X Original Contract # 12DDS0701BT
___ Amendment # _____
Max. Contract $ 1,000,000
Contract Contact Person Linda Goodman
Contact Telephone 860-418-6147

STATE OF CONNECTICUT
PURCHASE OF SERVICE CONTRACT
("POS", "Contract" and/or "contract")
Revised October 2011

The State of Connecticut Department of Developmental Services

Street: 460 Capitol Avenue

City: Hartford **State:** CT **Zip:** 06106

Tel#: 860-418-6147 **("Agency" and/or "Department"), hereby enters into a Contract with:**

Contractor's Name: A.W. Holdings of Connecticut, LLC (A.W. Holdings, LLC)

Street: 8515 Bluffton Road

City: Fort Wayne **State:** IN **Zip:** 46809-3022

Tel#: 260-744-6145 **FEIN/SS#:** 20-8906852

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

Contract Term	This Contract is in effect from 07/ 01 / 2012 through 06 / 30 / 2014.
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 4-8 and 17a-210 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.
Effective Date	This Contract shall become effective only as of the date of signature by the Agency's authorized official(s) and, where applicable, the date of approval by the Office of the Attorney General ("OAG"). Upon such execution, this Contract shall be deemed effective for the entire term specified above.
Contract Amendment	Part I of this Contract may be amended only be means of a written instrument signed by the Agency, the Contractor, and, if required, the OAG. Part II of this Contract may be amended only in consultation with, and with the approval of, the OAG and the State of Connecticut, Office of Policy and Management ("OPM").

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, 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, DDS 460 Capitol Avenue Hartford, Ct 06106 Attention: Peggy Boyajian	If to the Contractor:	A.W. Holdings of CT, LLC 8515 Bluffton Rd Fort Wayne, IN 46809-3022 Attention: Elaine Armstrong

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.

TABLE OF CONTENTS

Part I

Scope of Services, Contract Performance, Budget, Reports, Program-Specific and Agency-Specific Sections

Part II

Terms and Conditions

A. Definitions

1. Bid
2. Breach
3. Cancellation
4. Claims
5. Client
6. Contract
7. Contractor Parties
8. Data
9. Day
10. Expiration
11. Force Majeure
12. Personal Information
13. Personal Information Breach
14. Records
15. Services
16. State
17. Termination

B. Client-Related Safeguards

1. Inspection of Work Performed
2. Safeguarding Client Information
3. Reporting of Client Abuse or Neglect
4. Background Checks

C. Contractor Obligations

1. Cost Standards
2. Credits and Rights in Data
3. Organizational Information, Conflict of Interest, IRS Form 990
4. Federal Funds
5. Audit Requirements
6. Related Party Transactions
7. Suspension or Debarment
8. Liaison
9. Subcontracts
10. Independent Capacity of Contractor
11. Indemnification

C. Contractor Obligations cont'd

12. Insurance
13. Choice of Law/Choice of Forum; Settlement of Disputes; Claims Against the State
14. Compliance with Law and Policy, Facilities Standards and Licensing
15. Representations and Warranties
16. Reports
17. Delinquent Reports
18. Record Keeping and Access
19. Protection of Personal Information
20. Workforce Analysis
21. Litigation
22. Sovereign Immunity

D. Changes To The Contract, Termination, Cancellation and Expiration

1. Contract Amendment
2. Contractor Changes and Assignment
3. Breach
4. Non-enforcement Not to Constitute Waiver
5. Suspension
6. Ending the Contractual Relationship
7. Transition after Termination or Expiration of Contract

E. Statutory and Regulatory Compliance

1. Health Insurance Portability and Accountability Act of 1996
2. Americans with Disabilities Act
3. Utilization of Minority Business Enterprises
4. Priority Hiring
5. Non-discrimination
6. Freedom of Information
7. Whistle Blowing
8. Executive Orders
9. Campaign Contribution Restrictions

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

The Contractor shall provide the following specific services for the Birth to Three program(s) 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.

1. Program Operation:

a. Population: This contract is for the operation of a general, Birth to Three, comprehensive program serving all eligible children also known as "Clients" as defined in Part II, Section A.5.

b. Duration: The Contractor agrees to operate one or more Birth to Three Programs ("Program") for eligible children, under the federal Individuals with Disabilities Education Act ("IDEA")(34 CFR Part 303) and its regulations, C.G.S. § 17a-248 and its regulations, and Birth to Three procedures and service guidelines issued by the Department, as such statute, regulations, procedures, and guidelines may be amended from time to time, for the term of this contract. This contract may be renewed up to an additional 3 year(s). Any renewal of this contract shall require an amendment executed by the parties and approved as to form by the Office of the Attorney General.

c. Referrals: The Contractor agrees to have personnel available to accept referrals on all business days, fifty-two weeks per year. The Contractor agrees to accept referrals only from the toll-free intake Contractor (Child Development Infoline, per a separate contract between United Way and the Department) and to contact referred families within one business day of the referral by telephone, email or by mail if there is no telephone contact number or email address for the family.

1. The Contractor agrees to accept any transfers from other Contractors operating Birth to Three Programs and to provide Program services to any child found eligible, until or unless the Contractor's Program is not accepting any new referrals.
2. It is the responsibility of the Contractor to indicate, through the Birth to Three Data System,
   a. when it chooses to go out of the rotation cycle for this Program because it can no longer accept any new referrals or transfers; and
   b. again when it is able to accept new referrals and transfers.
3. For purposes of automatically accepting new referrals and transfers, the Contractor may, with prior approval by the Department choose to indicate availability by a single town or groupings of towns through the Department's electronic data system.
4. When all contractors for a particular town have indicated in the data system that they are no longer accepting transfers or referrals through the rotation process, Child Development Infoline will send new referrals for that town to the contractors on a rotating basis. Consideration will be given to the size of the program. The contractor will be responsible for contacting the family and notifying them when an evaluation will be scheduled.
5. When so directed by the Department, a Contractor operating a General Birth to Three Program as specified in Part I, Section 1.a. of this contract may conduct a comprehensive developmental screening of referred children who have not been screened within the past three months or who do not have a diagnosed medical condition as defined in the "Evaluation and Assessment" procedure located on the Birth to Three website at www.birth23.org, subject to revision from time to time. All screenings will use screening instruments specified by the Department and may be conducted by any qualified personnel trained in the use of the instrument, as specified in the Personnel Standards procedure located on the Birth to Three website. A child who passes the screening in accordance with criteria issued by the Department does not require a

multidisciplinary evaluation unless specifically requested by the parent. The Birth to Three procedures are available on the Birth to Three website at www.birth23.org.

6. Unless directed by the Department to perform developmental screening, the Contractor will conduct a multidisciplinary, face-to-face evaluation or initial assessment of each child referred to the Birth to Three System to determine eligibility and to assist in the development of the Individualized Family Service Plan ("IFSP"). All screenings, evaluations, and initial assessments will be with parent consent in the child's natural environment. Scheduling of the evaluation or assessment will be offered during normal work hours Monday through Friday and may include evening and weekend hours. The commercially-available normed, standardized instrument used in the eligibility determination must be the most recent published version. When new versions are published, the Contractor must begin using the newest version within twelve months of publication. The Contractor is solely responsible for selecting and purchasing the normed, standardized instruments to be used in multidisciplinary evaluations. If the child is already known to be eligible due to a diagnosed condition or pre-existing evaluation that meets the Birth to Three requirements, the Contractor will conduct a multidisciplinary assessment to assist in the development of the IFSP. Each initial evaluation or assessment will include administration of an autism screening instrument for any child 16 months of age or older, unless the child has already been recently screened for autism.

7. If this Contract indicates in Part I, Section 1.a. that it provides for the operation of a Program only for children with autism spectrum disorders, the Contractor will accept only children suspected of having autism spectrum disorders for purposes of evaluation or assessment. All autism assessments will be conducted in the child's natural environment. If this Contract indicates in Part I, Section 1.a. of this contract that it provides for the operation of a Program only for children that are deaf or hard-of-hearing the Contractor will accept only referrals of children diagnosed with or suspected to have a hearing loss.

8. If written notification of contract cancellation, termination for cause, or non-renewal has been issued by either party, then the Department will notify the toll-free intake Contractor to discontinue all referrals to the Contractor. The Contractor and the Department will then meet to develop a plan to transfer all enrolled children and families to another Birth to Three Program. If no plan is developed, the Department will assume sole responsibility for transferring all enrolled children and families to another Birth to Three Program and Contractor shall comply with all instructions given by the Department to effectuate such transfers.

d. Services:

1a. The Contractor agrees to provide service coordination for this Program to all eligible children served and to provide any of the other services required by federal law and needed by a child enrolled in the Program. Delivery of Program services and service coordination to enrolled children must be available during normal work hours Monday through Friday and may include evening and weekend hours.

1b. For all families of eligible children enrolled, the Contractor also agrees to offer opportunities for family support groups to assist families with contacting other families whose children have special needs.

2. The Contractor shall use funds provided by this contract to either hire or subcontract with individual service providers to conduct contracted activities and services. The appropriateness and quality of all services are the sole responsibility of the Contractor.

3. The Department shall make available to the Contractor its Birth to Three Procedures and Service Guidelines through its website www.birth23.org.

4. If the Contract indicates in Part I, Section 1.a that it provides for the operation of a Program only for children with autism spectrum disorders, that Program will provide services only to eligible children who are either

diagnosed as having autism spectrum disorders or who meet the criteria for the educational classification of autism found in the federal IDEA and its regulations as they may be amended from time to time. If the Contract indicates in Part I, Section 1.a. of this contract that it provides for the operation of a Program only for children who are deaf or hard of hearing, it will provide services only to eligible children who are diagnosed with a hearing loss.

5. The Contractor's average scheduled IFSP direct service hours per month will not be less than 1.5 standard deviations from the statewide average for a program of the same type as specified in Part I Section 1.a. of this contract. If the program does not adhere to this average, enforcement actions as listed in Part I, Section 2.e.2 of this contract will be invoked.

e. Working with Community and other State Agencies:

1. The Contractor will collaborate and comply with local community agencies as well as the Connecticut State Department of Education's Family Resource Centers, the Department of Social Services (Children's Trust Fund), the Bureau of Rehabilitative Services (Board of Education and Services for the Blind), the Department of Children and Families and any other state agencies that have Memoranda of Understanding with the Department. Such memoranda are included on the Birth to Three website at www.birth23.org.

2. The Contractor agrees to comply with the terms of the Birth to Three Early Head Start Memorandum of Agreement between the Department, the Connecticut Early Head Start Programs, and the Administration on Children and Youth, Region 1, which is located with the Memoranda of Understanding located on the Birth to Three website at www.birth23.org.

f. Family Rights and Choice: The Contractor agrees to provide families the opportunity to change to another Program at any time and particularly after the initial evaluation. If in lieu of transferring to another program the family requests a change of the dedicated individual working with the child, also known as the interventionist, the Contractor agrees to make every effort to meet this request. The Contractor shall assist the family in transferring to another Program only if the family so chooses, in accordance with the transfer procedure located on the Birth to Three website at www.birth23.org. If there are IFSP services that were not delivered to a child or family prior to transfer due to staff, subcontractor, or inclement weather reasons and the family had not given written consent in the IFSP to forego those services, provision of these services prior to the child's third birthday will remain the responsibility of the sending Program. The sending Program can either provide those missed service hours or make financial or other arrangements with the receiving Program to provide those missed services. If the Contractor that is the receiving Program agrees to sell those services, they may not charge the sending program more per hour than the state's hourly supplemental rates for professional or para-professional services. If the sending Program is unable to provide or make financial arrangements for missed services owed, the receiving Program will provide the missed services the Department will pay the receiving program on an hourly basis and deduct the cost from the sending Program's monthly payment. Reimbursement to or payment from a state-operated program can be accomplished through adjustments to the monthly invoice.

2. Accountability and Monitoring:

a. State and Federal Law: The Contractor agrees to comply with all applicable Federal and State laws and regulations governing Birth to Three services as well as the federal Family Educational Rights and Privacy Act ("FERPA") (34 CFR Part 99) that covers all personally-identifiable information on children and families and the Federal Funding Accountability and Transparency Act that governs federal grants and contracts.

b. Procedures and Service Guidelines: The Contractor agrees to operate the Program in a manner that is consistent with all Birth to Three System interagency agreements, memorandum of understandings, procedures and service guidelines issued by the Department, including the Employment Practice Standards Procedure located on the Birth to Three website at www.birth23.org.

c. Program Monitoring: The Contractor agrees to participate in all required accountability and

monitoring activities including self-assessments, data verification, improvement planning, and on-site review. The Contractor agrees to correct any findings of non-compliance as soon as possible but in no case will the correction and verification of the correction occur later than twelve months after written notification by the Department. Issues of non-compliance specific to an individual child or family shall be remediated within a shorter timeframe established in written notification by the Department. The Contractor's service coordinators will distribute and collect annual family surveys, to be provided by the Department, to all families selected by the Department to be surveyed.

d. Contractor's Staff and Subcontractors:

1. The Contractor will comply with the provisions of C.G.S. § 17a-247(a)-(d) and check the Department Registry prior to hiring any staff to work in the Contractor's Birth to Three Program. The Contractor will report to the registry the name of any staff person dismissed due to substantiated abuse or neglect. The Contractor will check the Connecticut Sex Offender Registry prior to hiring any staff to work in the Contractor's Birth to Three Program. The Contractor will not hire or subcontract with anyone who is listed in either registry.

2. The Contractor agrees to participate in any continuing education, staff development, or technical assistance that is required by the Department. If requested, the Contractor will use training management software provided by the Department to register staff for Department-provided continuing education. The Contractor is responsible for requiring that newly hired and experienced employees and subcontractors demonstrate proficiency in their knowledge and skill in the required areas listed as Post-Employment Practice Standards in accordance with the Employment Practice Standards procedure located in the Birth to Three Procedures on the Birth to Three website at www.birth23.org..

3. The Contractor shall ensure that there is one primary director or supervisor of each program as listed in Part I, Section 1.a. of this contract. This individual will have sufficient knowledge and experience in the field of Early Intervention to provide programmatic oversight for services to children and families. The Contractor will provide this individual sufficient authority to commit resources and to represent the program on all issues.

4. The Contractor is responsible for providing supervision and observation to all staff specifically for the purpose of evaluating the quality of their work. The Contractor is also responsible for overseeing and observing the quality of contracted services delivered by subcontractors. Reference Part II, Section C.9 (Subcontracts) of this contract. The Contractor will guarantee that all staff and subcontractors are observed for this purpose at least biannually. If it is the Contractor's stated agency policy that the Contractor may not oversee the quality of work performed by subcontractors, then the Contractor may not use such subcontractors to deliver IFSP services. As of the effective date of this contract, the Contractor will submit and then at least annually update a confidential list of all employees and subcontractors to the Department or their designee. The list will include at a minimum, the name, discipline, and typical number of work hours per week for each individual.

   The Department shall pay stipends from funds provided under this contract to Contractors who complete trainings when offered by the Department. Availability of stipends will be announced as part of the registration process. The amount(s) and training(s) eligible for the stipend are at the sole discretion of the Department.

5. The Department may, at its discretion and at an amount determined by the Department for each occasion, reimburse the Contractor for allowing the Contractor's staff to provide training or technical assistance to other Programs for the purpose of enhancing the quality of Birth to Three services.

6. The Department may, at its discretion and at an amount determined by the Department for each occasion, pay a stipend to the Contractor for allowing the Contractor's staff to provide public awareness activities at the request of the Department, or pay a stipend for same.

7. The Contractor agrees to regularly schedule time and resources for Contractor's staff and subcontractors to work in teams to share knowledge and skills, communicate, plan and collaborate that promote an enrolled family's relationship with their primary service provider.

8. The Contractor shall require that its staff and subcontractors meet Birth to Three System personnel standards in accordance with the Personnel Standards procedure located in the Birth to Three Procedures located on the Birth to Three website at www.birth23.org.

9. The Department will not pay for evaluation or service units delivered by Contractor's staff or subcontractors that do not meet Birth to Three personnel standards or for Contractor's staff or subcontractors who are conducting evaluations, or providing services outside of their job responsibilities as described in the Birth to Three personnel standards located on the Birth to Three website at www.birth23.org.

10. The Contractor agrees that subcontracts for the purpose of delivering direct Program services under this contract to Birth to Three eligible children shall include that early intervention services rendered by the subcontractor are at no additional cost to families and shall have such provisions as necessary for the Contractor to meet all terms and conditions of this contract.

e. Individuals with Disabilities Act ("IDEA") Enforcement Actions:

1. The Department reserves the right to use any appropriate enforcement actions to correct persistent deficiencies related to compliance with the Individuals with Disabilities Act ("IDEA"), 20 U.S.C. §§ 1401-1444 and/or C.G.S. §§ 17a-248, et seq. Persistent deficiencies are defined as substantial non-compliance issues identified by the Department either through data reports or on-site review, parent complaints or other accountability and monitoring activities, that have continued after being identified and noticed in writing to the Contractor for at least six months without significant improvement as determined by the Department.

2. Enforcement actions by the Department under this Section may include:

   a) withholding, denying or recouping payment for services for which non-compliance is documented;

   b) halting all new referrals until the deficiency is substantially remediated by the Contractor;

   c) amending the contract to reduce its length by revising the ending date;

   d) Issuing written special conditions which must be met if the contract is to continue; and/or

   e) Cancellation, termination for cause, or non-renewal of the contract in accordance with Part II, Section C (Contractor Obligations) of this contract.

3. After written notification by the Department of termination for cause, the Contractor will have the opportunity to meet with Department staff to review the available data, explain what will be necessary to achieve compliance, and review the evidence of change that will be necessary to demonstrate sufficient improvement to reverse the enforcement action, if appropriate.

3. Reports and Records:

a. Third Party Reimbursement Report:

1. If requested by the Department, the Contractor agrees to report third party reimbursements annually for the previous year for each type of Program specified in Part I, Section 1.a. of this contract.

2. The Contractor will use a form provided by the Department. The form will be available no later than July 1 of each fiscal year.

3. If the Contractor does not have to comply with State Single Audit requirements, then, if requested by the Department, the Contractor shall submit a copy of the third party reimbursement form with a copy of an Independent Accountant's Report on Applying Agreed-Upon Procedures (sample to be provided by the Department).

4. If the Contractor does have to comply with State Single Audit requirements, then the Contractor shall only submit a copy of the third party reimbursement if requested by the Department.

5. If requested by the Department, reports are due to the Department's Birth to Three fiscal office by August 31st for the time period of July 1 through June 30 of the most recent fiscal year. The Contractor may submit a written request for an extension of the August 31st deadline. Extension requests shall be reviewed on an individual basis by the fiscal office. Extensions will be granted in writing. If the report is not submitted by August 31st or by the date cited in the extension, subsequent payments may be withheld until the report is received or an extension granted.

b. Records:

1. All documentation of evaluations, assessments, IFSPs, service case notes, correspondence and transition materials are to be kept in the child's early intervention record. The child early intervention records, whether on paper or electronic, are the property of the Department but will be maintained and stored by the Contractor for a period of six years after the child leaves the Contractor's Program. Such records may be archived in hard copy or retrievable electronic format. Electronic records must be encrypted to state standards. This includes all documents supporting medical insurance claims. All child early intervention records are covered by the FERPA and are not covered by the federal Health Insurance Portability and Accountability Act ("HIPAA"). Child early intervention records may be destroyed six years from the time the child exited the Program in accordance with the Records procedure located in the Birth to Three Procedures on the Birth to Three website at www.birth23.org. The Contractor agrees to retain fiscal records for three years.

2. That when written notification of contract cancellation, termination for cause, or non-renewal has been issued by either party, the Contractor may either retain all child records for at least six years after the child exited the Program or return the records to the Department. If the Contractor chooses to return the records to the Department, the Contractor will purchase storage boxes of a type acceptable to the State Records center and will place all retained paper child records into those boxes organized in accordance with the requirements of the State Library Records Center. The Contractor will prepare an alphabetized listing of all records in all boxes and will submit that to the Department as well as completing the approved state forms issued by the State Records Center. The Contractor will arrange, upon notification from the Department, to transport the records to the State Records Center in Rocky Hill, CT. If requested by the Contractor, the Department may purchase the storage boxes for the Contractor and deduct the cost from the Contractor's next monthly payment. All electronic records may also either be retained by the Contractor for a period of six years or returned to the Department, along with sufficient information to view encrypted records.

4. Third Party Billing:

a. Insurance:

1. The Contractor shall use the Department's selected insurance billing agent per a separate contract with the Department to file health insurance claims. The Contractor will receive and account for all insurance reimbursements.

2. All commercial insurance receipts must be reported on the monthly invoice in the month received by the Contractor. One hundred percent of insurance payments received by the Contractor shall be credited by the Department in the Department's calculation of payments owed under this contract for each type of Program specified in Part I, Section 1.a. of this contract.

3. The Contractor shall provide complete and accurate insurance information on each child in the Department's Birth to Three Data System.

4. In the event that a health insurance plan is directed by the Internal Revenue Service to withhold reimbursement, the amount of the reimbursement will be credited by the Department in the Department's calculation of payments owed under this contract.

b. Return of Insurance Reimbursements:

1. In the event that a Contractor is notified by a health insurance plan that its payment must be returned due to an error either by the insurance plan or by the Contractor, the Contractor may adjust its current monthly invoice to include 100% of the returned insurance reimbursement, regardless of the fiscal year it may affect.

2. In the event that a Contractor incorrectly receives insurance receipts for any child not enrolled in this Program, those receipts must be returned directly to the health insurance plan.

3. In the event that a contractor receives payments from a family's own health savings account (HSA) that have been made automatically toward a family's deductible, those receipts must be returned to the family. .

4. Parents shall not be billed by the Contractor for any Birth to Three services provided by the Contractor or its subcontractors. The Contractor shall be responsible for recouping insurance reimbursements inadvertently sent directly to families and reporting this to the Department fiscal office and submitting documentation. If so notified by the Department, the Contractor will suspend services to families that refuse to repay the Contractor for such insurance reimbursements when the amount owed exceeds the amount of fees that the parents would owe in three months.

5. Upon contract cancellation, termination for cause or non-renewal, the Contractor shall submit subsequent payments of insurance reimbursements for Program services delivered during the contract period directly to the Department.

c. Family Cost Participation:

1. In order to receive payment for services, the Contractor shall require that all families of eligible children not covered by Medicaid complete the Family Cost Participation form (Birth to Three Form 1-9a) no later than the first day of service and that the data is entered into the Birth to Three data system no later than the 15th of the following month. If data is omitted or entered incorrectly by the Contractor and such omission or error results in a subsequent retroactive adjustment to the monthly bills sent to the family, the Contractor must reimburse the Department for the difference. This reimbursement will be reported by the Department as an adjustment on the monthly direct service invoice (Birth to Three Form 2-1), or the Department will deduct the difference from the next monthly payment.

2. When a family's unpaid balance equals or exceeds three months' payments, the Contractor will be notified by the Department to suspend direct Program services. The family will be offered those services that are available at no cost to the family. These services include service coordination (including transition services), evaluation/assessment, development and evaluation of the IFSP, and due process rights. During any month in

which such Program services are suspended and the family has chosen to receive those services available at no cost, the Contractor will be paid a monthly amount per child which amount is established annually by the Department provided that there is documentation by the Contractor that Program service coordination (including transition services), evaluation/assessment or development and evaluation of the IFSP was provided during the month at issue.

5. **Data System:** The Contractor agrees to participate in and to comply with the following requirements of Connecticut's Birth to Three Data System:

   a. the Contractor will use the same version of Microsoft Office being used by the Department in order to access any documents created by the Department;

   b. updating attendance data by the 15th of each month and signing off electronically;

   c. entering all other required data, as required by the Department, within 10 business days of the event;

   d. maintaining an Internet connection for purposes of accessing the Birth to Three data system. Such Internet connection will be maintained at the sole expense of the Contractor;

   e. at its sole expense, installing a software "firewall" using a McAfee or Norton or comparable product; and

   f. at its sole expense, installing and regularly updating a virus software using a McAfee or Norton or comparable product.

6. **Federal Fund Requirement:**

   a. In addition the requirements of Part II, Section C.4. (Federal Funds), by signing this contract the Contractor certifies that all federal funds received under this contract will be used only for expenditures related to the provision of direct early interventions services in accordance with IDEA Section 638(1), 20 U.S.C. § 1438(1) Additionally, the Contractor hereby further certifies, agrees and declares that, in accordance with 34 C.F.R. Appendix A to Part 82 (1)-(3) that:

      1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

      2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

      3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

7. **Board Composition and Related Party Transactions for all Private Contractors:**

a. If the Contractor has a Board of Directors, the Contractor agrees that its Board of Directors shall include community, family and professional participation and, whenever possible the participation of people who use the services of the organization. The Contractor also agrees to report any and all "related party" relationships and transactions to the Department as defined in Part II, Section C.6 (Related Party Transactions).

b. If the Contractor has a Board of Directors, the Contractor shall make available to the Department upon request:

1. A list of current board members;

2. The biography of each of the current board members; and/or

3. Minutes of board meetings.

8. **Payments:**

a. General Payment Method: The Contractor shall complete monthly attendance through the Birth to Three data system, sign electronically, and submit one monthly invoice, Birth to Three Form 2-1, by the 15th of the month for the previous month for each type of Program specified in Part I, Section 1.a. of this contract. If attendance is not signed off electronically by the Contractor by the 15th of the month following the provision of services and thereby preventing timely issuance of the Family Cost Participation invoice, the program will be penalized one percent of their payment for every day this is not completed. The Department shall pay for services monthly, by retroactive payment, one monthly payment per invoice. Payment will be made no later than 30 days after the Department's receipt and approval of required reports and forms. The Contractor will be paid based on a unit of enrollment that equals 1/2 of a month. The first half will be the 1st through the 15th and the second half will be the 16th of the month on. The payment for one unit of service will be established by the Department for both general as well as autism-specific and deaf hard-of-hearing specific Programs, as revised from time to time by the legislature, and posted by July 1 of each year on the Department's website www.ct.gov/dds.

b. Developmental Screening: Contractors operating general Birth to Three Programs will be paid for each developmental screening (when so directed by the Department) at a rate established by the Department, as revised from time to time by the legislature, and posted by July 1 of each year on the Department's website www.ct.gov/dds.

c. Initial Evaluation and IFSP Meetings: Contractors will be paid one service unit for each initial evaluation completed provided that the evaluation or initial assessment meet the requirements of being multidisciplinary and being administered by qualified personnel as defined in the Personnel Standards located in the "Personnel Standards" procedure in the Birth to Three Procedures on the Birth to Three website at www.birth23.org. Contractors will be paid for each initial IFSP meeting at a rate established by the Department, as revised from time to time, and posted by July 1 of each year on the Department's website www.ct.gov/dds if the meeting is held on a separate date from the initial evaluation/assessment and within 45 days of the referral to Child Development Infoline (unless the meeting is delayed at the request of the family). Documentation that written prior notice was given to the parent prior to the IFSP meeting or that the IFSP meeting was held at the parent's request must be kept in the child's early intervention record.

d. Payment for Ongoing Direct Services: Payment for enrollment of a child new to the system will begin as soon as the IFSP is signed by the child's physician or advanced practice registered nurse and direct services have begun, as indicated by monthly attendance data. Payment will continue for any enrolled child who has a current IFSP unless the monthly attendance form indicates that no services were delivered in that month. For payment purposes, the term "service", after the initial IFSP direct services have begun includes IFSP review or annual meetings, transition conferences, and planning and placement team meetings. Payment will resume when services resume. The Contractor must, with written prior notice to the family, discontinue children for whom there are no

expectations of continuing either direct service or those services that are required to be provided at no cost to the family.

e. Payment for Those Services Required to be Provided at No Cost to the Family as Chosen by the Family: For eligible children whose families choose to receive those services that are required to be provided at no cost to the family, the Contractor will be paid for service coordination, evaluation, and IFSP development and evaluation. The Contractor will be paid monthly according to a rate established by the Department, as revised from time to time by the legislature, and posted by July 1 of each year on the Department's website www.ct.gov/dds provided that the Contractor documents that service coordination (including transition services), evaluation/assessment or development and evaluation of the IFSP was provided during the month. Contacting the family via email or voicemail does not constitute contact. A face-to-face contact between the service coordinato and the parent is required at least once every three months. The monthly payment will be suspended for the third month in which there is no such face-to-face contact and will resume during the subsequent month that face-to-face contact has been made.

f. Supplemental Payments: The Contractor is eligible to receive reimbursement ("Supplemental Payments") when more than 13 hours per month of contracted services are delivered for each eligible child, that have been pre-approved by the Department. The Contractor operating a general Program may submit a request for such supplemental payment for any child's IFSP that requires more than 13 contact hours of service per month. Group services, in which more than one eligible child is receiving services at a time, will be calculated at the rate of 1 hour of group = 1/2 hour of individual service. Following the approval of a request for supplemental payments, and if more than 13 hours of service are delivered in a month, the Contractor will be reimbursed for hours in excess of 13. The cost for approved hours in excess of 13 per month will be paid at rates established by the Department, as revised from time to time by the legislature, and posted by July 1 of each year on the Department's website www.ct.gov/dds. The Contractor operating a Birth to Three Program that is specific to children on the autism spectrum or children who are deaf or hard of hearing, as specified in Part I, Section 1.a. of this contract, is not required to submit a request for supplemental payments for any child's IFSP requiring less than 80 hours of direct services per month and will be reimbursed hours in excess of 13 at the same established rates as referenced above. The Contractor operating a Birth to Three general Program, as specified in Part I, Section 1.a. of this contract is not required to submit a request for supplemental payment if the sole reason that service hours exceeded 13 in a month solely due to the number of weeks in the particular month.

1. The first 13 hours of any contracted services that are covered by the existing unit cost rate will include any professional services rendered. To the extent that such professional services are less than 13 contact hours per month, any remaining hours up to 13 will be charged as either early intervention associate or early intervention assistant hours. The Contractor may request that the first and last months of service be prorated for direct services in excess of 6.5 hours and in those cases, the Contractor will be reimbursed for those hours over 6.5. Pro-rating may occur when services begin on or after the 16th of the month or the child exits on or before the 15th of the month. The term "exit" means that the child has been discontinued in the Contractor's Program because he or she transferred to another Program, the parents withdrew the child prior to age three, the Contractor can no longer locate the family, or the child is no longer under the age of three.

2. The Contractor will document the actual number of hours of contracted services provided in the Progress Notes which the Contractor shall record in the child's early intervention record and the Birth to Three data system in order to receive a supplemental payment.

g. Assistive Technology:

1. The Program will be reimbursed for the cost of any approved assistive technology device costing over $250 that is not covered by third party payers. The Program must seek third party reimbursement for the assistive technology device. If Medicaid pays for an appropriate device, the vendor and the Contractor must accept that amount as payment in full. An invoice for the Contractor's purchase of any assistive

technology device required under the IFSP will be part of the Contractor's regular monthly invoice (Birth to Three Form 2.1). The Contractor will consult with the New England Assistive Technology Marketplace (NEAT Marketplace, per a separate contract between Connecticut Institute for the Blind and the Department) prior to requesting reimbursement for purchase of any assistive technology device other than a hearing aid. The Contractor will contact the NEAT Marketplace for refurbishment or storage of any device where the price paid for the device used at least 51% of Birth to Three funds provided through this contract and the child it was purchased for no longer needs the device.

2. Upon contract cancellation, termination for cause or non-renewal, the Contractor shall return any state-owned assistive technology devices to the Department.

h. Specialty Evaluations: Upon prior approval from the Department, the Contractor will be reimbursed for 75% of the total cost (less any third party reimbursement) for any specialty evaluation costing in excess of $400. The amount due to the Contractor will be reported by the Contractor as an adjustment on the monthly direct service invoice (Form 2-1). Other limits on this reimbursement are established located in the "Payments to Programs" procedure in the Birth to Three Procedures on the Birth to Three website at www.birth23.org the Department may choose to reimburse at the lower amount.

i. Interpreting Services Other than Spanish: Upon prior approval from the Department, the Contractor will be reimbursed monthly for 75% of the cost for interpreting services (for languages other than Spanish) for that portion of the interpretation fee that exceeds $250 per month. The amount due to the Contractor will be reported by the Contractor as an adjustment in of the monthly direct service invoice (Form 2-1). Other limits on this reimbursement are located in the "Payments to Programs" procedure in the Birth to Three Procedures on the Birth to Three website at www.birth23.org.

j. One-time Payments: At the sole discretion of the Department, and within available appropriations, a one-time payment may be made to the Contractor for the purpose of enhancing Program quality or to offset unforeseen Program costs beyond the control of the Contractor.

k. Inclusive Playgroups: The Contractor will be reimbursed for expenses associated with assisting families to access inclusive playgroup experiences for eligible children up to a specified dollar amount each year based on Program size as of July 1 of each year. In no case will the Contractor be reimbursed for expenses associated with playgroups operated by the Contractor's own organization.

l. The Contractor will be notified by the Department no later than August 1 of each year of its Program size and the associated inclusive playgroup limits.

m. IFSP Services Owed to Families that Transfer: If there are IFSP services that were not delivered by the Contractor's staff or subcontractors and the family has not given written consent in the IFSP to forego those services prior to a family's transfer to another Program, the sending Program is responsible for those service hours as stated in Part I, Section 1.f.

n. Cash advance payments (as specified in Part I, Section 16 of this contract) made under this or a prior contract will be applied against future amounts owed under this or any successor agreement(s), upon notification of contract cancellation, termination for cause, or non-renewal. In the event that there are no such future amounts, the entire cash advance will be due to the Department within 30 days of cancellation, termination for cause, or non-renewal of this contract.

9. **Dispute Resolution Under IDEA:** In addition the requirements found in Part II, Section C.13 (Choice of Law/Choice of Forum; Settlement of Disputes; Claims Against the State):

a. There are three formal mechanisms for resolving disputes with families concerning Program services provided under this contract: written complaint, mediation, and hearing, as set forth in federal and state statutes and regulations.

b. The Contractor must participate in any mediation session or hearing requested by a family. The Contractor may or may not choose to enter into a written agreement with the family as a result of mediation. As necessary, the Contractor is required to immediately revise the IFSP and implement the results of any:

1. official response issued by the Birth to Three Director to a written complaint; or

2. hearing decision issued by a Birth to Three hearing officer; or

3. settlement agreement entered into by the Department in lieu of a hearing; or

4. mediation agreement.

c. When resolving a dispute with a family under this section, either informally or through mediation or hearing, the Contractor will be reimbursed for "compensatory services" up to the amount specified in an IFSP using the normal payment process outlined in and in accordance with the "Payments to Programs" procedure located in the Birth to Three Procedures on the Birth to Three website www.birth23.org. "Compensatory Services" are defined as those services the Contractor provides to a child as identified in a mediation agreement or under an award or settlement agreement after such hearing request. When the Contractor is implementing a settlement agreement entered into by the Department in lieu of a hearing, the Contractor will be reimbursed for compensatory services either under the normal payment process or under terms that may be unique to each agreement, as determined by the Department. The Contractor will not be reimbursed for any services that should have been provided to an eligible child in accordance with an IFSP but were not delivered due to cancellation by the Contractor's personnel.

10. **Separate Cost Center:** The Contractor agrees to maintain a separate cost center for the Program or Programs covered by this contract using generally-accepted accounting practices. The Contractor may choose to maintain one separate cost center covering all types of Programs specified in Part I, section 1.a. of this contract, provided that Program revenues and costs are segregated for each type of Program. If this is not feasible, the Contractor may choose to have one cost center for each type of Program specified in Part I, Section 1.a. of this contract.

11. **Federal Block Grant Funding:** If federal block grant funding is appropriated to this contract, the Department assumes no liability for payment unless the terms of this contract are in accordance with a legislatively-approved block grant plan, as provided by C.G.S. § 4-28b.

12. **Program Revisions:** Any change to the Program, as described in this contract, must be negotiated with and authorized by the Department through a formal written contract amendment.

13. **Outcomes and Measures:** The Contractor shall implement the Program services described in Part I, Section 1, to result in the following outcomes on behalf of clients. Such outcomes shall be measured in the manner described herein. Outcomes achieved, pursuant to these terms and conditions, will be monitored by the Department.

Outcomes	Measures
a. Eligible children will be identified, enrolled, and receive services as early as possible.	100% of families and children will have an initial IFSP meeting within 45 days of referral date unless the meeting is postponed at the family's request.
b. New Services will be delivered in a timely manner	100% of families and children will receive all new services scheduled to be provided at least monthly, within 45 days of the parent's signature on the IFSP.
c. Transitions for families of children leaving the Program at age three are smooth.	100% of the time transition conferences are held at least 90 days prior to the child's third birthday unless the conference is postponed at the family's request.
d. The Program will operate in compliance with Part C of the Individuals with Disabilities Education Act (IDEA).	Any issues of systemic non-compliance, including those above, will be corrected and verified as soon as possible but no later than 12 months of identification and any issues of non-compliance specific to a child or family will be corrected within a timeframe identified in writing by the Department.
e. The Program will meet or exceed the state target for family outcomes.	The average response from families on the three family outcomes as reported in the Annual Performance Report will meet or exceed the state target.
f. The Program will meet or exceed state targets for child outcomes.	The average child outcome summary rating for the three child outcomes as reported in the Annual Performance Report will meet or exceed the state target.

14. Service Area: The Contractor will accept referrals and provide services and supports to families from an agreed-upon written list of towns sent to the Contractor by the Department and posted on the Birth to Three website (www.birth23.org). The list can be revised in writing from time to time only by mutual written agreement of the Contractor and the Department. The Contractor may also, at its own discretion, choose to provide services and supports to families living in other Connecticut towns. The service area may be different for each of the types of Programs specified in Part I, Section 1.a. of this contract.

15. Cash Advance:

a. New Contractors, if it is the first contract to operate a Birth to Three Program, are eligible for a one-time start-up cash advance payment that will be due and payable either on the contract start date or on the date of Department approval, whichever is later. This payment will be equal to the approved first year's contract amount divided by the number of months approved by the Department for the Program operation for that contract term, as specified in Part I, Section 17.b below of this contract. The Contractor may decline the cash advance which is only available at start-up. Repayment of the cash advance will be made in accordance with Part I, Section 9.n. A Contractor that accepts a cash advance and chooses to return the funding to the Department may, with prior approval from the Department, request to deduct it from one or more monthly payments.

b. The Contractor received $ 0 in FY 13 .

16. Total Value of Contract: The total maximum payment under this contract shall not exceed: $ 1,000,000

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

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

1. **"Bid"** shall mean a bid submitted in response to a solicitation.

2. **"Breach"** shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.

3. **"Cancellation"** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.

4. **"Claims"** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, 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. **"Day"** shall mean all calendar days, other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.

10. **"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.

11. **"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.

12. **"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, Personal Information shall also include any information regarding clients that the Department classifies as "confidential" or "restricted." Personal 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.

13. **"Personal Information Breach"** shall mean an instance where an unauthorized person or entity accesses Personal Information in any manner, including but not limited to the following occurrences: (1) any Personal 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 Personal Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Personal Information together with the confidential process or key that is capable of compromising the integrity of the Personal Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

14. **"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 and correspondence, kept or stored in any form.

15. **"Services"** shall mean the performance of Services as stated in Part I of this Contract.

16. **"State"** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.

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

B. <u>Client-Related Safeguards</u>.

1. **Inspection of Work Performed.**

   (a) The Agency or its authorized representative shall at all times have the right to enter into the Contractor or Contractor Parties' premises, or such other places where duties under the Contract are being performed, to inspect, to monitor or to evaluate the work being performed in accordance with Conn. Gen. Stat. § 4e-29 to ensure compliance with this Contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to Agency representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this Section shall be made available to the Contractor.

   (b) The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

2. **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.

3. **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 103, 19a-216, 46b-120 (related to children); C.G.S.§ 46a-11b (relative to persons with mental retardation); and C.G.S.§ 17b-407 (relative to elderly persons).

4. **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 Public Safety 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 on the Web at http://ct.gov/opm/fin/cost_standards.

2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the [insert Agency name] or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.

3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) Days after receipt of the request:

   (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and

   (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

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

4. **Federal Funds.**

   (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.

(b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.

(1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.

(2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.

(c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.

(d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (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 Requirements.

(a) The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made. The Contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The Contractor shall comply with federal and state single audit standards as applicable.

(b) The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. 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.

(c) For purposes of this subsection as it relates to State grants, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230.

(d) The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

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 D.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 confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.

(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 contributed to the Acts giving rise to the Claims.

(d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any sections survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.

(e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(f) 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. 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.

14. 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.

15. **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.

16. **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.

17. **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.

18. **Record Keeping and Access.** The Contractor shall maintain books, Records, documents, 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. These Records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or, where applicable, federal agencies. The Contractor shall retain all such Records concerning this Contract for a period of three (3) years after the completion and submission to the State of the Contractor's annual financial audit.

19. **Protection of Personal Information.**

(a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal 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 implement and maintain a comprehensive data security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal Information, and information of a similar character, as set forth in all applicable federal and state

law and written policy of the Department or State concerning the confidentiality of Personal 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 Personal Information;
(2) Reasonable restrictions on access to records containing Personal 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 Personal Information, including but not limited to passwords; and
(5) Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.

(c) The Contractor and Contractor Parties shall notify the Department 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 Personal Information which Contractor or Contractor Parties possess or control has been subject to a Personal Information Breach. If a Personal 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 Department 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 Personal 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 Connecticut General Statutes § 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 Personal Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, 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 Personal 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 HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

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.

22. **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.

Section D. <u>Changes to the Contract, Termination, Cancellation and Expiration</u>.

1. **Contract Amendment.**

(a) 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.

(b) 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.

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

2. **Contractor Changes and Assignment.**

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

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

(2) no later than ten (10) days from the effective date of any change in:

(A) its certificate of incorporation or other organizational document;

(B) more than a controlling interest in the ownership of the Contractor; or

(C) the individual(s) in charge of the performance.

(b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating

from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

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

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

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

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

3. Breach.

(a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) Days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.

(b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:

(1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;

(2) temporarily discontinue all or part of the Services to be provided under the Contract;

(3) permanently discontinue part of the Services to be provided under the Contract;

(4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;

(5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;

(6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or

(7) any combination of the above actions.

(c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) 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 immediately 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.

(a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 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, on behalf of the Agency, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and

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

(f) 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. Part 160 and Part 164, subparts A, C, and E.

(g) Definitions

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

(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, limited to information created or received by the Business Associate from or on behalf 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 section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) 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 appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.

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

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

(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 agreed to by the parties.

(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 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 determining Covered Entity's compliance with the Privacy Rule.

(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 agreed to by the parties, information collected in accordance with subsection (h)(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; or

(C) provide a copy of the individual's PHI in an electronic health record,

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, 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 of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b)) and 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 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402(g) of HITECH (42 U.S.C. § 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. 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 protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

(C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

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

2. A description of the types of unsecured protected health information 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 individuals take to protect themselves from potential harm resulting from the breach.

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

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

(D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate 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 or a postal address. For breaches involving ten or more individuals whose contact information is insufficient or out of date to allow written notification under 45 C.F.R. § 164.404(d)(1)(i), the Business Associate shall notify the Covered Entity of such persons and maintain a toll-free telephone number for ninety (90) days after said notification is sent to the Covered Entity. 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.

(E) 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.

(i) 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 Privacy Rule 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).

(j) 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 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.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule 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.

(l) 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 (h)(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 (l)(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 or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (h)(10) of this Section of the Contract to the Covered Entity within ten 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.

(m) 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, the Privacy Rule and the Security Rule.

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 ("Act") 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 Act. 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 Act. As applicable, the Contractor shall comply with section 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 Connecticut General Statutes § 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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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

creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

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

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

56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

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. This Contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. All of these Executive orders are incorporated into

and made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Agency 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(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's ("SEEC") notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 reproduced below:

www.ct.gov/seecwww.ct.gov/seec

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

[X] Original Contract
[ ] Amendment #____
(*For Internal Use Only*)

SIGNATURES AND APPROVAL

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

Contractor

A.W. Holdings of Connecticut, LLC (A.W. Holdings, LLC)
Contractor (Corporate/Legal Name of Contractor)

Signature (Authorized Official) — Date: 6/19/12

William J. Swiss, President/CEO
(Typed/Printed Name and Title of Authorized Official)

Agency

Department of Developmental Services
Agency Name

Signature (Authorized Official) — Date: 6/29/12

Mary Fuller, Chief Fiscal & Administrative Services
(Typed/Printed Name and Title of Authorized Official)

Office of the Attorney General *(Approved as to form)*

__X__ Part I of this Contract having been reviewed and approved, as to form, by the OAG, it is exempt from review pursuant a Memorandum of Agreement between the Agency and the OAG dated 10/11.

Signature — Date

Assistant / Associate Attorney General

Authorization of Signature Document
(Corporate Resolution)

I, ***Mark T. Flegge, Secretary/Treasurer*** of A.W. Holdings of Connecticut, LLC (A.W. Holdings, LLC) an organized entity under the laws of the State of Indiana, hereby certify that the following is a full and true copy of a resolution adopted at a meeting of the Board of Directors, duly held on the 28th day of February, 2012,

(reference attached: "A.W. Holdings, LLC Board of Directors Resolution" copy)

"Resolved that William J. Swiss is hereby authorized to make, execute and approve on behalf of the entity named above any and all contracts and amendments and to execute and approve on behalf of this entity other instruments a part of or incident to such contracts and amendments, effective until otherwise ordered by the Board of Directors."

Also, I do further certify that the above resolution has not been in anyway altered, amended or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of A.W. Holdings of Connecticut, LLC (A.W. Holdings, LLC)

this 19 day of June, 2012.

L.S.

Signature of Secretary

A.W. Holdings of Connecticut, LLC (A.W. Holdings, LLC) does not have a corporate seal.

A.W. Holdings, LLC Board of Directors Resolution

COPY

State of Indiana

County of Allen

On the 28th day of February, 2012, at a meeting of the Board of Directors of A.W. Holdings, LLC, held in the city of Fort Wayne, in Allen County, Indiana, with a quorum of the directors present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

Be it resolved that the Board of Directors does hereby authorize **William J. Swiss** and **Mark T. Flegge** *(In the absence of Mr. Swiss)* and his/her successors in office to negotiate, on terms and conditions that he/she may deem advisable, a contract or contracts with any of the 50 states within the United States of America and to execute said contract or contracts, and further we do hereby give him/her the power and authority to do all things necessary to implement, maintain, amend, or renew said contract.

The above resolution was passed by a majority of those present and voting in accordance with the operating agreement.

I certify that the above constitutes a true and correct copy of a part of the minutes of a meeting of the Board of Directors of A.W. Holdings, LLC held on 28th day of February, 2012.

Signatures of Board Members:

	Printed Name	Signature
1	MICHAEL CASHILL	
2	Wm J. Swiss	
3	MARK T. FLEGGE	
4		

Subscribed and sworn before me, Shannon K. Rhoton, a Notary Public for the County of Allen, State of Indiana, on the 28th day of February, 2012.

My commission expires: August 18, 2012

A.W. Holdings, LLC Board of Directors Resolution

COPY

State of Indiana

County of Allen

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I certify that the above constitutes a true and correct copy of a part of the minutes of a meeting of the Board of Directors of A.W. Holdings, LLC held on 28th day of February, 2012.

Signatures of Board Members:

1 Douglas Stratton _____ Printed Name _____ Signature

2 _____ Printed Name _____ Signature

3 _____ Printed Name _____ Signature

4 _____ Printed Name _____ Signature

Subscribed and sworn before me, Shannon K. Rhoton, a Notary Public for the County of Allen, State of Indiana, on the 28th day of February, 2012.

_____

My commission expires: August 18, 2012

Form C
07-08-2009

STATE OF CONNECTICUT

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

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

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INSTRUCTIONS:

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

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am Secretary & Treasurer (Signatory's Title) of A.W. Holdings of Connecticut, LLC (A.W. Holdings, LLC) (Name of Entity), an entity duly formed and existing under the laws of Indiana (Name of State or Commonwealth).

I certify that I am authorized to execute and deliver this affidavit on behalf of A.W. Holdings of Connecticut, LLC (A.W. Holdings, LLC) (Name of Entity) and that A.W. Holdings of Connecticut, LLC (A.W. Holdings, LLC) (Name of Entity) has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1)and 4a-60a(a)(1), as amended.

Authorized Signatory

Mark T. Flegge
Printed Name

Sworn and subscribed to before me on this 19th **day of** June, **20**12.

Commissioner of the Superior Court/ Notary Public Shannon K. Rhoton

Aug. 18. 2012
Commission Expiration Date

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of $50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

INSTRUCTIONS:

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

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

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

GIFT CERTIFICATION:

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

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

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date	Name of Contributor	Recipient	Value	Description
n/a				

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date	Name of Contributor	Recipient	Value	Description
n/a				

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

A.W. Holdings of Connecticut, LLC (A.W. Holdings, LLC)
Printed Contractor Name

William J. Swiss, President/CEO
Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this 19 **day of** June **, 20**12 **.**

Commissioner of the Superior Court (or Notary Public)

Commission expires August 18, 2012

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

Certification to accompany a State contract, having a value of $50,000 or more, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10

INSTRUCTIONS:

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

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

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

A.W. Holdings of Connecticut, LLC (A.W. Holdings, LLC)
Contractor Name

Department of Developmental Services
Awarding State Agency

Mary Fuller
State Agency Official or Employee Signature

6/29/12
Date

Mary Fuller
Printed Name

Chief Fiscal & Administrative Svcs
Title

Sworn and subscribed before me on this 29th **day of** June, **20** 12.

Latoya S. Ledbetter
Commissioner of the Superior Court or Notary Public

Latoya S. Ledbetter
Notary Public
My Commission Expires August 21, 2015

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

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

n/a
Consultant's Name and Title

n/a
Name of Firm (if applicable)

n/a
Start Date

n/a
End Date

n/a
Cost

Description of Services Provided: n/a

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

If YES: n/a
Name of Former State Agency

n/a
Termination Date of Employment

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

A.W. Holdings of Connecticut, LLC
(A.W. Holdings, LLC)
Printed Name of Bidder or Contractor

Signature of Principal or Key Personnel

06/19/2012
Date

William J. Swiss, President/CEO
Printed Name (of above)

Dept of Disability Services (DDS)
Awarding State Agency

Sworn and subscribed before me on this 19 **day of** June, **20** 12.

Commissioner of the Superior Court or Notary Public

Commission expires August 18, 2012

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in 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 Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4)Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

(a) the bidder's success in implementing an affirmative action plan;
(b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
(c) the bidder's promise to develop and implement a successful affirmative action plan;
(d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
(e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa. Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.	Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name A.W. Holdings of Connecticut, LLC (A.W. Holdings, LLC) Street Address 8515 Bluffton Road City & State Fort Wayne, IN 46809-3022 Chief Executive William J. Swiss	Bidder Federal Employer Identification Number 20-8906852 Or Social Security Number_____
Major Business Activity (brief description) Providing services to children in the Connecticut DDS Birth to Three program	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No x -Bidder is a minority business enterprise Yes__ No x (If yes, check ownership category) Black___ Hispanic___ Asian American___ American Indian/Alaskan Native___ Iberian Peninsula___ Individual(s) with a Physical Disability___ Female___ - Bidder is certified as above by State of CT Yes__ No x
Bidder Parent Company (If any)	
Other Locations in Ct. (If any) CT Address: 6 Stony Hill Road, Suite 220 Bethel, CT 06801	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes x No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes x No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes x No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes x No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes x No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No x
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes x No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes x No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes x No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA x
6. Does your company have a collective bargaining agreement with workers? Yes__ No x 6a. If yes, do the collective bargaining agreements contain non-discrim ination clauses covering all workers? Yes__ No__ n/a 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__ n/a	12. Does your company have a written affirmative action Plan? Yes x No__ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes x No__ If yes, give name and phone number. Eric Weeks, Director of Human Resources 260-207-5668

Part III - Bidder Subcontracting Practices (Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes_X_ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)
*To be determined if awarded contract

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?
Yes__ No__ *To be detrimined

PART IV - Bidder Employment Information Date: 12/1/2011

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Executive/SR officials & managers	46	24	19	3	0	0	0	0	0	0	0
First/Middle officials & managers	140	24	79	9	24	1	3	0	0	0	0
Professionals	249	25	202	1	13	1	6	0	1	0	0
Technicians	39	3	32	2	2	0	0	0	0	0	0
Administrative Support	63	1	58	0	2	1	1	0	0	0	0
Craft Worker	3	3	0	0	0	0	0	0	0	0	0
Operatives	44	28	10	1	2	2	1	0	0	0	0
Laborers and helpers	8	7	0	0	0	1	0	0	0	0	0
Service Workers	2347	206	836	396	717	24	158	1	5	1	3
TOTALS ABOVE	2939	321	1236	412	760	30	169	1	6	1	3
Total One Year Ago	2084	240	943	252	552	21	68	2	3	2	1
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)

SOURCE	YES	NO	% of applicants provided by source
State Employment Service	x		Estimate 1%
Private Employment Agencies	x		Estimate 1%
Schools and Colleges	x		Estimate 2%
Newspaper Advertisement	x		Estimate 35%
Walk Ins	x		Estimate 11%
Present Employees	x		Estimate 10%
Labor Organizations		x	
Minority/Community Organizations	x		Estimate 5%
Others (please identify)			
Internet			Estimate 35%

2. Check (X) any of the below listed requirements that you use as a hiring qualification

(X)	
x	Work Experience
x	Ability to Speak or Write English
	Written Tests
x	High School Diploma
x	College Degree
	Union Membership
x	Personal Recommendation
	Height or Weight
	Car Ownership
	Arrest Record
	Wage Garnishments

3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination

* Human Resources is involved in transfers and promotions within the company
* WEB based training
* Management training
* Outside legal experts conduct training
* Internal grievance procedure and compliance reporting line
* Discrimination policy posted on internet

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
Eric Weeks	Director of Human Resources	6/19/12	260-207-5688