____ Original Contract Number: **19OECHVP01CGS**
____ Amendment Number: _____
Maximum Contract Value: **$560,550.00**
Contractor Contact Person: **Erica Pomerantz** Tel: **(203) 517-3353**
OEC Program: **Haley Spanilo-Scott** Tel: **(860) 500-4435**

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**

City: **HARTFORD** **State:** **CT** **Zip:** **06103**

Tel#: **(860) 500-4412** **("Agency" and/or "Department"), hereby enters into a Contract with:**

Contractor's Name: **THE CHILD GUIDANCE CENTER OF SOUTHERN CONNECTICUT, INC.**

Street: **103 WEST BROAD STREET**

City: **STAMFORD** **State:** **CT** **Zip:** **06902**

Tel#: **(203) 517-3339**

("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/ Effective Date	This Contract is in effect from **07/01/19** through **12/31/20.**
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 4-8 and 10-500 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor ☐ IS or ☒ IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
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** **FAMILY SUPPORT SERVICES** **450 COLUMBUS BOULEVARD** **HARTFORD, CT 06103** Attention: **Aileen McKenna**	If to the Contractor:	**THE CHILD GUIDANCE CENTER OF SOUTHERN CONNECTICUT, INC.** **103 WEST BROAD STREET** **STAMFORD, CT 06902** Attention: **Dr. JessicaWelt**

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 **OFFICE OF EARLY CHILDHOOD HOME VISITING 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. The following terms shall be used in this contract as defined below:

1. **Contract period:** July 1, 2019 through December 31, 2020.

2. **Eligibility Period:** October 1, 2019 through September 30, 2020.

3. **Model:** Evidence based home visiting model that has met Federal Department of Health and Human Services' (HHS) criteria for evidence of effectiveness.

4. **Index or Target Child(ren):** a child or children under the care of a Caregiver(s) enrolled in the Program and receiving home visits from the Contractor.

5. **Caregiver**: a parent, or other adult person involved in the care of an Index Child, enrolled in the Program and receiving home visits from the Contractor.

6. **Client or Family**: the unit of Caregiver(s) and Index Child(ren) living in the Contractor's identified high-risk communities and enrolled in Program services.

7. **Eligibility Screening:** Tools to be used to determine eligibility which are at the discretion of the Contractor and must meet fidelity to the home visiting model being used.

8. **Assessment and Screening Tools:** tools including but not limited to Hurt-Insult-Threaten-Scream ("HITS"), Parenting Interactions with Child: Checklist of Observations Linked to Outcomes ("PICCOLO"), Ages and Stages Questionnaire-3 ("ASQ-3"), and the Ages and Stages Questionnaire-Social Emotional 2 ("ASQ-SE-2"), Edinburgh Postnatal Depression Scale and other tools identified in the OEC Home Visiting Procedures manual, as amended, or with OEC written approval.

9. **ECIS:** OEC's Early Childhood Information System to be used for programmatic and statistical reporting.

10. **High-Risk Family**: a Family that has at least one of the identified risk factors identified in ECIS including but not limited to history of substance abuse, history of psychiatric care, marital or family problems, and history of or current depression) as determined in the OEC ECIS.

11. **DCF-Involved Family:** At the time of enrollment, a Family that has (a) been referred to home visiting services by the Connecticut Department of Children and Families ("DCF") and has a substantiated instance of maltreatment for the Index Child(ren) or (b) self-reported current involvement with DCF to Contractor staff with respect to the Index Child(ren). If DCF involvement is self-reported, the Caregiver will sign a release allowing the Contractor to confirm that the involvement included a substantiation and to coordinate care with DCF to be eligible for the DCF-involved payment increase.

12. **Substantiated Incident of Maltreatment:** an incident of substantiated maltreatment with the Connecticut DCF that was not reported by Contractor staff.

13. **Child Injury Incident:** a visit by the Index Child(ren) to the emergency room due to child injury or ingestion.

14. **Employment:** a part-time or full-time employment that requires at least 20 hours of work per week.

15. **Education and Training Program:** programs including but not limited to post-secondary education programs, Supplemental Nutrition Assistance Program ("SNAP") employment and training programs, secondary school completion programs, industry-recognized certificate and credential programs, or other programs approved by OEC.

16. **Regions 1-6:** Areas to provide service based on the six regional areas identified by The Department of Children and Families (DCF). Region 1 is Bridgeport/Norwalk. Region 2 is Milford/New Haven. Region 3 is Middletown/Norwich/Willimantic. Region 4 is Harford/Manchester. Region 5 is Danbury/Torrington/Waterbury. Region 6 is Meriden/New Britain.

17. **Home Visitor Full-Time Equivalent Allocation (FTE):** The total employment percentage of a home visitor, expressed as a percentage of a Full-Time Equivalent (40 hours per week or as defined by Contractor) employee.

18. **CQI:** Continuous Quality Improvement.

19. **Equipment**: machinery, tools, furniture, vehicles, and other personal property with a normal useful life of more than one year and a value of $5,000.00 or more, or as revised by the Comptroller of the State of Connecticut.

20. **Assets**: computer, audio/visual, and electrical equipment valued less than $5,000.00 per item.

21. **E & A**: Equipment and Assets.

22. **Active contract management**: a set of strategies that apply high frequency use of data and purposeful management of agency-service provider interactions to improve outcomes from contracted services.

B. DESCRIPTION OF SERVICES

1. **Basic Services.**

   a. The OEC Home Visiting Program provides a system of continuous care including but not limited to Intensive Home Visiting services, to improve maternal and child health, prevent child abuse and neglect, encourage positive parenting, and promote child development and school readiness. The mission of the Program is to work in partnership with parents facing the challenges of parenthood by enhancing their strengths, providing education, and creating community connections.

   b. The OEC Home Visiting Program provides the appropriate level of service required by model fidelity and the OEC Home Visiting Procedures Manual.

   c. Throughout the term of this contract, the Contractor shall provide Program services to eligible Families in compliance with the Model fidelity requirements of the ***Child First*** home visiting models and with the requirements set forth in the OEC Home Visiting Procedures Manual, and adhere to any periodic amendments.

   d. The Contractor will provide Program services the geographic area serving Region 1 and, must include, but is not limited to, **Darien, Greenwich, New Canaan, and Stamford, CT** and any other towns listed in the current approved budget workbook. The Contractor may not make any changes to the Program or serve other areas without prior written permission from the OEC.

   e. The Program services shall begin prenatally whenever possible, unless the home visiting model indicates otherwise.

   f. The Contractor shall perform the following activities:

      i. Comply with all requirements of and maintain fidelity to their home visit model;

      ii. Provide eligibility screening and client assessments and screenings of Families to determine the appropriate level of service required by model fidelity and the OEC Home Visiting Procedures Manual;

      iii. Provide Intensive Home Visiting services as follows:

         a) Home Visitors. The Contactor shall provide employees to act as home visitors to conduct home visits and work with Clients, in accordance with the results of Assessment and Screening tools, at the Caregivers' discretion.

         b) The Contractor shall engage in ongoing recruitment activities to maintain full caseloads at any given time.

c) Home Visitor Caseload.

(1) The Contractor shall ensure that each home visitor maintains a full caseload according to model fidelity.

(2) Each 1.0 FTE home visitor shall schedule and complete a minimum number of home visits based on model fidelity requirements. The number of each visitor's home visits may be adjusted in proportion to his or her FTE time at work and for weeks containing State or Federal holidays and/or the Contractor's OEC-approved vacation, sick time, and closures. Contractors who fail to meet these requirements may be subject to a formal corrective action plan as determined by the OEC.

(3) Home visitors will visit the Families in their caseload on a weekly, bi-weekly, or monthly basis, as determined by the assessments and screenings on model fidelity requirements and at the Families discretion.

iv. Collect demographic and benchmark data described herein as required by the OEC, including but not limited to household information for all Families;

v. Actively participate in all meetings as required by the OEC;

vi. Ensure that all personnel funded under this contract complete pre-service and in-service training as required by the OEC; and

vii. Purchase all training curriculum and materials as required by the OEC.

2. **OEC Site Visit.** The Contractor agrees to participate in an annual site visit by OEC Family Support Services staff to identify program implementation strengths and challenges and progress towards quality service provision and model fidelity. During the site visit, the performance of the Contractor and of its subcontractors shall be reviewed and evaluated with demographic and outcome metrics. Such reviews and evaluations may be performed by examination of Client records, service logs, other documents and reports, and a meeting(s) with Contractor staff and/or Clients and Board members. Site visits shall be conducted at funded facilities and program sites administered by the Contractor and/or any subcontractor.

C. CLIENT-BASED OUTCOMES AND MEASURES.

1. OEC will pay the Contractor for each successful Full-Term Birth Outcome, Safe Children Outcome, and Caregiver Employment Outcome, collectively "Outcomes," according to the definitions and payments amounts outlined in the Payment Schedule in Part I, Section G.3 herein.

2. The Contractor will be responsible for entering all Outcomes-related data into ECIS on an ongoing basis. Outcomes reported by the Contractor are subject to verification using programmatic/statistical reports, administrative records and/or audit.

3. **Outcomes and Measures.**

a. The Contractor will measure the following outcomes for Families enrolled in the Program during the Eligibility Period except as indicated:

i. **Full-Term Birth Outcome**. Families enrolled prenatally before the 28th completed week of gestation deliver Index Child(ren) associated with a unique pregnancy at or greater than 37 completed weeks of gestation.

ii. **Safe Children Outcome**.

a) Families enrolled for the full reporting quarter that fulfills all of the following circumstances:

(1) Family has no Substantiated Incidents of Maltreatment investigation against an enrolled caregiver;
(2) An incident of maltreatment investigation is pending and the Index Child(ren) has/have not been removed from the family; or

(3) There are no Child Injury Incidents that received Emergency Room medical care for any Index Child(ren).

b) The following circumstances do not disqualify a Family from being counted for the Safe Children Outcome:
(1) The incident of maltreatment was reported by a Contractor staff member; or
(2) The incident of maltreatment was reported to DCF prior to their enrollment with the Contractor.

iii. **Caregiver Employment Outcome**. Caregiver is employed or enrolled in an Education and Training Program per quarter. Employment or enrollment in Education and Training program shall be either full-time or part-time as defined in the OEC Rate Card Reference Guide (OEC will provide). For the Caregiver Employment Outcome, the Contractor may count any Family enrolled for the full reporting quarter.

b. Each Family will only be counted a maximum of one time for the Full-Term Birth Outcome. Each Family may be counted once per quarter for the Safe Children Outcome. Each Caregiver may be counted once per quarter for the Caregiver Employment Outcome.

D. REPORTING.

1. The Contractor shall submit all required reports, written or electronically as directed by the OEC, to the OEC's Program representative(s).

2. The Contractor further agrees to provide other reports concerning contracted services which the OEC may reasonably require. When such other reports are deemed regular and are not explicitly stated herein, the OEC shall notify the Contractor in writing at least 30 calendar days prior to the initial submission date. This notification shall minimally include the required data, format, and date of submission for the report.

3. **Programmatic/Statistical Reporting**

a. The Contractor shall collect and provide real-time individualized or aggregate Client data to the OEC upon request;

b. At the request of the OEC, the Contractor shall provide all requested information and documentation in accordance with a time schedule provided by the OEC.

c. The Contractor shall not use or release individualized or aggregate Client data for the purpose of evaluation, research, or promotional activities without prior written approval by the OEC or with specific reference to an OEC publication or an OEC authorized research and program evaluation document or report.

d. **Basic Services reporting**.

i. The Contractor shall submit Program Status and Benchmark Reports for the Program, in a format(s) determined by the OEC, on the following schedule:

Reporting Period	Reports Due on or before
July 1, 2019 – September 30, 2019	October 31, 2019
October 1, 2019 – December 31, 2019	January 31, 2020
January 1, 2020 – March 31, 2020	April 30, 2020
April 1, 2020 – June 30, 2020	July 31, 2020
July 1, 2020- September 30, 2020	October 31, 2020
October 1, 2020 – December 31, 2020	January 31, 2021

ii. **Data collection.**

(a) The Contractor shall collect and enter data into appropriate databases as directed by the OEC. Such data includes but is not limited to:

i. Demographic and benchmark data entered for all families in the ECIS database;

ii. Model specific information entered for all families in respective databases (ECIS and/or OEC identified database used for model fidelity reporting) as directed by OEC.

e. **Outcome/Data Entry and Verifications.** The Contractor shall collect and enter into ECIS all data relevant to the Full Term Birth, Safe Children, and Caregiver Employment Outcomes on the following schedule:

Reporting Period	Reports Due on or before
October 1, 2019 – December 31, 2019	January 15, 2020
January 1, 2020 – March 31, 2020	April 15, 2020
April 1, 2020 – June 30, 2020	July 15, 2020
July 1, 2020- September 30, 2020	October 15, 2020

4. Financial Reporting

a. **Financial Reporting.**

i. The Contractor shall submit to the OEC fiscal reports detailing all expenditures from Basic Services and Outcome payments on the financial reporting tool provided by the OEC on the following schedule:

Reporting Period	Reports Due on or before
July 1, 2019 – December 31, 2019	January 31, 2020
July 1, 2019 – March 31, 2020	April 30, 2020
July 1, 2019 – June 30, 2020	July 31, 2020
July 1, 2020 – September 30, 2020	October 31, 2020
July 1, 2020 – December 30, 2020	January 31, 2021

ii. The Contractor shall separate each quarter's expenditures on the financial reporting tool.

b. **Annual Audit:** Notwithstanding the provisions of Part II of this Contract, no later than six months after the close of the Contractor's fiscal year, the Contractor shall provide to the OEC a complete annual financial audit acceptable to the OEC for all program funds, whether state awarded or not. Such audit shall include audit recommendations. The OEC reserves the right to receive a copy of any audit for related parties under common control. The Contractor shall maintain all fiscal records and accounts for three years after the end of the contract year, or until the State Auditors of Public Accounts complete an audit of the OEC for such fiscal year, whichever is later. The State Auditors of Public Accounts shall have access to such fiscal records and accounts during such period.

c. **Interest:** Any interest earned by the Contractor as a result of payments authorized by the OEC shall be reported to the OEC by the Contractor on the next Financial Report submitted after that interest income is earned. The Contractor agrees to follow the OEC's direction as to the disposition of such interest income.

E. PROGRAM ADMINISTRATION

1. Throughout the term of this contract, the Contractor shall operate the Program in accordance with the OEC Home Visiting Procedures Manual provided by the OEC's Family Support Services Division.

2. The Contractor shall provide Program services at the following locations during the standard hours of operation listed, excluding State and Federal holidays and facility closures: ***401 Shippan Ave., Suite 204, Stamford, CT 06902; Monday and Thursday 8:30 am -7 pm; Tuesday and Wednesday 8:30 am - 8 pm; Friday 8:30 am - 5 pm.***

3. Throughout the term of this contract, the Contractor and/or its subcontractors shall staff the Program with the positions listed in the Contract Budget reporting tool.

4. The Contractor shall follow the work plan for each Program including timetable and staffing plan as approved by the OEC.

5. 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.

6. The Contractor shall adhere to the minimum staff qualifications for each position and submit resumes for all Program staff including new hires to the OEC's designated representative.

7. **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 personnel:

   a. key personnel, i.e., Chief Executive Officer, Chief Financial Officer, Program Directors and officers and members of the Contractor's Board of Directors.

   b. program staff, positions and service personnel (program manager, clinical supervisor and home visitors) employed by the Contractor or its subcontractors as applicable to services funded under this Contract.

F. QUALITY ASSURANCE.

1. The Contractor shall participate in Active Contract Management in partnership with the OEC, including but not limited to regular check in calls with their appointed Program liaison pertaining to: successes/challenges, review of ECIS data, the Contractor staff's Individual Program Plan (IPP) progress, review budget if applicable, and staffing and training needs.

2. The Contractor shall convene a full meeting of its Board of Directors or other governing body as appropriate in accordance with its bylaws during the contract period.

3. The Contractor's Board of Directors or authorized designee agrees to conduct an annual Program self-assessment by monitoring the Program services provided under this Contract to assess goals, progress, and effectiveness and shall make a report with recommendations to the Contractor's administrative and program staff. The Program evaluation report shall be made available to the OEC's Program representative at the time of the annual OEC site visit.

4. The Contractor agrees to participate in any evaluation program as directed by the OEC.

5. Clients shall participate in a Program evaluation process by completing a client satisfaction survey as provided by the Contractor. A summary of these surveys shall be included in the Program evaluation report described herein.

6. The Contractor agrees to comply with any and all applicable regulations adopted by the OEC or other Agencies pursuant to the services provided under this contract and, as applicable, require that all pertinent subcontractors comply as well.

7. **Transport of Clients:** In the event that the Contractor or any of its employees or subcontractors shall, for any reason, transport a Client, the Contractor hereby agrees to the following:

   a. The Contractor shall require that its employees, subcontracted transportation providers, drivers, and vehicles meet licensure or certification requirements established by the State of Connecticut Department of Transportation and the State of Connecticut Department of Motor Vehicles that transport, or have the potential to transport, Clients; and

   b. All vehicles utilized shall be appropriately licensed, certified, permitted, and insured.

G. PAYMENT AND BUDGET PROVISIONS.

1. The OEC agrees to pay for the services provided and as described under this contract up to a total maximum amount not to exceed **$560,550.00** for Basic Services delivered and Outcomes achieved during the contract period.

2. **Payment Procedures.**

   a. Funds shall be released based on submission by the Contractor of programmatic and financial reports; the availability of funds; and the Contractor's compliance with the terms of the contract.

b. When the OEC's review of any financial report or on-site examination of the Contractor's financial records indicate that under expenditure or underutilization of contract funds is likely to occur by the end of the contract period, the OEC may, with advance notice to the Contractor, alter the payment schedule for the balance of the contract period.

3. **Payment Schedule.**

a. **Basic Services Payments.** The OEC will make payments up to a maximum amount of **$555,000.00** for Basic Services delivered during the Contract period, on the following schedule:

i. The initial payment shall be made upon execution of the contract by both parties and approval of the same by the Office of the Attorney General.

ii. Subsequent payments shall be made on a calendar quarterly basis.

b. **Outcome Payments.**

i. The OEC will make Outcome Payments up to a maximum amount of **$5,550.00** for Outcomes achieved during the Eligibility Period.

ii. The Contractor shall submit invoices for payment for all Outcomes and as entered in ECIS and approved by OEC, separate from invoices for the Basic Services Payments, with ECIS backup information, in a format directed by OEC on a quarterly basis.

iii. For each Outcome achieved, the OEC will make Outcome Payments at a minimum amount of the Base Price Payment Value in the amounts outlined below:

Outcome Type	Base Price Payment Value	High-Risk Screen Payment Value	DCF-Involved Payment Value
Full-Term Birth Outcome	$50	+$20	+$20
Safe Children Outcome	$10	+$10	+$15
Caregiver Employment Outcome	$10	+$10	+$15

a) Outcomes achieved for High Risk Families will receive the High Risk Screen Payment Value in addition to the Base Price Payment Value.

b) Outcomes achieved for DCF-Involved Families will receive the DCF-Involved Payment Value in addition to the Base Price Payment Value.

c) Families may be eligible for and receive both the High-Risk Screen and DCF-Involved Payment Value in addition to the Base Price Payment Value.

iv. Eligibility for Outcome Payments on each Outcome is independent of eligibility for all other Outcomes.

v. The OEC shall make Outcome Payments no later than 60 business days following the end of the previous quarter.

vi. **Expenditures funded through Outcome Payments**.

a) The Contractor shall use Outcome Payments for expenses related to OEC-funded home visiting staff training or professional development opportunities, home visiting recruitment materials, enrichment activities and /or non-cash incentives for Families, home visiting program supplies, and child development materials and supplies for use within the Program. All other uses of Outcome Payments require prior written approval from the OEC.

b) Outcome Payments shall not be used for Administrative Costs.

c) OEC shall disallow any expense funded by Outcome payments, which does not comply with Federal Office of Management and Budget Cost Principles as codified in the OMB Super Circular as set forth in 2.CFR Part 200 and as updated from time to time.

4. The OEC shall inform the Contractor of the amount of State and Federal funding allocated during each State Fiscal Year of the contract period. The Contractor shall return any State funding allocated for SFY2020 but not expended by June 30, 2020, and any State funding allocated for SFY2021 bur not expended by December 31, 2020, in accordance with Section G.9.b.iii of the Unexpended Funds provisions herein.

5. **Basic Services Budget.** The Contractor agrees to utilize OEC funds for Basic Services in accordance with the budget contained herein. Budgets for Funding Periods not included herein shall remain the same as the included budget until and unless formally revised via the OEC's Budget Revision process or via formal amendment to this contract.

Effective Date: 7/17/2019
CONTRACT NUMBER: #19OECHVP01CGS Tot $560,550
CONTRACT PERIOD: 07/01/2019 through 12/31/2020
ST FISCAL YR (SFY): 2020
PROVIDER: Child Guidance Center of Southern CT, Inc.
Approved by: CappuccittiM

4000 INCOME		HVP-Base	Incentive Outcomes	Total Income
Program Funding Period:		07/01/2019 through 06/30/2020	07/01/2019 through 06/30/2020	
		SFY'20 12mths= $370,000 + SFY'21 6mths= $185,000	SFY'20 9mths=$4,163 + SFY'21 6mths $1,387	
		Chtfld 2=State	Chtfld 2=Federal	
4100 CONTRACT FUNDING	SID	$ 370,000	$ 4,163	$ 374,163
4101 State Funds	12603	$ 370,000		$ 370,000
4102 Federal/Other Funds	20394		$ 4,163	$ 4,163
TOTAL INCOME		$ 370,000	$ 4,163	$ 374,163
5000 DIRECT EXPENSES		**HVP-Base**	**Incentive Outcomes**	**Total Expenses**
5100 SALARIES		$ 223,500	$ -	$ 223,500
5101 Staff Salaries & Wages		$ 222,500	$ -	$ 222,500
5102 Overtime		$ 1,000		$ 1,000
5200 FRINGE BENEFITS		$ 50,797	$ -	$ 50,797
5300 CONTRACTUAL SERVICES		$ 7,900	$ -	$ 7,900
5304 Other Contractual (specify in narrative)		$ 7,900		$ 7,900
5400 TRANSPORTATION		$ 2,500	$ -	$ 2,500
5401 Staff Travel Reimbursement		$ 2,500		$ 2,500
5500 MATERIALS AND SUPPLIES		$ 4,700	$ -	$ 4,700
5503 Equipment (Less than $5,000)		$ 3,700		$ 3,700
5504 Other Mtrls and Sppls (specify in narrative)		$ 1,000		$ 1,000
5600 FACILITIES		$ 17,100	$ -	$ 17,100
5601 Rent and Real Estate Taxes		$ 12,600		$ 12,600
5602 Security		$ 300		$ 300
5603 Maintenance & Repair - Facility and Plant		$ 2,300		$ 2,300
5604 Utilities		$ 1,900		$ 1,900
5800 OTHER EXPENSES		$ 37,720	$ -	$ 37,720
5801 Communications		$ 4,600		$ 4,600
5802 Insurance		$ 2,400		$ 2,400
5804 Staff Training and Conferences		$ 21,720		$ 21,720
5806 Other (specify in narrative)		$ 9,000		$ 9,000
TOTAL DIRECT EXPENSES		$ 344,217	$ -	$ 344,217
7000 INDIRECT EXPENSES		**HVP-Base**	**Incentive Outcomes**	**Total Expenses**
7100 ADMINISTRATIVE & GENERAL		$ 25,783	$ -	$ 25,783
7111 Staff Salaries & Wages		$ 19,900		$ 19,900
7120 Fringe Benefits		$ 4,543		$ 4,543
All Other A&G		$ 1,340		$ 1,340
TOTAL INDIRECT EXPENSES		$ 25,783	$ -	$ 25,783
TOTAL EXPENSES		$ 370,000	$ -	$ 370,000
INCOME/EXPENSE SUMMARY		**HVP-Base**	**Incentive Outcomes**	**Total**
TOTAL INCOME		$ 370,000	$ 4,163	$ 374,163
TOTAL EXPENSES		$ 370,000	$ -	$ 370,000
EXCESS/(SHORTAGE)		$ -	$ 4,163	$ 4,163

6. **Budget Variance.**

a. The Contractor may transfer Basic Services funds from one category to another (except for equipment, personnel and fringe) in the agreed upon and approved budget included in this contract for a single component without prior notification of the OEC under the following conditions:

i. The amount by which a single category may be increased may not exceed **20% of the approved amount or $5,000.00,** whichever is greater. This applies only to category amounts in the formally approved budget subsequently approved budget revisions.

ii. The Contractor may not vary an individual salary, wage or fringe by no more than **15%** of the approved amount without prior written OEC approval.

iii. Budget flexibility is to be applied to each component separately and is not to be computed on the composite budget items.

iv. The number of people or the percentage of time charged to a job classification may be increased, provided this does not exceed the flexibility cited above.

v. The Contractor may not make any transfer under this procedure that involves any of the categories or kinds of expenditures specifically listed below.

vi. All such transfers shall be reflected on the next submitted financial report.

b. The OEC requires the following changes in approved Program budgets to have prior written OEC approval by a formal budget revision and/or formal contract amendment:

i. Unused funds allocated to Salary and/or Fringe. Such unused funds that OEC does not allow to be transferred must be returned to OEC by January 31, 2021.

ii. The purchase of an item of equipment not approved in the original budget.

iii. A transfer that involves an increase of an approved category amount by more than **20%** or **$5,000.00,** whichever is greater.

iv. A transfer which involves an increase in salary or wages by more than 15%.

v. Any increase in compensation for services under a third party contract.

vi. Any transfers of funds from one component to another.

vii. Any transfer of budgeted Program income or food reimbursement.

c. The OEC shall respond to a properly executed request within 45 days of receipt.

d. No budget revisions proposed by the Contractor may be submitted later than 45 calendar days before the Eligibility Period has ended, except that the OEC may entertain, at any time, a budget revision for the purpose of increasing funds solely for the audit of the Program. The final financial report shall show all category overruns. Costs incurred after the end of the budget period shall be disallowed except those which the OEC has expressly approved in writing and in advance.

7. **Federal Requirements.**

a. The Contractor's DUNS number is **098177520**.

b. Federal funding has been provided for this contract as follows:

Grant Numbers: 1801CTBCAP and 1901CTBCAP
CFDA (Catalog of Federal Domestic Assistance) Title: Community-based Child Abuse Prevention
CFDA Number: 93.590

Award Name: Community-based Child Abuse Prevention
Award Years: 2018 & 2019
Research and Design: No
Name of Federal Agency Awarding: Department of Health & Human Services, Administration for Children and Families

c. In addition to the Federal Funds provisions of Part II of this contract, the Contractor shall adhere to the Federal requirements specific to the funding allocated to this contract. Further guidance is available at https://www.acf.hhs.gov/sites/default/files/assets/general_terms_and_conditions_mandatory_1.pdf and the Subrecipient Monitoring and Management Section of the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 45 CFR Part 75 at https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=df3c54728d090168d3b2e780a6f6ca7c&ty=HTML&h=L&mc=true&n=pt45.1.75&r=PART#sg45.1.75_1344_675_1350.sg4 .

d. Unless the Contractor submits to the OEC previous written authorization from the Federal awarding OEC prior to contract execution, the Contractor shall not exceed the default 10% cap on administrative costs for Federal funding allocated under this contract. All administrative costs in excess of 10% of the total Federal funding amount will be disallowed.

e. The Contractor shall not seek reimbursement from the Federal Government for any of the services offered by the Program.

f. **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.CFR Part 200 and as updated from time to time.

ii. Federal funding shall be released by the OEC contingent upon receipt of federal monies by the OEC in compliance with the Federal Cash Management Improvement Act (CMIA), 31 U.S.C. § 6501 et. seq. of (1990).

g. **Federal Funding Accountability and Transparency Act (FFATA):**

i. The Contractor shall 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 shall 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.

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

i. Pursuant to Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended, the OEC 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.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons.

8. **State Requirements**

   a. **Audit Submission Process**: 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 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.

9. **Unexpended Funds.**

   a. Whenever the OEC determines from its review of the Contractor's audited annual financial statements and program operations that the total paid under this contract, together with applicable program income from other sources, exceeds the total expenses of the program, such excess income shall be deemed by the OEC to be unexpended funds. If the Contractor is not required to submit audited annual financial statements, the OEC may utilize the final annual financial report to determine the existence and amount of unexpended funds.

   b. Unexpended funds shall be identified by and returned to the OEC in the following manner:

      i. Funds paid to the Contractor shall be identified by the OEC's "Special Identification Number" (SID). The payments made by the OEC shall be compared to the expenses reported by the Contractor, by SID as noted on the "Schedule of Expenditures of Financial Assistance" or other similar schedule(s) as required by the State Single Audit acts.

      ii. If the Contractor is not required to file Single Audit Reports, the OEC may utilize the Contractor's Annual Financial Report to determine any unexpended funds.

      iii. If payments made by the OEC exceed the expenses reported, the OEC may recoup such payments by requesting payment from the Contractor by check or other means as determined by the OEC.

      iv. The Contractor shall return to the OEC the amount of unexpended funds subject to recoupment not later than thirty (30) days after receipt of written notice from the OEC that such amount is due.

10. **Equipment and Assets ("E & A").**

   a. E & A purchased by the Contractor or any subcontractor, in whole or in part, with funds provided by the OEC under this contract shall be considered the property of the OEC. E & A shall be considered purchased from Contractor funds if the program has other sources of income equal to or greater than the equipment purchase price. Such purchases shall be considered to be the property of the Contractor. E & A to be purchased for the program with OEC funds must be identified and the cost itemized in the approved budget in Part I of this contract or in a budget revision form.

   b. The following provisions apply to E & A purchases made in full or in part with OEC funds:

      i. The Contractor shall obtain the prior approval of the OEC either through the contract application budget or a budget revision. Each piece of equipment or asset to be purchased and their costs must be clearly itemized;

      ii. The Contractor shall obtain three competitive bids for equipment with the purchase to be made from the lowest qualified bidder;

      iii. The Contractor shall maintain an inventory, including item, date of purchase, contract number, and funding identification, of all equipment and assets purchased with OEC funds; and

iv. As part of its annual audit statement, The Contractor shall submit verification by the auditor of the continued possession of all E & A purchased with OEC funds.

v. Any item of equipment or any asset purchased with OEC funds shall not be discarded or sold or removed from the inventory without the prior written approval of the OEC.

c. If OEC funding to the Contractor is terminated or not renewed, the OEC shall determine the manner of the disposition of all E & A purchased in full or in part with OEC funds by:

i. Permitting the Contractor to retain and use the E & A;

ii. Allowing the Contractor to sell the E & A and return the proceeds to the OEC, minus an agreed upon amount to compensate for the costs of selling the E & A; or

iii. Returning the E & A to the OEC.

G. SUBCONTRACTED SERVICES.

1. In accordance with Part II, Subcontracts (Section C.9), the Contractor shall enter into a subcontract with the service providers whose identity, services to be rendered and costs shall be specified below:

Subcontracting Organization	Address	Description of Services	Performance Period	Payment Terms / Total Value

2.

a. Absent compliance with subsection 1 above, in accordance with Part II, Subcontracts (Section C.9), if following the execution and approval of this contract, the Contractor has identified subcontractors for which it would like to retain, then the Contractor may propose the use of subcontractors not specified herein. The Contractor must request and obtain prior written approval from the OEC before finalizing any subcontract arrangement.

b. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; process of notification of changes to subcontractor funding , process for contract resolution between the contactor and subcontractors; and (4) provide assurances to the OEC that the proposed subcontract contains the terms specified in subsection 3 below.

3. Each and any subcontract must contain terms that shall require the subcontractor to adhere to the requirements of Part II, including but not limited to:

a. Client-Related Safeguards (Section B);

b. Contractor Obligations (Section C) – specifically: Federal Funds, Audit and Inspection of Plants, Places of Business, and Records, Related Party Transactions, Suspension or Debarment, Independent Capacity of Contactor, 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, and;

c. Changes To The Contract, Termination, Cancellation and Expiration (Section D) – specifically: Contractor Changes and Assignment; and

d. Statutory and Regulatory Compliance (Section E).

4. 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.

5. The Contractor shall retain the OEC's written approval and each subcontract in the contract file.

6. 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 this section. 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.

H. PROCEDURE FOR TERMINATION.

1. **Termination by the OEC**. In addition to the sections in Part II of this contract, upon 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.

2. **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 or 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 the OEC has a financial interest pursuant to any applicable State Regulations, including Bond Fund Award liens and obligations;

   f. 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.

I. 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. <u>Definitions</u>. 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, unmatured, 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-103e, inclusive, 19a-216, 46b 120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).

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

C. Contractor Obligations.

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM the Web at 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 of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:

(1) claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and

(2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its indemnification and hold-harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning
(i) confidentiality of any part of or all of the bid or
(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, Cancellation or Expiration 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. <u>Changes to the Contract, Termination, Cancellation and Expiration</u>.

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 OAG.

(c) The Agency may amend this Contract to reduce the contracted amount of compensation if:

(1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
(2) federal funding reduction results in reallocation of funds within the Agency.

(d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

(a) The Contractor shall notify the Agency in writing:

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

(2) no later than ten (10) days from the effective date of any change in:
i. its certificate of incorporation or other organizational document;
ii. more than a controlling interest in the ownership of the Contractor; or
iii. the individual(s) in charge of the performance.

(b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

(c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.

(1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.

(2) The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.

(3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

(a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to 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) calendar 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. <u>Statutory and Regulatory Compliance</u>.

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

(a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted on the Signatures and Approval page of this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

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

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

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

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

(f) Definitions

(1) "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
(2) "Business Associate" shall mean the Contractor.
(3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
(4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
(5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
(6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
(7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
(8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
(9) "Required by Law"' shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
(10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
(11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
(12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
(13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
(14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
(15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

(g) Obligations and Activities of Business Associates.

(1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
(2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
(3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
(4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
(5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
(6) Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.
(7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
(8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
(9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
(10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance

with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

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

(13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.

(14) In the event that an Individual requests that the Business Associate
- (A) restrict disclosures of PHI;
- (B) provide an accounting of disclosures of the Individual's PHI;
- (C) provide a copy of the Individual's PHI in an electronic health record; or
- (D) amend PHI in the Individual's designated record set

the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.

(15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
- (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
- (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach.
- (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
  1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
  2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
  3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
  4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
  5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive, of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
- (E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

(G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(h) Permitted Uses and Disclosure by Business Associate.

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

(2) Specific Use and Disclosure Provisions

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

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(i) Obligations of Covered Entity.

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

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

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(k) Term and Termination.

(1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

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

(C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

(A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

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

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

(l) Miscellaneous Sections.

(1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
(2) Amendment. The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
(3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

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

3. **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:
(1) "Commission" means the Commission on Human Rights and Opportunities;
(2) "Contract" and "contract" include any extension or modification of the Contract or contract;
(3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
(4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
(7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and

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

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

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) 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

(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 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.

9. **Campaign Contribution Restrictions**. 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.

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CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
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Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

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.

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.

SIGNATURES AND APPROVALS

19OECHVP01CGS

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

CONTRACTOR – THE CHILD GUIDANCE CENTER OF SOUTHERN CONNECTICUT, INC.

DR. JESSICA WELT, *Acting Chief Executive Officer*

09 / 06 / 2019
Date

OFFICE OF EARLY CHILDHOOD

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

9 / 11 / 19
Date

CONNECTICUT ATTORNEY GENERAL (APPROVED AS TO FORM)

Signature and Title

9 / 11 / 19
Date

Joseph Rubin, ASST. DEPUTY ATTY. GENERAL