

**Agreement Between
Windham Professionals, Inc.
And**

The Connecticut State Colleges and Universities on behalf of the Connecticut State Universality System

This agreement ("Contract") is entered into and between the Connecticut State Colleges and Universities on behalf of the Connecticut State University System, a constituent unit of the State of Connecticut System of Higher Education with and address of 61 Woodland Street, Hartford, Connecticut (hereinafter "CSCU" or "State") and Windham Professionals, Inc. (hereinafter "Contractor") with a principal place of business 380 Main Street, Salem, NH 03079 to provide credit and collection services.

I. Agreement and Scope of Work

This Agreement, pursuant to an award made to the Contractor (RFP CSCU-1909) provides for credit and collection services relative to tuition, student loans, Perkins loans or other forms of educational related debts. The Contractor agrees to accept, process, and properly handle such educational related debts from Central Connecticut State University, Eastern Connecticut State University, Southern Connecticut State University, and Western Connecticut State University (each a "University" or collectively "Universities" or "CSCU"). This contract is also available for use by the Community Technical Colleges, Charter Oak State College, and the University of Connecticut, subject to the Contractor's approval.

A. The Contractor shall adhere to the following requirements throughout the term of the contract:

1. Throughout the term of the agreement, the Contractor shall possess a State of Connecticut license to operate as a Collection Contractor, and shall perform its services in accordance with Federal laws and regulations and with those of all states in which the Contractor makes collection efforts on behalf of CSCU.
2. The Contractor shall comply with all state and federal laws and regulations pertaining to collection agency practices, treatment of borrowers, and protection of individual privacy. Such laws and regulations include, but may not be limited to: the Banking Laws of the State of Connecticut; Connecticut General Statute Sec. 36a-805; Title IV of the Higher Education Act (as amended); Bankruptcy Code, as amended (11 USC Sec. 101, et. Seq.); Federal Fair Debt Collection Practices Act; Federal Trade Commission; Fair Credit Reporting Act; Gramm-Leach-Bliley Act; Health Insurance Portability and Accountability Act; and Federal Red Flags Rules regulations.
3. Contractor shall provide ongoing training to provide its staff with an understanding of regulatory requirements and updates in the laws relative to collection techniques.
4. Contractor shall not, under any circumstances, use any threats, intimidation, or harassment in the collection process or violate any applicable guidelines established by the Federal Trade Commission, the State of Connecticut, or any other state.
5. The Contractor shall submit to CSCU copies of correspondence and/or complaints received from the borrowers within (15) fifteen days of receipt of such information and/or documentation.
6. Throughout the term of the agreement, the Contractor shall carry Employee Surety Bond coverage in an amount not less than \$100,000.00.
7. The Contractor shall not assign any interest in this contract without the express prior written consent of CSCU.

- B. In performing the services described herein, the Contractor agrees to conduct all activities in accordance with the following:
1. Accept accounts for collection on an as-needed basis from each University. The Universities have no obligation to submit any minimum number of accounts during the term of this Agreement
 2. Accept accounts for collection on an as-needed basis from CSCU's contracted third party accounting and billing service, for federally funded Perkins loans. Each University shall authorize the third party accounting and billing service to transmit via "Tape Exchange" or electronic file, in a format approved by the University, to the Contractor the information necessary for the servicing of its delinquent accounts. Such accounts shall be collected by Contractor staff specializing in or specifically trained in the recovery of such accounts;
 3. Begin collection activity on accounts within forty-eight (48) hours of assignment;
 4. Follow up on all accounts by telephone, with follow-up collection letter(s) to the debtor;
 5. Proceed with Skip Tracing, which is the process of locating a borrower's current address and telephone number through a variety of sources, within ten (10) days after the unavailability of a valid address and / or telephone number occurs;
 6. Conduct all activities with confirmation letter(s) sent to the debtor;
 7. Encourage each debtor to pay the total amount due or if that is not possible, Contractor shall request a good faith payment of one-third (1/3) or one half (1/2) the total amount due. Contractor shall continue collection attempts on the remaining balance until the account is collected in full or returned to the University;
 8. Set up either a payment schedule with the debtor or arrange for any payment activity toward elimination of the debt. Copies of written payment agreements shall be submitted to the University;
 9. In the event the Contractor renegotiates a repayment agreement with a borrower, the Contractor shall notify CSCU of this action within fifteen (15) days of the renegotiation of said agreement.
 10. CSCU will not accept any settlement of debt less than 100% of debt. Except in the case of bankruptcy, death of the debtor, or some other provable inability to pay, the Contractor shall work each assigned referral account with diligence for not less than (12) months before returning uncollected accounts to the University, unless:
 - a. A payment agreement has been made for payment beginning within thirty (30) days from the conclusion of the twelve-month period, and the contractor has provided the University with appropriate documentation on file to evidence this agreement;
 - b. Return is requested by CSCU.
 11. The Contractor shall review and return accounts with no current activity within ninety (90) days after reaching twelve (12) months of contractor assignment.
 12. The Contractor shall suspend collection action, either temporarily or permanently, and no fee will be collected, if a University determines at a later date that an amount legitimately qualifies, and it is authorized for, deferment or cancellation.

13. For Perkins loans, exhaust all normal collection efforts before offers of loan consolidation or debt rehabilitation are made, following federal regulations. Rehabilitation and consolidation are programs provided for by the federal government for Perkins loans.
14. Any Perkins (National Defense/Direct) or Nursing Student Loan account returned by the Contractor to a University because of the apparent impossibility of affecting collection shall be accompanied by a statement acceptable to Federal authorities for the purpose of assignment of such account to the appropriate Federal office.
15. For delinquent accounts of the Perkins (National Defense/Direct) and Nursing Student Loan Programs, all related business shall be transacted through the appropriate University office and, with regard to accounts owing for tuition and other items, the contractor shall deal directly with the appropriate University.
16. If the Contractor receives a bad check from a debtor, the Contractor shall not deduct the amount from the next statement but shall correspond directly with the University. The amount of the bad check and any charges incurred from the bad check should appear in a subsequent report to the University.
17. Contractor shall provide Credit Bureau Reporting service on behalf of each University, if requested. When requested, Contractor shall provide credit bureau reporting at the timeframe requested by the University, not to precede the earliest point allowed by law. Authorization in writing shall be given by the University for each account, or blanket authorization for all accounts the University elects to have reported to the credit bureaus.
18. Upon request by a University, Contractor shall remove a credit bureau listing for a debtor upon return of a paid account, as allowed and in adherence to the Fair Credit Reporting Act (FCRA).
19. Contractor expressly acknowledges and agrees that:
 - a. CSCU reserves the right to enter into multiple contracts for credit and collections services.
 - b. CSCU holds the right to submit accounts to Contractor that have previously been placed with other collection agencies, regardless of the age of the debt.
 - c. Contractor fees shall be added to the balance owed by a debtor, prior to the placement of each account with Contractor;
 - d. Upon written request, accounts may be withdrawn by a University, if CSCU or a University makes the determination that withdrawal of an account would be in its own best interest, or upon notice of termination, or upon expiration of the Agreement. Contractor shall not be entitled to fees from monies subsequently collected on a withdrawn or recalled account.

C. Fees and Remittance of Collections:

Collection services shall be provided at no cost to each University. Contractor's fees shall be calculated as a percentage above the debt owed to the university, in accordance with the schedule set forth below, and subject to the conditions herein. Contractor is only entitled to a fee on that portion of the debt actually collected by Contractor. Each University reserves the right to add the fee prior to placing an account with the Contractor. This contract does not guarantee a specific amount of business or income.

Category	Fee	
	Tuition Accounts	Perkins / Federal Loans
Primary Placements	13.04%	22%
Secondary Placements	13.04%	25%
Tertiary Placements	13.04%	25%

1. For tuition accounts and other forms of debt placed for collection by each University, amounts collected by contractor shall be remitted to the University for the gross amount collected from the borrower, net of the contractor's fee. Checks shall be made payable to each University by name. Remittance may be made electronically by EFT (Electronic Funds Transfer), ACH (Automated Clearing House), or Wire Transfer. Contractor is only entitled to a fee on that portion of debt collected by Contractor.
2. For Perkins student loan accounts, all amounts collected by Contractor shall be forwarded directly to CSCU's third party billing service, inclusive of contractor's fee, for deposit with the Office of the State Comptroller. Contractor shall submit an invoice for fees collected to the University, which shall be paid by the University after approval of invoice by the Perkins loan administrator at each University.
3. Amounts paid to the contractor under this agreement shall not exceed \$5,000,000.

D. Records and Reporting:

Contractor shall provide online service access to debtor accounts. Contractor shall maintain a distinct set of records for each University, and each University shall have access to accounts that are relevant to that University only. Contractor shall not maintain one common database unless requested to do so in writing by CSCU. Contractor shall keep each University apprised of activities in regards to collection of their accounts and further agree that:

1. Student loans gross collections shall be electronically reported to CSCU's third party billing service by the Contractor, followed by a report to each university, sorted by debtor, via fax and/or regular mail. The Contractor shall provide the University offices for Perkins (National Defense/Direct) and Nursing Student Loan accounts with a hard copy of the detailed invoice in the total amount of the collections reported. Each University reserves the right to require weekly, bi-weekly, or monthly reporting and remittance at each of the University's discretion.
2. Gross collections shall be reported by the Contractor to each University, by debtor, for tuition and other accounts, and each report shall be accompanied by a check in the total amount of collections reported with all applicable fees removed. Checks shall be made payable to each university by name. Remittance may be made electronically by EFT (Electronic Funds Transfer), ACH (Automated Clearing House), or Wire Transfer.
3. The following reports shall be provided by the Contractor weekly to each University and their third party billing service, unless experience leads both parties to agree that a greater or lesser frequency is preferable. Any reports that include personally identifiable information including, but not limited to social security numbers, shall only be transmitted using a secure medium and shall not be sent by e-mail.

- a. Collection/Remittance Report;
 - b. Debtor Status Report showing date and amount assigned, amount collected and remitted, unpaid balance due, fees earned, and action taken by the Contractor; and
 - c. Updated address and phone number information.
4. The following reports shall be provided by the Contractor monthly to each University unless experience leads both parties to agree that a greater or lesser frequency is preferable:
- a. Acknowledgment Report (a listing of accounts and amounts assigned for collection, with break-down of principal amount and fees)
 - b. Due diligence reports to show credit collection efforts taken; and
 - c. Other reports, including, but not limited to, deletion lists and changes of address or other particulars, as the need arises.
5. Contractor shall use its best efforts to create any other reports requested by the Universities, at the intervals requested by them.
6. Customer Service: At minimum, contractor shall provide live customer service between the hours of 9:00am to 4:00pm eastern time, Monday through Friday, excluding holidays.

E. Implementation:

Contractor agrees to provide account set up and implementation services to each University at no cost. Implementation Services may include, but may not be limited to: Implementation Kickoff Meetings at University offices, to be scheduled on dates and times determined by mutual agreement; Completion of technical set-up of accounts and reports; Training of Contractor personnel on procedures and timelines specific to each University; Training for University staff on the use of web based portals and reports.

F. Family Educational Rights and Privacy Act ("FERPA"):

Contractor agrees that certain student information and education records, ("Education Records"), in whole or in part, that include personally identifiable information (PII) are subject to the guidelines provided in Section 34 C.F.R. §§ 99.1 et seq. of the Federal Regulations adopted pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) and Contractor agrees that it will utilize such Education Records only to perform the services required by this Agreement and for no other purpose. To ensure that CSCU has direct control over Contractor's use and maintenance of Education Records consistent with FERPA, the parties hereby agree as follows:

1. CSCU agrees to allow Contractor access only to those portions of Education Records for which Contractor has a legitimate educational interest and solely for the purpose of completing the work outlined in the Contract. Specifically, access shall be limited to the following: Education Records collected and/or maintained in connection with student loan accounts or other forms of educational related debt, and related financial and personal information.

2. Contractor agrees and acknowledges that Education Records are protected by and subject to the requirements of FERPA. Contractor shall keep such Education Records strictly confidential and recognizes that it shall not re-disclose such Education Records without the express written consent of the CSCU. Further, Contractor agrees that it will remain current with applicable FERPA requirements.
3. Contractor agrees to access and use the Education Records solely for the purpose of completing the tasks agreed to in the Agreement, and that all reports, data, studies, and analyses created by Contractor pursuant to the Agreement are the sole property of CSCU and will not be disclosed by Contractor to anyone but CSCU.
4. Contractor agrees that CSCU must fully comply with the requirements of FERPA. Therefore, CSCU reserves the right to refuse to disclose records when CSCU deems such disclosure may violate the requirements of FERPA and its regulations. Contractor agrees that its use and access to Education Records is within the CSCU's sole discretion and that CSCU shall completely control Contractor's use of and access to such records;

Contractor expressly agrees to:

- a. Limit access to the Education Records to Contractor employees who have a legitimate educational interest in the information and identify those individuals.
 - b. Prohibit disclosure of Education Records.
 - c. Require all of its subcontractors and agents that receive, use or have access to the Education Records to implement reasonable and appropriate security safeguards to protect Education Records and make those subcontractors agreements available for review upon request.
 - d. Return to CSCU all confidential information and destroy Education Records under its control at the termination or expiration of the contract.
5. Contractor agrees to implement and maintain a comprehensive data-security program for the protection of Education Records disclosed pursuant to the Agreement. Contractor agrees that its data security program shall be consistent with and comply with standards no less rigorous than those set forth in all applicable federal and state laws, regulations, and business guidance issued by the Department of Education and Federal Trade Commission to protect data from unauthorized access, destruction, use, modification or disclosure. Such data security program shall include, but not be limited to the following:
 - a. A security policy for employees related to the storage, access and transportation of data containing Education Records;
 - b. Reasonable restrictions on access to records containing Education Records, including access to any locked storage where such records are kept;
 - c. A process for reviewing policies and security measures at least annually;
 - d. Creating secure access controls to Education Records, including but not limited to passwords and encryption techniques, to preserve the confidentiality and integrity of all Education Records; and,
 - e. Prohibiting any downloading or storage of Education Records to individual user desktops, mobile or storage devices.

6. Contractor names the following individual as the custodian of Education Records: Paul Mello
7. Contractor agrees that it shall comply with the requirements of FERPA and its regulations regarding the destruction and disclosure of student information. Contractor agrees to destroy all Education Records obtained from the above-referenced education records as soon as all analysis has been performed, or when the information is no longer needed, whichever date comes first. Contractor agrees that all versions of such information and data, electronic, paper, or otherwise, will be destroyed pursuant to Department of Defense data destruction standards, not to include the physical destruction of the hard drives, and that Contractor will provide CSCU with written confirmation of the destruction of the data. Contractor agrees it will not share, sell, rent, use or disclose Education Records with or to any third parties without the express written consent of CSCU.
8. In the event of a data breach, Contractor shall promptly notify CSCU of such breach. The parties agree that a data breach shall (i) have occurred upon any actual, probable, or reasonably suspected misuse, compromise or unauthorized access of Education Records; or (ii) presumably occurred upon discovery of a physical trespass of a secure area, electronic systems intrusion or hacking, loss or theft of notebook, desktop or other electronic mobile device, hard drive or information storage device, loss or theft of printed materials, receipt of complaint of violation of privacy policies.
 - a. CSCU reserves the right to immediately suspend data transmission between the parties in the event of a breach until Contractor can demonstrate that it has remedied the cause of the breach.
 - b. CSCU reserves the right to investigate or require Contractor to conduct an investigation and report of the breach, at its own expense.
 - c. CSCU reserves the right to manage and mitigate the impact of any breach; however, Contractor shall be solely responsible for any costs associated with a breach, including those related to managing and mitigating the impact of such breach.
9. CSCU reserves the right to monitor Contractor to affirm that Contractor has the appropriate policies and practices in place to ensure the protection of Education Records. CSCU reserves the right to perform audits at its expense to the extent necessary to ensure compliance with the terms of this agreement. Contractor agrees to cooperate in the performance of such audits.
10. If required to disclose Education Records by law, Contractor shall immediately provide CSCU notice so that CSCU may seek a protective order.
11. These provisions shall survive the termination, cancellation or expiration of the contract.

G. Confidentiality:

Contractor shall use all means possible to safeguard any and all data in its care. Contractor shall maintain a payment management system that insures that all payments are secured, properly recorded, and posted to the correct account. Contractor shall comply with the requirements of the Gramm-Leach-Bliley Act ("GLB"), 15 U.S.C. § 6801, et seq., and the rules and regulations promulgated thereunder, as detailed in Attachments 1 and 2, attached hereto and made a part hereof.

H. Additional Services:

Contractor shall provide additional services to the CSCU Universities, the CSCU System Office, the Community Technical Colleges, or Charter Oak State University upon request, which may include but not be limited to: customized seminars or workshop presentations, creation of new or unique accounts, implementation of international collections, or other credit and collection services not already described

herein. Any such services shall be based upon mutual agreement of the parties and a written, signed statement of work ("SOW").

III – TERM AND TERMINATION

This Agreement shall commence on January 1, 2020 upon approval by both parties and the Connecticut Office of the Attorney General and shall continue in effect until December 31, 2024 unless terminated earlier in accordance with the provisions of Section IV.E. CSCU reserves the right to extend the term of this agreement for an additional five (5) years or any portion thereof by written agreement of the parties and approval of Connecticut Office of the Attorney General. All accounts, and any documentation or information pertaining to all activities executed on each account shall be returned to CSCU within thirty (30) days from the date of termination, or expiration, of the Agreement.

IV - OTHER TERMS AND CONDITIONS

A. Claims Against The State:

The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

B. Indemnification and Insurance:

- (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) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; 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, Acts 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 confidentiality of any part of or all of the Contractor's bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopied compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) 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.
- (d) 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 contributed to the Acts giving rise to the claims.
- (e) 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 name the State as an additional insured on the policy and shall provide a copy of the policy to the University prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the University. The University shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the University or the State is contributorily negligent.
- (f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

C. Sovereign Immunity:

The parties acknowledge and agree that nothing in this 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 this Contract. To the extent that this section conflicts with any other section, this section shall govern.

D. Forum and Choice of Law:

The parties deem the Contract 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.

E. Termination:

- (a) Notwithstanding any provisions in this contract, the University, through a duly authorized employee, may terminate the contract whenever the University makes a written determination that such termination is in the best interests of the State. The University shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
- (b) Notwithstanding any provisions in this contract, the University, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
 - i. Breach. If either party breaches the 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, any other time period which the University sets forth in the notice shall trump the ten (10) days. 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 termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the University believes that the Contractor has not performed according to the contract, the University may withhold payment in whole or in part pending resolution of the performance issue, provided that the University notifies the Contractor in writing prior to the date that the payment would have been due.
- (c) The University shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the University for purposes of correspondence, or by hand delivery. Upon receiving the notice from the University, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the University all records. The records are deemed to be the property of the University and the Contractor shall deliver them to the University 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 University for the records. 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) Upon receipt of a written notice of termination from the University , the Contractor shall cease operations as the University directs in the notice, and take all actions that are necessary or appropriate, or that the University may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the University directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The University shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the University in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the University is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the University, the Contractor shall assign to the University, or any replacement Contractor which the University designates, all subcontracts, purchase orders and other commitments, deliver to the University all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the University may request.
- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, the University may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
- (g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
- (h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the University.

F. Nondiscrimination:

- (a) For purposes of this Section, the following terms are defined as follows:
 - 1) "Commission" means the Commission on Human Rights and Opportunities;
 - 2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - 3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - 4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - 5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - 6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - 7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - 8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - 9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and

policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and

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

For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- (c) Determination of the Contractor’s good faith efforts shall include, but shall not be limited to, the following factors: The Contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-

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

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

G. Executive Orders:

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 the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the University shall provide a copy of these orders to the Contractor.

H. Campaign Contribution restrictions:

For all State contracts as defined in C.G.S. § 9-612(f) the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission (SEEC) notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Form reproduced and inserted below. See Notice below.

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

This notice is provided under the authority of Connecticut General Statutes §9-612(f)(2) and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined below*):

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil penalties: Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties: Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

I. Quality Surveillance, Examination of Records and Inspection of Work:

Pursuant to C.G.S. §§ 4e-29 and 4e-30, all services performed by the Contractor and all records pertaining to this contract shall be subject to the inspection and approval of the State and the State Contracting Agency at reasonable times.

J. Assignment:

This contract shall not be assigned by either party without the express prior written consent of the other.

K. Professional Standards:

In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to the CSCU in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said CSCU, such services as the CSCU requests, provided in this contract.

L. Federal and State statutes and regulations:

In performing services pursuant to this contract, Contractor, its employees and representatives shall at all times comply with all applicable federal and state statutes and regulations, including, but not limited to, the Gramm-Leach –Bliley Act, the Family Educational Rights and Privacy Act (“FERPA”) and related State Contracting Agency Policies, in the protection of all personally identifiable and other protected confidential information and non-directory student data.

M. Entire Agreement:

This written contract, including attachments 1 and 2, shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by CSCU. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

N. Confidential Information

- (a) The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.
- (b) For purposes of this Agreement, the term “Confidential Information” shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

O. Summary of State Ethics Laws:

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.

P. Whistleblower:

This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this 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 provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

Q. Disclosure of Records:

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

By the Contractor (Documentation granting authorization to sign must be attached).

Windham Professionals Inc.

Contractor (Corporate/Legal Name of Contractor)

Signature (Authorized Official)

Date

10/29/19

Dave Lubets chief operating officer

(Typed/Printed Name and Title of Authorized Official)

By the State Contracting Agency

Statutory Authority C.G.S. 10a-6, 4a-52a, 10a-151b

Connecticut State Colleges and Universities

Contracting Agency Name

Signature (Authorized Official)

Date

11/1/19

Benjamin Barnes, chief financial officer

(Typed/Printed Name and Title of Authorized Official)

By the Connecticut Attorney General (approved as to form)

Signature

Date

11/14/19

Joseph Rubin

ASST. DEPUTY ATTY. GENERAL

(Typed/Printed Name)

Assistant / Associate Attorney General

ATTACHMENT 1

STATE OF CONNECTICUT CONSTITUTITE UNITS OF HIGHER EDUCATION CONFIDENTIAL INFORMATION ADDENDUM

This Addendum (“Addendum”) supplements, modifies, and is hereby incorporated into the existing agreement known as Windham Professionals, Inc. credit and collection services (“Agreement”), entered into by and between Windham Professionals, Inc.(hereinafter “Service Provider”) and the Connecticut State Colleges and Universities.

University and Service Provider mutually agree to modify the Agreement to incorporate the terms of this Addendum to comply with the requirements of the Gramm-Leach-Bliley Act (“GLBA”) dealing with the confidentiality of customer information and its Safeguards Rule. If any conflict exists between the terms of the original Agreement and this Addendum, the terms of this Addendum shall control.

1. Definitions:

- a. *Covered Data and Information* includes *Customer Financial Information* (defined below) required to be protected under the GLBA as well as any credit card information received in the course of business by the University, whether or not such credit card information is covered by the GLBA. Covered data and information includes both paper and electronic records.
- b. *Customer Financial Information* is that information that University has obtained from a customer (including the student or the student’s parent or legal guardian) in the process of offering a financial product or service, or provided to the University by another financial institution. Offering a financial product or service includes processing student loans for students, receiving income tax information from a student’s parent when offering a financial aid package, and other miscellaneous financial services as defined in 12 C.F.R. § 225.28. Examples of student financial information include addresses, phone numbers, bank and credit card account numbers, income and credit histories, account balances, and Social Security numbers, embodied in both paper and electronic formats.

2. Acknowledgment of Access to Covered Data and Information: Service Provider acknowledges that its performance under the Agreement requires it to access, handle and/or maintain the following categories of Covered Data and Information:

Data and information collected and/or maintained in connection with student loan accounts and related financial and personal information

3. Prohibition on Unauthorized Use or Disclosure of Covered Data and Information: Service Provider agrees to hold the Covered Data and Information in strict confidence. Service Provider shall not use or disclose Covered Data and Information received from or on behalf of University except as permitted or required by the Agreement or this Addendum, as required by law, or as otherwise authorized in writing by University.

4. Safeguard Standard: Service Provider agrees that it will protect the Covered Data and Information it receives from or on behalf of University according to commercially acceptable standards and no less rigorously than it protects its own confidential information.
5. Return or Destruction of Covered Data and Information: Upon the termination, cancellation, expiration or other conclusion of the Agreement, Service Provider shall:
 - a. Return to the University or, if return is not feasible, destroy all Covered Data and Information in whatever form or medium that it received from University or generated based on information received from University. This provision shall also apply to all Covered Data and information that is in the possession of subcontractors or agents of Service Provider. In such case, Service Provider shall retain no copies of such information, including any compilations derived from and allowing identification of Covered Data and Information. Service Provider shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, Service Provider shall certify in writing to University that such return or destruction has been completed.
 - b. If Service Provider believes that the return or destruction of Covered Data and Information is not feasible within thirty (30) days of such determinations, Service Provider shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, Service Provider shall extend the protections of this Addendum to Covered Data and Information received from or created on behalf of University indefinitely, and limit further uses and disclosures of such Covered Data and Information, for so long as Service Provider maintains the Covered Data and Information.
6. Term and Termination:
 - a. This Addendum shall take effect upon the effective date of this agreement.
 - b. In addition to the rights of the parties established by the underlying Agreement, if University reasonably determines in good faith that Service Provider has materially breached any of its obligations under this Addendum, University, in its sole discretion, shall have the right to:
 - (i) exercise any of its rights to reports, access and inspection under the Agreement and/or this Addendum; and/or
 - (ii) require Service Provider to submit to a plan of monitoring and reporting, as University may determine necessary to maintain compliance with this Addendum; and/or
 - (iii) provide Service Provider with a fifteen (15) day period to cure the breach; and/or
 - (iv) terminate the Agreement immediately if Service Provider has breached a material term of this Addendum and there is no opportunity to cure such breach.

- c. Before exercising any of the above options, University shall provide written notice to Service Provider describing the violation and the action it intends to take.
7. Subcontractors and Agents: If Service Provider provides any Covered Data and Information which was received from, or created for, University to a subcontractor or agent, then Service Provider shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Service Provider by this Addendum.
8. Maintenance of the Security of Electronic Information: Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Covered Data and Information received from, or on behalf of, University.
9. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: Service Provider shall report to University any use or disclosure of Covered Data and Information not authorized by this Addendum or in writing by University. Service Provider shall make the report to University not less than one (1) business day after Service Provider learns of such use or disclosure. Service Provider's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Covered Data and Information used or disclosed, (iii) to the extent determinable, who made the unauthorized use or received the unauthorized disclosure, (iv) what Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Service Provider has taken or shall take to prevent future similar unauthorized use or disclosure. Service Provider shall provide such other information, including a written report, as reasonably requested by University.
10. Indemnity. Service Provider shall defend and hold University harmless from all claims, liabilities, damages, or judgments involving a third party, including University's costs and attorney fees, which arise as a result of Service Provider's failure to meet any of its obligations under this Addendum.
11. Survival. The respective rights and obligations of Service Provider under Sections 5, 7, 8, 9, and 10 of this Addendum shall survive the expiration or termination of this Agreement.

ATTACHMENT 2

AGREED SPECIFICATION OF SERVICES REGARDING THE DUTY TO SAFEGUARD PRIVATE INFORMATION AND CONFIDENTIALITY (Confidentiality Agreement)

These specifications serve to document agreed upon requirements regarding the duty to safeguard data that is or may become available to Contractor in the course of providing services to and/or on behalf of the *University*.

Contractor shall comply with the following requirements unless otherwise directed by law or judicial and/or administrative order or prohibited from complying by law or judicial and/or administrative order:

1. STUDENT DATA

In the course of performing work for or on behalf of the *University*, Contractor may have access to data associated with prospective and/or enrolled students. Such information may be subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq. and the regulations promulgated thereunder at 34 C.F.R. Part 99. Regardless of format or medium (e.g., electronic, paper, audio, video), such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Agreement to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under the terms of this Agreement.

Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all *University* data received from, or on behalf of the *University*. These measures shall be extended by contract between Contractor and all subcontractors used by Contractor who may encounter *University* data. In the event any person(s) seek to access protected and confidential data or information, whether in accordance with FERPA or other federal or relevant state law or regulations, that Contractor will promptly inform the *University* of such request in writing. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the *University*. Contractor shall not provide direct access to such data or information or respond to individual requests. All requests and all data or information retrieved by Contractor in response to such requests shall be provided to the *University*. It shall be the *University's* sole responsibility to respond to requests for data or information received by Contractor regarding *University* data or information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall provide immediate notification to the *University* of its receipt of such court order or lawfully issued subpoena and shall promptly provide the *University* with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information.

2. PERSONALLY IDENTIFIABLE DATA NOT OTHERWISE COVERED BY FERPA

a) The data available to Contractor in the course of providing technical support to or on behalf of the *University* shall be considered Confidential Information, unless the *University* indicates otherwise in writing. Such Confidential Information may contain data associated with students, faculty, staff, customers, clients, members of the public, or other individuals affiliated with the CSCU and *University*. Information related to such individuals may be protected by federal and/or state laws and regulations, and/or established industry standards. In particular, the contents of such data or information stored and maintained by Contractor may be protected by the Health Insurance Portability and Accountability Act ("HIPAA"), Gramm-Leach Bliley Act

("GLBA"), Electronic Communications Privacy Act (ECPA), federal Red Flags Rule regulations, Federal Trade Commission regulations, Internal Revenue Service regulations and/or other state or federal laws as amended from time to time, and/or by the Payment Card Industry Data Security Standards (PCIDSS), as amended or updated from time to time.

b) Data or information to which Contractor may become privy in conducting its work for or on behalf of the *University* shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Agreement.

c) In the event any person(s) seek to access protected and confidential data or information, such access shall be through the *University*, and Contractor shall only retrieve such data or information as identified by the *University* or as otherwise required by federal and/or state law. Contractor shall not provide direct access to such data or information or respond to individual requests.

d) Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall promptly inform the *University* of its receipt of such court order or lawfully issued subpoena prior to releasing the requested data or information.

3. BREACH OF CONFIDENTIALITY¹

The parties agree that any breach of the confidentiality obligations set forth in this Agreement may result in cancellation of this Agreement and/or the ability of Contractor to perform work for or on behalf of the *University*.

For purposes of this Agreement, "Unauthorized Access," means unauthorized access to or acquisition of electronic files, media, databases or computerized data containing personal information when access to the personal information has not been secured by encryption or by any other method or technology that renders the personal information unreadable or unusable.

In the event that a security breach occurs, Contractor agrees to the following:

(i) Contractor shall immediately notify *University* in the event Contractor has knowledge that Unauthorized Access to Confidential Information has been, or may have been, obtained, and Contractor shall immediately take such measures as are reasonably necessary, or requested by *University*, to identify the cause, impact and contain such Unauthorized Access (the "Mitigation Measures").

(ii) To the extent the Unauthorized Access resulted from the negligent acts or omissions, gross negligence and/or willful misconduct of Contractor or its subcontractors or employees, or from Contractor's failure to comply with the terms of this Agreement, Contractor shall, notwithstanding section 1.10, (a) be responsible for the costs of the Mitigation Measures; (b) shall take such actions, and be responsible for the costs therefor, as are necessary to mitigate any damage caused, or that may be caused, by such Unauthorized Access, including, but not limited to, providing identity theft protection for a period of not less than two (2) years to those affected or potentially affected by the Unauthorized Access; and (c) shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut, from and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from such Unauthorized Access.

4. NOTIFICATION

For the purpose of notification to the *University* of an actual or potential security breach, the following individuals, or their successors, should be contacted, by phone, e-mail and in writing:

Joe Tolisano, Chief Information Officer – 61 Woodland Street, Hartford, CT 06105

E-mail: tolisanoj@ct.edu and telephone # (860) 723-0125

5. RETURN/DESTRUCTION OF DATA

Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all data or information received from the *University* in a manner as may be determined between the parties in accordance with agreed upon standards and procedures. Contractor shall not retain copies of any data or information received from the *University* once the *University* has directed Contractor as to how such information shall be returned to the *University* and/or destroyed. Furthermore, Contractor shall ensure that it disposes of any and all data or information received from the *University* in the agreed upon manner that the confidentiality of the contents of such records has been maintained. If Contractor destroys the information, Contractor shall provide the *University* with written confirmation of the method and date of destruction of the data.

6. PROTECTION OF CONFIDENTIAL INFORMATION

Contractor agrees that it shall not disclose, provide or otherwise make available proprietary or Confidential Information disclosed to Contractor by the *University* to any person other than authorized employees, and those employees or agents of Contractor whose use of or access to the Confidential Information is necessary in connection with the work being performed by Contractor for or on behalf of the *University*. Contractor further agrees that it shall not use Confidential Information for any purpose other than in the performance of the work being conducted for or on behalf of the *University*. Contractor shall use all commercially reasonable precautions to protect the confidentiality of the Confidential Information, and shall ensure that all employees, agents or contractors of Contractor having access to the Confidential Information understand the commercially reasonable precautions in place, and agree to abide by such precautions.

7. IDENTITY THEFT PREVENTION

In an effort to combat identity theft, the *University* maintains a comprehensive Identity Theft Prevention Program with a goal of protecting the personal information of students, employees, affiliates and customers. In the course of performing its duties under this Agreement and through its work for or on behalf of the *University*, Contractor may collect, access and/or receive personal information pertaining to *University* students, employees, affiliates and customers that can be linked to identifiable individuals (hereinafter "Personal Information"). Such Personal Information is Confidential Information of the *University*. It is the *University's* expectation that Contractor will assist the *University* in its identity theft prevention efforts under the *University's* Identity Theft Prevention Program. Contractor shall collect, access, receive and/or use such Personal Information solely for the purposes of conducting its work for or on behalf of the *University* and otherwise in compliance with any and all applicable federal and/or state laws. Additionally, Contractor shall safeguard such information in compliance with all applicable federal and state laws, including but not limited to the Fair Credit Transactions Act of 2003 and any regulations promulgated thereunder (e.g., Red Flags Rule regulations), including implementing appropriate policies or procedures for detecting and identifying possible identity theft and similar fraudulent or potentially fraudulent activities, and notify the *University* of any such suspicious activities. For the purpose of notification to the *University*, upon identification of a potential or actual issue of identity theft, Contractor shall immediately contact: Joe Tolisano, Chief Information Officer – Contact information found above.

The provisions of this Confidentiality Agreement shall survive the expiration or earlier termination of the Agreement.



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

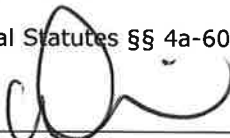
an oath. I am Dave Lubets of Windham Professionals, Inc., an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of New Hampshire.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

Windham Professionals, Inc. and that Windham Professionals, Inc.
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.


Authorized Signatory

Dave Lubets
Printed Name

Sworn and subscribed to before me on this 25th day of September, 2019.


Commissioner of the Superior Court/ Notary Public

January 27, 2021
Commission Expiration Date

STEPHANIE M MAILHOT-PHILLIPS
Notary Public-New Hampshire
My Commission Expires
January 27, 2021



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)

Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or 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 request 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.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
			0	
			0	
			0	
			0	
			0	
			0	

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
			0	
			0	
			0	
			0	
			0	
			0	

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Windham Professionals, inc.
 Printed Contractor Name

[Signature]
 Signature of Authorized Official

Dave Lubets
 Printed Name of Authorized Official

Subscribed and acknowledged before me this 25th day of September, 2019
[Signature]
 Commissioner of the Superior Court (or Notary Public)

January 27th, 2021
 My Commission Expires

STEPHANIE M MAILHOT-PHILLIPS
 Notary Public-New Hampshire
 My Commission Expires
 January 27, 2021



STATE OF CONNECTICUT
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE
AUTHORIZED TO EXECUTE CONTRACT

Certification to accompany a State contract, having a value of \$50,000 or more, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below 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.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Windham Professionals, Inc.
 Contractor Name

Connecticut State Colleges and Universities
 Awarding State Agency

[Signature]
 State Agency Official or Employee Signature

11/1/19
 Date

Benjamin Barnes
 Printed Name

Chief Financial officer
 Title

Sworn and subscribed before me on this 1 day of November, 2019
Pamela Coleman
 Commissioner of the Superior Court
 or Notary Public
7-31-24
 My Commission Expires

PAMELA COLEMAN
NOTARY PUBLIC - State of Connecticut
My Commission Expires
July 31, 2024



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: 9/25/19]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Dave Lubets, Executive VP Sales/Operations
Consultant's Name and Title

Windham Professionals, Inc.
Name of Firm (if applicable)

January 1, 2020
Start Date

December 31, 2024
End Date

Cost

Description of Services Provided: Debt Collections

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

If YES: _____
Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Windham Professionals, Inc.

September 25, 2019

Printed Name of Bidder or Contractor

[Signature]
Signature of Principal or Key Personnel

Date

Dave Lubets
Printed Name (of above)

Awarding State Agency

Sworn and subscribed before me on this 25th day of September, 2019.

[Signature]
Commissioner of the Superior Court
or Notary Public

January 27th, 2021
My Commission Expires

STEPHANIE M MAILHOT-PHILLIPS
Notary Public-New Hampshire
My Commission Expires
January 27, 2021



STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Signature Date September 25, 2019

Dave Lubets Printed Name Executive VP of Operations & Sales Title

Windham Professionals, Inc.
 Firm or Corporation (if applicable)

380 Main Street Street Address Salem City NH State 03079 Zip

Awarding State Agency



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: Windham Professionals, Inc.

INSTRUCTIONS:

- CHECK ONE: [X] Initial Certification. [] Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- [X] Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process. [] Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes; 2) "Respondent" means the person whose name is set forth at the beginning of this form; and 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

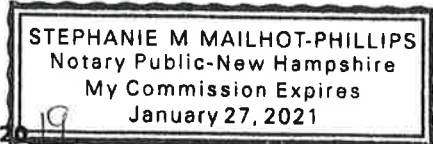
- [X] Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010. [] Respondent has either made direct investments of twenty 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, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Dave Lubets Printed Respondent Name

Dave Lubets Printed Name of Authorized Official

Signature of Authorized Official



Subscribed and acknowledged before me this 25th day of September, 2019

Stephanie Mailhot-Phillips Commissioner of the Superior Court (or Notary Public)

January 27th, 2021 My Commission Expires