



Original Contract Number:	20OECB2301ASD		
Amendment Number:	_____		
Maximum Contract Value:	\$800,000.00		
Contractor Contact Person:	Jeffrey S. Bravin	Tel: (860) 570-2307	
OEC Program:	Alice Ridgway	Tel: (860) 500-4403	

STATE OF CONNECTICUT
PURCHASE OF SERVICE CONTRACT
 (“POS”, “Contract” and/or “contract”)
 Effective July 1, 2019
 Revised October 19, 2018

The State of Connecticut OFFICE OF EARLY CHILDHOOD
 Street: 450 COLUMBUS BOULEVARD, 3rd FLOOR
 City: HARTFORD State: CT Zip: 06103
 Tel#: (860) 500-4412 (“Agency” and/or “Department”), hereby enters into a Contract with:

Contractor’s Name: AMERICAN SCHOOL FOR THE DEAF, INC.
 Street: 139 NORTH MAIN STREET
 City: WEST HARTFORD State: CT Zip: 06107
 Tel#: (860) 570-2307

(“Contractor”), for the provision of services outlined in Part I and for the compliance with Part II. The Agency and the Contractor shall collectively be referred to as “Parties”. The Contractor shall comply with the terms and conditions set forth in this Contract as follows:

Contract Term	This Contract is in effect from 07/01/20 through 06/30/25 .
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 4-8, 10-500, and 17a-210 of the Connecticut General Statutes (“C.G.S.”).
Set-Aside Status	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
Effective Date	This Contract shall become effective only as of the date of signature by the Agency’s authorized official(s) and, where applicable, the date of approval by the Office of the Attorney General (“OAG”). Upon such execution, this Contract shall be deemed effective for the entire term specified above.
Contract Amendment	The parties, by mutual agreement, may amend Part I of this contract only by means of a written instrument signed by the Agency and the Contractor, and, if required, approved by the Office of the Connecticut Attorney General. Part II of this Contract may be amended only in consultation with, and with the approval of, the Office of the Connecticut Attorney General and the State of Connecticut, Office of Policy and Management (“OPM”) in accordance with the section in this Contract concerning Contract Amendments.

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively called “Notices”) shall be deemed to have been effected at such time as the Notice is hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, sent by email, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the Agency: STATE OF CONNECTICUT OFFICE OF EARLY CHILDHOOD BIRTH TO THREE PROGRAM 450 COLUMBUS BOULEVARD HARTFORD, CT 06103 Attention: Alice Ridgway	If to the Contractor: AMERICAN SCHOOL FOR THE DEAF, INC. 139 NORTH MAIN STREET WEST HARTFORD, CT 06107 Attention: Jeffrey S. Bravin
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A party may modify the addressee or address for Notices by providing fourteen (14) days’ prior written Notice to the other party. No formal amendment is required.

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PART I. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, PROGRAM-SPECIFIC AND AGENCY-SPECIFIC SECTIONS

The Contractor shall provide the following specific services for the **BIRTH TO THREE PROGRAM** (“Program”) and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget. No sections in this Part I shall be interpreted to negate, supersede or contradict any section of Part II. In the event of any such inconsistency between Part I and Part II, the sections of Part II shall control.

A. DEFINITIONS AND ACRONYMS.

1. **Contract period:** July 1, 2020 – June 30, 2025.
2. **Early Intervention Services (EIS):** Services and supports, as set forth in the Connecticut Early and Periodic Screening, Diagnosis, and Treatment State Plan Amendment located at https://portal.ct.gov/-/media/Departments-and-Agencies/DSS/Health-and-Home-Care/Birth-to-Three/SPA_17_019_Early_Intervention_Services.pdf?la=en, and State Regulations concerning Early Intervention Services for Infants and Toddlers and Their Families for the Birth to Three System located at <https://www.birth23.org/files/AboutB23/StateRegs.pdf>.
3. **Program:** A Birth to Three EIS Program provided by the Contractor.
4. **OEC:** The Connecticut Office of Early Childhood.
5. **Birth to Three website:** www.birth23.org or other URL as provided by the OEC.
6. **Child(ren):** a child or children referred to or enrolled in the Birth to Three System.
7. **Parent:** As defined in 34 CFR§ 303.27 an adult with whom the Child(ren) lives, who is responsible for the Child’s welfare.
8. **Family:** a unit of Parent and Child(ren).
9. **Client:** any Child, Parent, or Family applying for or receiving services under this contract.
10. **DHH:** Deaf / Hard of Hearing.
11. **ASD:** Autism Spectrum Disorder.
12. **Evidence Based Practices (EBP):** practices that rely on scientific and mathematical evidence to form strong inductive or deductive arguments for guidance and decision-making, which include ones identified by the OEC in the Training and Supervision Procedure such as natural learning environment practices, coaching, and primary service provider approach to teaming.
13. **Specialty Designation:** An approval process whereby the OEC confirms that the Contractor specializes in an area as defined by the OEC such as DHH, ASD, or EBP.
14. **Natural Learning Environment:** The places and activities that are natural for the Family, during which Child learning takes place.
15. **IFSP:** Individualized Family Service Plan as required for Families of eligible Children describing the Family’s strengths, needs, desired outcomes, and the supports they will receive to address their outcomes.
16. **PSP or Primary Service Provider:** a member of the family’s IFSP team as the main liaison who supports the family in achieving outcomes.
17. **Master Coach:** A coach who has reached fidelity as a family coach, has had additional training as a Master Coach, and is able to support other coaches in their learning.
18. **Practitioner:** Within an EIS Program, an individual who provides EIS.
19. **Service Coordination:** Coordination of the Family’s supports by the person on the team who is also a primary service provider.
20. **System:** The Statewide Birth to Three System of Supports.
21. **Data System:** OEC’s Birth to Three Information System for Case Management and Billing.
22. **IDEA:** Federal Individuals with Disabilities Education Act.
23. **FERPA:** Federal Family Educational Rights and Privacy Act (34 CFR Part 99).
24. **HIPAA:** Federal Health Insurance Portability and Accountability Act of 1996, as amended from time to time.
25. **OSEP:** Federal Office of Special Education Programs.
26. **Screening:** Developmental Screening prior to the completion of a multidisciplinary evaluation.
27. **Service Area:** A list of towns maintained by the OEC where the Contractor shall provide services.
28. **AT:** Assistive Technology.
29. **Subcontractor:** for the purposes of this contract, any entity that receives funds or provides EIS or other Program services for Clients on behalf of the Contractor.

B. DESCRIPTION OF SERVICES.

1. The Contractor agrees to operate one or more Birth to Three Programs in compliance with the requirements of the IDEA and its regulations, Connecticut General Statute § 17a-248 and any other rules, regulations, policies, procedures, and guidelines issued by the OEC as updated from time to time, during the contract period.
2. The OEC shall make its Birth to Three Policies, Procedures and Guidance Documents available to the Contractor through the Birth to Three website.
3. **Referrals and Transfers.**
 - a. The Contractor will accept referrals and provide services and supports to families from the Contractor's agreed-upon service area. The service area list can be revised in writing from time to time only by mutual written agreement of the Contractor and the OEC. The service area may be different for each approved specialty designation.
 - b. The Contractor agrees to accept referrals on all days when the Contractor is open for business, as delineated in C.6 below, during the contract period only from the single point of entry intake contractor authorized by the OEC.
 - c. The Contractor shall contact referred Families within one business day of the referral.
 - d. **Transfers.**
 - i. The Contractor agrees to provide Families the opportunity to change to another available EIS program at any time and particularly after the initial evaluation described in 4.c.ii. below.
 - ii. If in lieu of transferring to another program the Family requests a change of the Primary Service Provider or other team member, also known as a practitioner, the Contractor agrees to make every effort to resolve any concerns or meet this request. Families may file complaints or request mediation by following procedures located on the Birth to Three Website at https://www.birth23.org/wp-content/uploads/procedures/dispute_resolution.doc
 - iii. The Contractor shall assist the Family in transferring to another Program only if the Family so chooses, in accordance with the transfer procedure located on the Birth to Three website. If there are IFSP services that were not delivered to a Child or Family prior to transfer due to staff or subcontractor reasons and the Family had not given written consent in the IFSP to forego those services, provision of those services prior to the child's third birthday will be delineated between the transferring and receiving programs prior to the transfer date.
 - e. The Contractor agrees to accept transfers from other Contractors operating Birth to Three Programs and to provide Program supports to the Family of any child found eligible until or unless the Contractor is not accepting new referrals or is not able to support the Family.
 - f. It is the responsibility of the Contractor to indicate, through the Data System:
 - i. whether it is able to accept new referrals and transfers by rotation; and
 - ii. whether it is able to accept new referrals and transfers based on a parent request.
 - g. For purposes of automatically accepting new referrals and transfers, the Contractor may indicate availability by a single town, or by groupings of towns as available in Data System.
 - h. When all contractors for a particular town have indicated in the Data System that they are no longer accepting referrals or transfers through the rotation process, Child Development Infoline will send new referrals for that town to the Birth to Three contractors on a rotating basis. Consideration will be given to the size of the program and the areas of concern when possible. The Contractor will still be responsible for contacting the

Family within one business day of receipt of the referral to confirm receipt and to share information about who to call with questions.

- i. The OEC may revisit the assignment of towns for referrals based on the Contractor's history of accepting and responding to referrals in a timely manner.
- j. With the exception of unanticipated consultations, assessments, make up visits or staff coverages, the Contractor agrees to only provide EIS to families with IFSPs. The Contractor shall not provide additional services beyond those proposed by the IFSP team.

4. **Screening, Evaluation and Assessment.**

- a. The Contractor must offer to complete all screenings, evaluations, and initial assessments in the Child's natural learning environment. The Contractor is responsible for selecting and purchasing the normed, standardized instruments to be used in multidisciplinary evaluations and assessments from a list approved by the OEC. When new versions of any instrument are published, the Contractor must begin using the newest version within twelve months of publication.
- b. **Screening.** When so directed by the Department and with Parent consent, the Contractor may conduct a comprehensive developmental screening of referred Child if the child does not have a diagnosed medical condition as listed on the Birth to Three website and updated from time to time that would make the Child automatically eligible for Birth to Three supports. Contractors will use screening instruments specified by the OEC and may be conducted by any qualified personnel trained in the use of the instrument, as specified in the Personnel Standards procedure located on the Birth to Three website.
- c. **Evaluation, Program Eligibility and Assessment.**
 - i. The Contractor shall schedule all evaluations or assessments during normal work hours Monday through Friday, and may also schedule such during other hours to meet the needs of the Family or Child.
 - ii. **Evaluation.**
 - a) A Child who passes the screening in accordance with criteria issued by the OEC does not require a multidisciplinary evaluation unless specifically requested by the parent.
 - b) With written consent by the Parent, and in compliance with the IDEA, the Contractor will conduct an in-person multidisciplinary evaluation for each Child referred to determine eligibility for Program services.
 - c) Each eligibility determination for a Child 16 months of age or older will include administration of an approved autism screening instrument unless the Child has already been diagnosed with an ASD.
 - iii. **Approved Instruments.** The commercially-available normed, standardized instrument used in the eligibility determination must be from a list approved by the OEC and must be the most recent published version.
 - iv. **Assessment.** If the Child is deemed eligible for Program services after the evaluation, an initial multidisciplinary assessment must be completed to assist in the development of the initial IFSP. Ongoing assessments shall be completed as needed as part of IFSP reviews and to update curricula as described in related procedures on the Birth to Three website.

- 5. **Service Coordination** is services provided by a service coordinator to assist and enable an infant or toddler with a disability and the Child's Family to receive the services and rights, including procedural safeguards, required under this IDEA Part C (34 CFR 303.34).

- a. The Contractor agrees to provide Service Coordination delivered by a Primary Service Provider to each Child and Family enrolled in the Program and to coordinate and assist with access to any of the other IDEA-required services needed by the Child or Family. Delivery of Program services and service coordination to enrolled Children and Families must be available during normal work hours Monday through Friday but may include evening and weekend hours.
- b. The Contractor agrees to regularly schedule time and resources for Contractor's staff and subcontractors to work in teams to share knowledge and skills, communicate, plan and collaborate that promote an enrolled Family's relationship with their Primary Service Provider.

C. PROGRAM ADMINISTRATION.

1. Throughout the term of this contract, the Contractor shall operate the Program in accordance with all policies, procedure and guidance documents published by the OEC on the Birth to Three website.
2. The Contractor will comply with Program requirements as set forth in Memoranda of Understanding or Agreements between OEC and
 - a. the Department of Social Services,
 - b. the Connecticut State Department of Education,
 - c. the Department of Aging and Disability Services' Board of Education and Services for the Blind,
 - d. the Department of Children and Families,
 - e. the Department of Public Health,
 - f. the Connecticut Early Head Start Programs and the Federal Administration on Children and Youth, Region 1, and
 - g. any other state and Federal agencies that connect with OEC's Birth to Three System.
3. The OEC shall provide such memoranda on the Birth to Three website.
4. The Contractor agrees to collaborate with other Birth to Three Contractors including but not limited to the Connecticut Parent Advocacy Center, Inc., the United Way of Connecticut, the New England Assistive Technology center, or other outside agency as directed by the OEC.
5. The Contractor's Administrative address is 139 North Main Street, West Hartford, CT 06107.
6. The Contractor shall provide Program supports during the following standard hours of operation:
Monday - Friday 8:30 am - 3:00 pm and/or by appointment.
7. **Personnel and Staffing.**
 - a. The Contractor shall ensure that there is at least one primary contact person serving as the EIS program director or supervisor. This individual will provide programmatic oversight for all supports to families and their children. The Contractor will provide this individual sufficient authority to commit resources and to represent the program on all issues.
 - b. The Contractor agrees to develop and maintain policies relative to personnel. Said personnel policies shall be maintained at the Contractor's location in the Contractor's files and be made available to the OEC as requested by the OEC, its representatives and its agents. The Contractor further agrees to submit a copy of its personnel policies to the OEC, if requested, within 10 calendar days of receipt of such request.

- c. The Contractor shall adhere to the staff qualifications for each position as published in the Birth to Three Personnel Standards.
 - d. The OEC will not pay for EIS if it determines that the Contractor's staff or subcontractors do not meet Birth to Three personnel standards, as described in the Birth to Three personnel standards located on the Birth to Three website.
 - e. The Contractor is responsible for providing supervision and observation of all staff specifically for the purpose of evaluating the quality of their work including their level of fidelity with the EBP in Early Intervention. The Contractor is also responsible for overseeing and observing the quality and fidelity of contracted services delivered by subcontractors. The contractor will ensure that there is a designated staff person responsible for overseeing training, that each staff person has an individualized training plan with measurable outcomes that include specific goals. The plan must be reviewed bi-annually, and the Contractor will guarantee that all staff and subcontractors are observed for this purpose at least annually. The Contractor will ensure that there are trained team(s) and staff utilized in the capacity of supporting fidelity to EBPs, in accordance with the Training and Supervision Procedure on The Birth to Three website.
 - f. The Contractor agrees to participate in any Quality Practices Self-Assessment or other rating scales, continuing education, staff development, or technical assistance required by the OEC. The Contractor will use training management software provided by the OEC to register staff for OEC-provided continuing education. The Contractor is responsible for requiring that newly hired and experienced employees and subcontractors demonstrate proficiency in their knowledge and skill in the required areas, including completion of the Initial Birth to Three Certificate in accordance with the Personnel Standards and the Training and Supervision procedure located in the Birth to Three Procedures on the Birth to Three website.
 - g. The OEC may, at its discretion, pay stipends from funds provided under this contract to Contractors who complete specific trainings when offered by the OEC. Availability of stipends will be announced as part of the training registration process. The amount(s) and training(s) eligible for the stipend are at the sole discretion of the OEC.
 - h. The OEC may, at its discretion and at an amount determined by the OEC for each occasion, reimburse the Contractor for allowing the Contractor's staff or other authorized entity to provide training or technical assistance to other Programs or Program staff for the purpose of enhancing the quality of Birth to Three services. When applicable the OEC will provide the Contractor with reimbursement forms.
 - i. The Department may, at its discretion and at an amount determined and posted on the website, pay the Contractor for the use of Master Coaches in supporting fidelity as outlined in the Training and Supervision procedure on the Birth to Three website.
 - j. The Contractor agrees to schedule minimally on a monthly basis, team meetings for all staff members by geographically assigned teams for the purpose of reviewing supports provided to families and sharing knowledge and skills through coaching in order to assist the primary service provider in the provision of supports in natural learning environments.
 - k. The Contractor shall not require its Early Intervention practitioner employees, or other individuals receiving funding under this contract, to enter into non-compete agreements that constraint such individuals from working for other Birth to Three system providers or subcontractors.
8. The Contractor will maintain a list of all practitioners in the Data System including the name, discipline, and typical number of work hours per week, whether they are an employee or subcontractor, race/ethnicity, years of experience, the date of the last review of training plan/supervision for each individual, and all DPH license or SDE certificate endorsement numbers as applicable.
9. **Notification of Changes in Personnel.** The Contractor shall immediately notify the OEC in writing whenever the Contractor intends to make or undergo changes in the following key personnel;

- a. Chief Executive Officer,
- b. Chief Financial Officer, or
- c. Birth to Three Program Director.

10. **Data System:** The Contractor agrees to participate in and to comply with the following requirements of Connecticut's Data System unless circumstances beyond the control of the Contractor or OEC occur including but not limited to severe weather, or electrical or other systems failure:

- a. the Contractor will have and support the latest version of Microsoft Office, preferably the same as used by the OEC, in order to access any documents created by the OEC;
- b. entering all other required data, as required by the Department, within 10 business days of the event;
- c. maintaining an Internet connection for purposes of accessing the Data System. Such Internet connection will be maintained at the sole expense of the Contractor;
- d. at its sole expense, installing a software "firewall" using a McAfee or Norton or comparable product;
- e. at its sole expense, installing and regularly updating a virus software using a McAfee or Norton or comparable product; and
- f. the Contractor will use the most recent version of (preferably) Google Chrome, or Internet Explorer, and maintain relevant updates.

D. QUALITY ASSURANCE.

1. Accountability and Monitoring.

- a. The Contractor agrees to comply with all applicable Federal and State laws and regulations governing Birth to Three services including the federal IDEA, FERPA, and HIPAA and as applicable, agrees to require that all pertinent subcontractors comply as well.
- b. The Contractor agrees to operate the Program in a manner that is consistent with all Birth to Three System interagency agreements, memorandum of understandings, policies, procedures and guidance documents issued by the OEC located on the Birth to Three website at the Birth to Three website.
- c. The Contractor agrees to participate in all required accountability and monitoring activities and required by the OEC including self-assessments, data verification, improvement planning, and on-site reviews. The Contractor agrees to correct any findings of non-compliance, hereinafter referred to as "deficiencies," as soon as possible but in no case will the correction and verification of the correction occur later than twelve months after receipt by the Contractor of written notification from the OEC. Deficiencies specific to an individual child or Family shall be remediated within a timeframe established in the written notification by the OEC.
- d. The Contractor will distribute and collect annual Family surveys provided by the OEC to all families selected by the OEC to be surveyed.

2. **Deficiencies.** The OEC reserves the right to use any appropriate enforcement actions to correct persistent deficiencies related to compliance with Federal and State requirements. Persistent deficiencies are defined as substantial non-compliance issues identified by the OEC either through data reports or on-site review, parent complaints or other accountability and monitoring activities, that have continued after being identified and noticed in writing to the Contractor for at least six months without significant improvement as determined by the Department. Enforcement actions by the Department under this Section may include:

- a. withholding, denying or recouping payment for services for which non-compliance is documented;
- b. halting all new referrals until the noncompliance is corrected by the Contractor;
- c. amending the contract to reduce its length by revising the ending date;
- d. issuing written special conditions which must be met if the contract is to continue; and/or
- e. cancellation, termination for cause, or non-renewal of the contract in accordance with Part II, Section C (Contractor Obligations) of this contract.

3. **Dispute Resolution Under IDEA.** In addition to the requirements in Part II, Section C.13 (Choice of Law/Choice of Forum; Settlement of Disputes; Claims Against the State), the Contractor shall participate in the following formal mechanisms for resolving disputes with Families concerning Program services provided under this contract: written complaint, mediation, and hearing, as set forth in federal and state statutes and regulations.
 - a. The Contractor must participate in any mediation session or hearing requested by a Family. The Contractor may or may not choose to enter into a written agreement with the Family as a result of mediation. As necessary, the Contractor is required to immediately revise the IFSP and implement the results of any:
 - i. official response issued by the Birth to Three Director to a written complaint; or
 - ii. hearing decision issued by a Birth to Three hearing officer; or
 - iii. settlement agreement entered into by the OEC in lieu of a hearing; or
 - iv. mediation agreement.
 - b. When resolving a dispute with a Family under this section, either informally or through mediation or hearing, the Contractor will be reimbursed for "compensatory services" up to the amount specified in an IFSP using the normal payment process outlined in and in accordance with the payments procedure located in the at Birth to Three website. "Compensatory services" are defined as those services the Contractor provides to a Family as identified in a mediation agreement or under an award or settlement agreement after such hearing request.
 - c. When the Contractor is implementing a settlement agreement entered into by the OEC in lieu of a hearing, the Contractor will be reimbursed for compensatory services either under the normal payment process or under terms that may be unique to each agreement, as determined by the OEC.

E. CLIENT-BASED OUTCOMES AND MEASURES. The Contractor will measure the following outcomes for Clients and Families participating in the Program:

Outcomes	Measures
a. Eligible Children will be identified, enrolled, and receive services as early as possible.	All Families and Children will have an initial IFSP meeting within 45 days of referral date unless the meeting is postponed at the Family's request.
b. New services will be delivered in a timely manner.	All Families and Children will receive all new services scheduled to be provided at least monthly, within 45 days of the parent's signature on the IFSP.
c. Transitions for families and Children leaving the Program at age three are smooth.	All Families and Children will receive transition conferences at least 90 days but no more than 9 months prior to the Child's third birthday unless the conference is postponed at the Family's request.
d. The Program will operate in compliance with Part C of the Individuals with Disabilities Education Act (IDEA).	Any findings of systemic non-compliance, including those above, will be corrected and verified as soon as possible but no later than 12 months of identification and any instances of non-compliance specific to a Child or Family will be corrected within a timeframe identified in writing by the OEC.

F. REPORTING AND RECORDS.

1. For each fiscal year during the contract period the Contractor shall submit to the OEC a yearly cumulative expenditure report by August 31st in a format to be provided by the OEC and available on the Birth to Three website.
2. **Cost Centers.** In order to comply with State and Federal requirements, the Contractor must maintain separate cost centers for State and Federal funding using generally-accepted accounting practices. The OEC shall provide

the Contractor with State and Federal funding information, as described in the Payment procedure on the Birth to Three website.

3. **Client and Insurance Records.**

- a. All Child early intervention records are covered by the FERPA, and portions of the records may be covered by the HIPAA.
- b. All documentation of evaluations, assessments, IFSPs, service case notes, correspondence and transition materials are to be kept in the Child's early intervention record, either in hard copy or retrievable electronic format. Electronic child early intervention records and any documents supporting medical insurance claims must be encrypted to State standards. All child early intervention records are the property of the OEC.
- c. The Contractor must provide paper copies of Child early intervention records upon request.
- d. Per FERPA requirements, the Contractor must maintain and store Child early intervention records for a period of six (6) years after the Child leaves the Contractor's Program, and may then destroy such records in accordance with the Records destruction procedure located in the Birth to Three Procedures on the Birth to Three website.
- e. The requirements of this provision shall survive the termination or expiration of this contract.

G. BILLING AND PAYMENT PROVISIONS.

1. **Contract amount.** The OEC agrees to pay for the services provided during the Contract Period up to a maximum amount not to exceed **\$800,000.00.**
2. **Billing.**
 - a. The Contractor is required to enroll as an EIS Program with Medicaid.
 - b. The Contractor is required to enroll with the medical billing clearinghouse as directed by OEC's contracted billing vendor or to use the established process for uploading claim data into the third party billing contractor's data system.
 - c. The Contractor shall use the Department's selected third party billing vendor per a separate contract with the Department to file third party claims. The third party billing vendor will account for all third party reimbursements.
 - d. The Contractor shall provide complete and accurate insurance information on each Child in the related billing data system as defined in procedures.
 - e. The Contractor is required to complete training as offered by the third party billing vendor.
3. **Payment Procedures.**
 - a. OEC will pay the Contractor according to Birth to Three Payment procedure, updated from time to time with 30 days public notice on the Birth to Three website.
 - b. The OEC will make monthly per child General Administrative Payments (GAP) to the Contractor as defined in the Birth to Three Payment procedure to support administrative services. The GAP amount will be posted on the Birth to Three website.
 - c. The Contractor shall be the designated payee for commercial insurance, Medicaid and state funds.
 - d. Contractor will enroll in the Office of the State Comptroller's Vendor Direct Deposit Program.

- e. The Contractor shall enter and approve data into the Birth to Three Data System related to billing, prior to indicating that the monthly invoice is complete and no later than the 15th calendar day of the following month, or the first business day thereafter.
- f. Once all data required to produce accurate insurance and family cost participation claims has been entered and approved by the Contractor in the database and adjudicated by the entity contracted by the OEC to process Medicaid and commercial insurance claims on behalf of the Contractor, the OEC shall pay for authorized services, not covered by third party reimbursement, provided by qualified practitioners.
- g. Once the monthly invoice has been signed electronically, the OEC will not reimburse the Contractor for claims approved by the Contractor in the Data System with dates of service prior to or for the invoiced month; however, the third party billing contractor will submit such claims to Medicaid or to the commercial insurance for reimbursement.
- h. The OEC will pay all invoices within 30 days of notification of a final submission of an accurate invoice by the Contractor.

4. **Assistive Technology Payments.**

- a. The Contractor will consult with the AT Contractor identified by the OEC prior to requesting reimbursement for purchase of any assistive technology device other than a hearing aid.
- b. The Contractor must seek third party reimbursement for any assistive technology device purchased in accordance with a Child's IFSP. If third party reimbursement pays for an appropriate device, the Contractor must accept that amount as payment in full and may not seek further payment for the device. The Contractor will contact the AT Contractor for refurbishment or storage of any device where the price paid for the device used at least 51% of Birth to Three funds provided through this contract and the Child it was purchased for no longer needs the device.
- c. Upon contract cancellation, termination for cause or non-renewal, the Contractor shall return any state-owned AT devices to the OEC.

5. **Interpreting Service Payments.** The Contractor will be reimbursed for the cost for interpreting services for languages and rates set by the OEC and listed in the payment procedures on the Birth to Three website.

6. **Additional Payments.** At the sole discretion of the OEC, and within available appropriations, additional payments may be made to the Contractor for the purpose of enhancing Program quality or to offset unforeseen Program costs beyond the control of the Contractor.

7. **Federal Requirements.** The Contractor shall adhere and ensure that any subcontractors receiving funding under this contract adhere, to the following provisions.

a. **Funding Identification.**

- i. The Contractor's DUNS number is **069263036** and its CAGE (Commercial and Governmental Entity) Code is **557Q8**.
- ii. Federal funding has been provided for this contract as follows:
CFDA (Catalog of Federal Domestic Assistance) Title: **Special Education Grants for Infants and Families with Disabilities**
CFDA Number: **84.181A**
Award Name: **Part C of the Individuals with Disabilities Education Act**
Award Year: **2019-2025**
Research and Design: **No**
Name of Federal Agency Awarding: **U.S. Department of Education**

CFDA (Catalog of Federal Domestic Assistance) Title: **Special Education-Preschool Grants**

CFDA Number: **84.173**

Award Name: **Special Education-Preschool Grant (IDEA Part B)**

Award Year: **2019-2025**

Research and Design: **No**

Name of Federal Agency Awarding: **U.S. Department of Education**

- iii. Unless the Contractor submits previous written authorization from the Federal awarding agency to the OEC prior to contract execution, the Contractor shall not exceed the default 10% cap on administrative costs for Federal funding allocated under this contract. OEC will disallow all administrative costs in excess of 10% of the total Federal funding amount.
- b. **Federal Office of Management and Budget Requirements.**
- i. This contract includes Federal Financial Assistance, and therefore such funds shall be subject to the Federal Office of Management and Budget Cost Principles codified in the OMB Super Circular as set forth in 2 C.F.R. pt. 200 and as updated from time to time.
 - ii. Federal funding shall be released by the Department contingent upon receipt of federal monies by the Department in compliance with the Federal Cash Management Improvement Act (CMIA), 31 U.S.C. §6501 et. seq.
- c. **Federal Funding Accountability and Transparency Act (FFATA).**
- i. The Contractor shall register, and ensure that any subcontractor receiving funds under this contract register, with the Federal System for Award Management (SAM) at <https://www.sam.gov> to assist the OEC with meeting its obligation to comply with the Federal Funding Accountability and Transparency Act (FFATA).
 - ii. The Contractor shall ensure that it and any subcontractor receiving funds under this contract remain active in SAM by updating its SAM profile at least every 12 months. Upon notification by the OEC that its SAM status is not active, the Contractor shall update its SAM profile within five business days of such notification. The Contractor's failure to comply may impact future issuance of payments by the OEC.
- d. **FERPA Provisions.** The Contractor shall adhere, and ensure that any subcontractors adhere, to the FERPA provisions as revised from time to time concerning all personally-identifiable information on children and families receiving services under this contract.
- e. **Lobbying Provisions.**
- i. In addition to the requirements of Part II, Section C.4. (Federal Funds), by signing this contract the Contractor certifies that all federal funds received under this contract will be used only for expenditures related to the provision of direct early interventions services in accordance with IDEA Section 638(1), 20 U.S.C. § 1438(1) Additionally, the Contractor hereby further certifies, agrees and declares that, in accordance with 34 C.F.R. Appendix A to Part 82 (1)-(3) that:
 - a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- ii. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- iii. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

f. **Trafficking Victims Protection Act of 2000.**

- i. Pursuant to Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended, the Agency shall terminate this contract immediately and report such termination to HRSA if it determines that the any of the employees or volunteers of the Contractor, or any of its subcontractors or vendors, has performed any of the following actions:
 - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b) Procure a commercial sex act during the period of time that the award is in effect; or
 - c) Use forced labor in the performance of the services under this contract.
- ii. Guidance on this act is available at <http://www.hrsa.gov/grants/trafficking.htm>

g. **Pro-Children Act of 1994.**

- i. In accordance with Part C of Public Law 103-227, the "Pro-Children Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs, whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The laws do not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities and used for inpatient drug and alcohol treatment.
- ii. The above language must be included in any subawards that contain provisions for children's services and that all subrecipients shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day.

8. **State Requirements.**

- a. **Audit Submission Process:** As required by State statute, if the Contractor expends \$300,000 or more in State financial assistance during any State fiscal year during the contract, the Contractor shall submit its A-133 and state single audit electronically to the OEC through a state-wide electronic system. The system is entitled "Office of Policy and Management - Electronic Audit Reporting System (EARS)." The link to access the system is <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>. The Contractor shall send the OEC an e-mail alert stating that its audit has been uploaded to the identified system. If the Contractor requests an extension from the Office of Policy and Management, associated with the required audit submission, the Contractor must provide the OEC with a copy of the approved request.
- b. **Match Requirements:** The Contractor also warrants that it is aware that state funds provided by the OEC under this contract may be used for a service match. The Contractor must obtain OEC permission prior to

identifying any or all of the allocated services as a service or monetary match. The OEC shall respond to all requests within five business days of receipt.

H. SUBCONTRACTED SERVICES.

1. The Contractor may use funds provided by this contract to subcontract with individual EI practitioners to conduct Program activities and services.
2. Required Terms. Each and any subcontract must contain terms that shall require the subcontractor to adhere to the following terms of this contract:
 - a. Requirements of Part I, including but not limited to:
 - i. Description of Services (Section B), including a statement that the subcontractor shall only provide EIS as authorized by any Child's IFSP at no additional cost to families and shall have such provisions as necessary for the Contractor to meet all terms and conditions of this contract.
 - ii. Client-Based Outcomes and Measures (Section C)
 - iii. Reporting (Section D);
 - iv. Program Administration (Section E);
 - v. Quality Assurance (Section F); and
 - vi. Payment Provisions (Sections G.1, G.7).
 - b. Requirements of Part II, including but not limited to:
 - i. Client-Related Safeguards (Section B);
 - ii. Contractor Obligations (Section C) – specifically: Federal Funds; Audit and Inspection of Plant, Places of Business, and Records; Related Party Transactions; Suspension or Debarment; Independent Capacity of Contractor; Indemnification [of the State]; Insurance; Sovereign Immunity; Compliance with Law and Policy, Facilities Standards and Licensing; Representations and Warranties; Protection of Confidential Information; and Litigation;
 - iii. Changes To The Contract, Termination, Cancellation and Expiration (Section D) – specifically: Contractor Changes and Assignment; and
 - iv. Statutory and Regulatory Compliance (Section E).
3. The Contractor agrees to be responsible to the OEC for the performance of any subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall bear full responsibility, without recourse to the OEC, for the subcontractor's performance.
4. Absent compliance with this section, no Contractor Party expense related to the use of a subcontractor shall be paid or reimbursed by the OEC unless the OEC, in its sole discretion, waives compliance with the requirements of Section G. In order to be effective, any waiver of the requirements of this section must be in writing and signed by the OEC Commissioner or his/her designee pursuant to C.G.S. § 4-8. The OEC, in its discretion, may limit or condition any waiver of these requirements as it deems appropriate, including, for example, by limiting the dollar amount or any waiver, requiring proof that the subcontractor provided services under the contract, by requiring that any federal requirements under any federal grant program are satisfied, and/or requiring proof that the Contractor utilize the funds paid under the contract to promptly pay the subcontractor for services rendered.

- I. PROCEDURE FOR TERMINATION.** In addition to the sections in Part II of this contract, the Contractor shall adhere to the following procedures:
1. **Referrals.** If written notification of contract cancellation, termination for cause, or non-renewal has been issued by either party, then the OEC will notify the single point of intake Contractor to discontinue all referrals to the Contractor. The Contractor and the Department will then meet to develop a plan to transfer all enrolled families to another EIS Program. If no plan is developed, the OEC will transfer all enrolled families to another EIS Program and the Contractor shall comply with all instructions given by the OEC to effectuate such transfers.
 2. **Storage of Client Records after Cancellation or Termination.** When written notification of contract cancellation, termination for cause, or non-renewal has been issued by either party, the Contractor may either retain all child records for at least six years after the child exited the Program or store the records in the State Library Records Center.
 - a. If the Contractor chooses to store the records with the State, the Contractor will purchase storage boxes of a type acceptable to the State Records Center and will place all child records into those boxes organized in accordance with the requirements.
 - b. The Contractor will prepare an alphabetized listing of all records in all boxes and will submit that to the OEC as well as completing the approved state forms issued by the State Records Center. The Contractor will arrange, upon notification from the OEC, to transport the records to the State Records Center.
 - c. If requested by the Contractor, the OEC may purchase the storage boxes for the Contractor and deduct the cost from the Contractor's next monthly payment. All electronic records must include sufficient information to view encrypted records.
 3. **Termination by the OEC.** upon OEC delivery to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective the Contractor shall:
 - a. Stop work under the contract on the date and to the extent specified in the Notice of Termination;
 - b. If the OEC so directs, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination or assign to the OEC in the manner and to the extent directed by the OEC all of the right, title, and interest of the Contractor under the subcontracts not so terminated, in which case the OEC shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts;
 - c. Complete the performance of the work that has not been terminated by the Notice of Termination; and
 - d. Be entitled to payment for services agreed upon by the parties and rendered to the OEC's satisfaction through the effective date of termination.
 4. **Reduction of Services or Termination by the Contractor.** In the event that the Contractor terminates this contract, closes, reduces services or relocates any program funded under this contract, or if for any reason, the fiduciary responsibility of the Contractor changes, or if the OEC does not offer funding for the subsequent fiscal year, then pursuant to Part II D. 7. of this Contract, the OEC and the Contractor shall negotiate and resolve the following issues:
 - a. the time lines for closure of the program;
 - b. closure of admissions and the transfer of Clients remaining in the program at the time of closure;
 - c. the amount of any final payments due the Contractor or refunds due the OEC; and
 - d. the transfer or storage of all program records pursuant to the requirements of the Federal Confidentiality Regulations, 42 CFR Part 2;

- e. the disposition of property and equipment in which OEC has a financial interest pursuant to any applicable State Regulations, including Bond Fund Award liens and obligations;
- f. OEC approved notification to Clients of the closure, their options for transfer to other programs and the Contractor's obligations to facilitate such transfer; and
- g. any other issues pertinent to the specific situation causing the reduction or termination of services.

J. SEVERABILITY. If any section of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that section. The remainder of this contract shall be enforced to the fullest extent permitted by law.

PART II. TERMS AND CONDITIONS. The Contractor shall comply with the following terms and conditions.

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

1. **“Bid”** shall mean a bid submitted in response to a solicitation.
2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
5. **“Client”** shall mean a recipient of the Contractor’s Services.
6. **“Contract”** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
7. **“Contractor Parties”** shall mean a Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
8. **“Data”** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
9. **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
10. **“Force Majeure”** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
11. **“Confidential Information” (formerly “Personal Information”)** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual’s name, date of birth, mother’s maiden name, motor vehicle operator’s license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information regarding clients that the Agency classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
12. **“Confidential Information Breach” (formerly “Personal Information Breach”)** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the State.
13. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.
14. **“Services”** shall mean the performance of Services as stated in Part I of this Contract.
15. **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.

16. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Client-Related Safeguards.

1. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
2. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103 through 17a-103c, inclusive, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).
3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. Contractor Obligations.

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM the Web at http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806.
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: “This publication does not express the views of the [Office of Early Childhood] or the State of Connecticut. The views and opinions expressed are those of the authors.” Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency’s request provide copies of the following documents within ten (10) days after receipt of the request:
 - (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
 - (b) its most recent Annual Report filed with the Connecticut Secretary of the State’s Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) days following the termination or cancellation of the Contract.

4. Federal Funds.

- (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
- (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (“DRA”) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
 - (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.

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

5. Audit and Inspection of Plant, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor’s and Contractor’s Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties’ Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties’ Records until three (3) years after the latter of (i) final payment under this Contract, (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

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

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

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

- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);

- (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
 - (4) have not within a three-year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
 - (b) Any change in the above status shall be immediately reported to the Agency.
8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
10. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
11. **Indemnification.**
 - (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) 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 of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
 - (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
 - (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
 - (e) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
12. **Insurance.** Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:
 - (a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit

shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;

- (b) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
 - (c) Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
 - (d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
13. **Sovereign Immunity.** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.
14. **Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.**
- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
 - (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
 - (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.
15. **Compliance with Law and Policy, Facility Standards and Licensing.** Contractor shall comply with all:
- (a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
 - (b) Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.
16. **Representations and Warranties.** Contractor shall:
- (a) Perform fully under the Contract;
 - (b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
 - (c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.
17. **Reports.** The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.

18. **Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.
19. **Protection of Confidential Information.**
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data – security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
 - (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
 - (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
 - (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
20. **Workforce Analysis.** The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.
21. **Litigation.**
- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
 - (b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

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

1. Contract Amendment.

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

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
 - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) days from the effective date of any change in:
 - (A) its certificate of incorporation or other organizational document;
 - (B) more than a controlling interest in the ownership of the Contractor; or
 - (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
 - (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.
 - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless

otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.

- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
 - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;
 - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
 - (7) any combination of the above actions.
 - (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.
 - (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
 - (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.
6. **Ending the Contractual Relationship.**
- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
 - (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
 - (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the

specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.

- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

E. Statutory and Regulatory Compliance.

1. Health Insurance Portability and Accountability Act of 1996. (INTENTIONALLY OMITTED)

2. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time (“ADA”) to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

3. Utilization of Minority Business Enterprises. The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.

4. Priority Hiring. Subject to the Contractor’s exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

5. Non-discrimination.

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

- vii. “marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. “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;
- ix. “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
- x. “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.

6. Freedom of Information.

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 *et seq.* ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
- (b) Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

- 7. Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

- 8. Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and 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 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 Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.

- 3. Campaign Contribution Restriction.** For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" reprinted 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 on the reverse side of this page*).

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 fundraising 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, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, 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.

IN WITNESS WHEREOF, the parties have executed this Contract amendment by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

SIGNATURES AND APPROVALS

20OECB2301ASD

The Contractor IS a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

CONTRACTOR – AMERICAN SCHOOL FOR THE DEAF, INC.



JEFFREY S. BRAVIN, *Executive Director*

6 / 11 / 2020
Date

OFFICE OF EARLY CHILDHOOD



BETH BYE, *Commissioner* OR AUTHORIZED DESIGNEE
CHRISTOPHER LYDDY, *Chief Operating Officer*

6 / 11 / 2020
Date

CONNECTICUT ATTORNEY GENERAL (APPROVED AS TO FORM)

This contract does not require the approval of the Attorney General pursuant to an agreement between the Office of Early Childhood and the Office of the Attorney General, dated 4/17/2020.