shall be deemed to be owned and remain owned by the State ("State Property"). However, each party will retain all rights in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the date of this Entire Agreement or acquired or developed after the date of this Entire Agreement without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third-party vendor will be and remain the property of such vendor.

PAR. 14. NOTICES

No notice, approval or consent permitted or required to be given by this Entire Agreement will be effective unless the same is in writing and sent postage prepaid, certified mail or registered mail, return receipt requested, or by reputable overnight delivery service to the other party at the address set forth below, or such other address as either party may direct by notice given to the other as provided, and shall be deemed to be given when received by the addressee.

NEW ENGLAND AND TRIBAL ORGANIZATIONS (NEATO)

WIC RETAIL INFANT FORMULA REBATE AGREEMENT

**Agreement Appendix H
Standard Contract Clause**

Vermont

**MODIFICATION OF CUSTOMARY PROVISIONS
OF
ATTACHMENT C**

1. The requirements contained in Attachment C; Section 8 are hereby modified:

The Party shall not be required to maintain automotive liability coverage as set forth in paragraph 5 of the Vermont State Insurance Specifications dated November 1, 2023.

2. Requirements of other Sections in Attachment C are hereby modified:

Section 18 is inapplicable to the parties hereto.

Section 30 is inapplicable to the parties hereto.

Section 31 is inapplicable to the parties hereto.

Section 32 is inapplicable to the parties hereto.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED OCTOBER 1, 2024

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee, or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights, or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity:

- A.** The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.
- B.** After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
- C.** The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- D.** Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection

costs or other costs of the Party or any third party.

8. Insurance: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.

10. False Claims Act: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Use and Protection of State Information:

- A.** As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B.** With respect to State Data, Party shall:
 - i.** take reasonable precautions for its protection;
 - ii.** not rent, sell, publish, share, or otherwise appropriate it; and
 - iii.** upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C.** With respect to Confidential State Data, Party shall:
 - i.** strictly maintain its confidentiality;
 - ii.** not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii.** provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv.** implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v.** promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi.** upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D.** If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - i.** industry-standard firewall protection;
 - ii.** multi-factor authentication controls;
 - iii.** encryption of electronic Confidential State Data while in transit and at rest;
 - iv.** measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v.** measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;

- vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for work performed in Vermont. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by

Section 6 of Act No. 50 (2011).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); Section 12 (“Confidentiality and Protection of State Information”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel, and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not use the State’s logo or otherwise refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power, or remedy under this Agreement shall not impair any such right, power, or remedy, or be construed as a waiver of any such right, power, or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to, and use of, State facilities, which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$1,000,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

State of New Hampshire

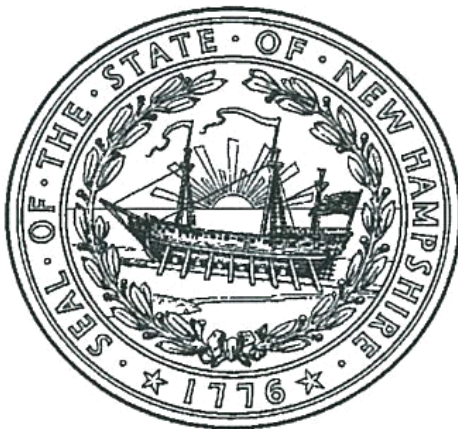
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ABBOTT LABORATORIES INC is a Delaware Profit Corporation registered to transact business in New Hampshire on April 11, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **741958**

Certificate Number: **0007995652**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of August A.D. 2026.

A handwritten signature in black ink, appearing to read "David M. Scanlan", written over a circular line.

David M. Scanlan
Secretary of State

SECRETARY'S CERTIFICATE

I, Jessica H. Paik, Secretary, hereby certify that:

1. I am the duly elected and acting Secretary of the Abbott Laboratories Inc., a corporation duly organized and validly existing under the laws of the State of Delaware (the "Company"), and I am a keeper of the Company's books and records and corporate seal;
2. I am duly authorized to make, execute and deliver this Certificate on behalf of the Company; and
3. That the resolutions attached hereto and made a part hereof as Attachment A, were approved by the sole Director of Company on June 25, 2007, and since such time, the resolutions have not been amended or repealed and remain in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was valid thirty (30) days prior to and remains valid for thirty (30) days from the date of this Certificate. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of the listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

IN WITNESS WHEREOF, I have affixed my name as Secretary of Abbott Laboratories Inc. this 11 day of August 2026.



Jessica H. Paik
Secretary

ATTACHMENT A

RESOLVED: That any one of the Chairman of the Board and Chief Executive Officer; any President and Chief Operating Officer; the Chief Financial Officer; any Executive Vice President; any Group Vice President; any Senior Vice President; any Vice President; the Secretary; the Controller; the Treasurer; any Assistant Treasurer; any Divisional Vice President; any Divisional Director; any Director; any Business Unit Controller; any Manager, or any Administrator of any one of Contracts, Pricing, Marketing, Sales or Commercial Operations; or any Divisional Government Sales Manager of this Corporation, be, and hereby are, authorized to quote prices and tender bids, and to enter into contracts for the sale of any products or services of this Corporation to, and with, any and all customers of this Corporation, including specifically the United States and any of its offices, agencies or departments, and any state of the United States or political subdivision thereof, and any of their offices, agencies or departments, having full authority in their discretion as to prices, terms, conditions, warranties or any other provisions necessarily relating to said bids and contracts.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2027

DATE (MM/DD/YYYY)

3/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No. Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A: Old Republic Insurance Company</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> <tr> <td colspan="2" style="text-align: right;">NAIC #</td> </tr> <tr> <td colspan="2" style="text-align: right;">24147</td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No. Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A: Old Republic Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:		NAIC #		24147	
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NAIC #																									
24147																									
INSURED 1550680 Abbott Laboratories 100 Abbott Park Road Abbott Park IL 60064																									

COVERAGES**CERTIFICATE NUMBER:** 23217880**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR Retro Date: 1/1/2013 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	MWZZ 315913 26	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	MWTB 314334 26	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	MWC 314333 26	1/1/2026	1/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A	Prof. Liability Cyber Liability/Network Security	N	N	MWZZ 315913 26 MWZZ 315914 26	1/1/2026 1/1/2026	1/1/2027 1/1/2027	*See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability: \$1,000,000 per claim/\$1,000,000 aggregate. Cyber Liability/Network Security: \$1,000,000 each claim/\$1,000,000 aggregate. Professional Liability Retroactive Date: 5/1/2017. RK# 26 16413. New Hampshire Department of Health and Human Services is included as additional insured on a Primary and Non-contributory basis if required by written contract with respect to General Liability per the terms and conditions of the policy.

The following entities are additional named insureds with respect to the insurance policies: Abbott Laboratories Inc.

CERTIFICATE HOLDER**CANCELLATION****23217880**

New Hampshire Department of Health
 and Human Services
 129 Pleasant Street
 Concord, NH 03301-3857

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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