

## Department of Aging & Disability Services ARPA Senior Center Beneficiary Agreement 23SDRAASC01COL- Town of Colchester

Alexander, Andrea <Andrea.Alexander@ct.gov>

Thu 8/24/2023 9:23 AM

To:First Selectman <selectman@colchesterct.gov>;Patty Watts <seniorcitizens@colchesterct.gov>

Cc:State Unit, Aging <stateunitonaging@ct.gov>;Contracts, ADS <ADS.Contracts@ct.gov>;Troxler, Tercolia <Tercolia.Troxler@ct.gov>;Gordon, Susan <Susan.Gordon@ct.gov>

📎 2 attachments (358 KB)

23SDRASC01COL Town of Colchester ARPA Invoice.xls; 23SDRASC01COL Town of Colchester SC Benef.pdf;

Mr. Andreas Bisbikos  
First Selectman  
Town of Colchester  
127 Norwich Avenue  
Colchester, CT 06415

CONTRACT #: 23SDRASC01COL AMERICAN RESCUE PLAN ACT (ARPA) SENIOR CENTER FUNDING  
AMOUNT: \$32,691.00  
PERIOD: Date of execution of all parties - December 31, 2024

Dear Mr. Bisbikos:

The accompanying documents are for execution of the Beneficiary Agreement referenced above. Carefully review all documents and, before the agreement is signed, let me know whether you have any changes. Please return a PDF of all documents to my e-mail address [andrea.alexander@ct.gov](mailto:andrea.alexander@ct.gov) and to all persons copied on this e-mail **ASAP**. The following documents are included:

- **Beneficiary Agreement.** Please sign and date the last numbered page.
- **Exhibit A, Project Budget.** Please review and let us know if the information IS NOT correct
- **Exhibit B, Beneficiary Attestation.** Please sign and date.
- **CAPITAL IMPROVEMENT INVOICE** (For PROGRAMMING projects no invoice is needed; payment will be made by ADS upon full execution of the Agreement)

**For CAPITAL IMPROVEMENT projects only**, complete Section 2 of the attached invoice and sign next to “Authorized Signature”. Please refer to the following ARPA Capital Improvement Invoice instructions below:

1. The ADS ARPA Capital Improvement Project Invoice can be completed on the computer (the document is in Excel) and attached to an email. It can also be printed out and completed by hand and scanned via email.
2. The invoice **must include** the vendor name and address, contract number; contract number, contract period, an invoice date and a unique invoice number. Invoices must **not include** a client name, social security number, or date of birth! If an invoice is missing an invoice date or unique invoice number and/or includes client data, the invoice will be returned. Payments will not be released until the invoice is corrected.
3. Submit invoice to [SDR.AP@ct.gov](mailto:SDR.AP@ct.gov) and cc [Tercolia.Troxler@ct.gov](mailto:Tercolia.Troxler@ct.gov). Be sure to do the following:
  - Fill in the information regarding the contractor contact information in Section 2.
  - **Insert a unique INVOICE # for this invoice and an INVOICE DATE.**
  - Complete the CAPITAL IMPROVEMENTS, PERIOD OF TIME and AMOUNT sections as appropriate. There is a formula that will calculate the total invoice.
  - Include invoices for the services rendered along with proof of payment (i.e. canceled check, credit card statement, ACH, etc).
  - Submit via email to the email addresses above, in the subject line please put the contract # and contract name.

Questions regarding completion of the invoice should be directed to Tercolia Troxler at (860) 424-4913.

If you have any questions regarding the general Agreement execution process, please contact me through e-mail at [andrea.alexander@ct.gov](mailto:andrea.alexander@ct.gov).

Sincerely,

*Andrea C. Alexander*

Grants and Contracts Specialist

Central Contracts Unit on behalf of the Department of Aging & Disability Services

Business Administration Unit at DMHAS

410 Capitol Avenue

Hartford, CT 06134

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Agreement Number	23SDRASC01COL
Maximum Contract Award	\$32,691.00
Beneficiary Contact Person	Patricia Watts, pwatts@colchesterct.gov
ADS Contact Person	Claire Cote, <a href="mailto:Claire.cote@ct.gov">Claire.cote@ct.gov</a> , (860) 424-4868

**STATE OF CONNECTICUT**  
**Coronavirus State Fiscal Recovery Fund**  
**and Coronavirus Fiscal Local Recovery Fund (“CSLFRF”)**  
**Beneficiary Agreement**

The State of Connecticut Department of Aging and Disability Services

Street: 55 Farmington Avenue

City: Hartford State: CT Zip: 06105

Tel#: (860) 424-4800

(hereinafter “Department”), hereby enters into this Beneficiary Agreement (hereinafter “Agreement”) with:

Beneficiary’s Name: Town of Colchester

Street: 127 Norwich Avenue

City: Colchester State/Zip: CT 06415

Tel#: 860-537-3911 CORE SUPPLIER ID: 0000000028 UEI: KT7BJANCFJJ9

<b>Term</b>	This Agreement is in effect from <b>date of execution of all parties through December 31, 2024.</b>
<b>Statutory Authority</b>	The Agency is authorized to enter into this Agreement pursuant to § 4-8 and 17a-780 of the Connecticut General Statutes (“C.G.S.”).
<b>Set-Aside Status</b>	Beneficiary <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
<b>Effective Date</b>	This Agreement 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 Agreement shall be deemed effective for the entire term specified above.
<b>Amendment</b>	This Agreement may be amended only be means of a written instrument signed by the Department, the Beneficiary, and, if required, the OAG.

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Beneficiary Agreement (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:	Department of Aging and Disability Services 55 Farmington Avenue Hartford, CT 06105 Attention: Claire Cote	If to the Beneficiary:	Town of Colchester 127 Norwich Avenue Colchester, CT 06415 Attention: Andreas Bisbikos
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A party may modify the addressee or address for Notices by providing ten (10) days’ prior written Notice to the other party. No formal amendment is required.

## PART I

### A. RECITALS

WHEREAS, the American Rescue Plan Act (ARPA) was signed into law on March 11, 2021 and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Fiscal Local Recovery Fund, which together is known as the Coronavirus State and Local Fiscal Recovery Funds program (“CSLFRF program”); and

WHEREAS, the funds provided through the CSLFRF program are intended to provide support to State, territory, local, and Tribal governments in responding to the public health emergency caused by coronavirus (COVID-19) or its negative economic impacts; and

WHEREAS, pursuant to the U.S. Department of the Treasury final rule for CSLFRF funds, effective April 1, 2022, recipient states may use CSLFRF funds to provide beneficiaries, including municipalities or nonprofits, with funds for facilities improvements or programming expenditures that respond to the public health and negative economic impacts of the pandemic and are related reasonably and proportional to the pandemic impact identified and reasonably designed to benefit the impacted population; and

WHEREAS, the Beneficiary is a municipality or non-profit organization that, among other things, operates the Colchester Senior Center located at 95 Norwich Avenue, Colchester, CT 06415, which provides programming to elderly residents of the city/town of Colchester; and

WHEREAS, pursuant to Section 1 of Public Act 22-146, the General Assembly allocated \$10,000,000.00 in CSLFRF program funding to the Department to be distributed to Connecticut senior centers, including the Beneficiary to provide Facility Improvements and/or Programming; and

WHEREAS, the Contractor is a beneficiary of CSLFRF funds and as such is subject to specific terms and conditions related to the use of the CSLFRF funds; and

WHEREAS, the Department allocated **\$32,691.00** to the Beneficiary based up on the number of individuals in their municipality who are 60 years and over (hereinafter “elderly residents”), factoring in race, ethnicity, disability, federal poverty level, rural status and the recommendation of the Beneficiary’s municipality; and

NOW THEREFORE, the Beneficiary and the Department agree to the following terms and conditions.

### B. TERMS AND CONDITIONS FOR CSLFRF PAYMENT

1. “Facility Improvements” means improvements to the Beneficiary’s Senior Center infrastructure, which may include capital improvements to promote and encourage older adults to access Senior Centers. Improvements that encourage healthier living environments, outdoor recreation, socialization, connection amongst older adults and access to services and programs designed to mitigate the spread of COVID-19 or to respond to the negative public health effects of COVID-19. Examples of such improvements include, but are not limited to: building a covered outdoor seating area at the Senior Center for participants to allow for social distancing; upgrades to HVAC systems that provide better air filtration; building modifications to reconfigure or enlarge indoor spaces to allow for social distancing; or purchase of vehicles to provide transport to Senior Center and Senior Center activities to promote better access to the services provided by the Senior Center including, but not limited to, health services (including vaccines), social services, and social engagement.
2. “Programming” means services or events that support social connection and the physical, emotional, spiritual, or educational needs of Senior Center members, while supplying opportunities for enriching quality of life, expanding interests, tapping potential, and developing talents. Senior Center Programming may include purchased items, promotional materials and services, associated staffing and contracted services associated with providing services or events at a Senior Center that respond to the negative public

health impact of COVID-19. Examples may include but are not limited to: extended hours and associated needed staffing to attract new members; contracted mental health services; registration software and equipment that encourage social distancing; or credit card systems that discourage cash/check exchange between individuals.

3. The Beneficiary is a municipality/non-profit organization with a Senior Center/Senior Center(s) located in Colchester that provide/provides an array of programs and services designed to support the elderly residents of the communities served by the Beneficiary.
4. As a recipient of CSLFRF funding, the Beneficiary shall utilize such funds to address the negative economic impact of COVID-19 on the elderly residents of the communities they serve. Specifically, the CSLFRF funds shall be used to support the Colchester Senior Center.
5. The Beneficiary shall utilize the funds to perform the Facility Improvement and/or Programming services listed on the ADS-approved proposal, attached hereto and made part of this Agreement as Exhibit A.
6. The Beneficiary agrees to obligate all funds received under this Agreement on or before 12/31/2024, and fully expend all funds on or before 12/31/2026.
7. The Beneficiary agrees to furnish all cost and financial information requested by the Department or its designated agent, including, but not limited to, financial records maintained in accordance with generally accepted accounting principles, audited financial reports, purchase orders, receipts, travel reimbursement, third party contractual agreements, payroll records, and any and all other records as may be found necessary by the Department or its agent in determining compliance with any federal or state law, rule, regulation, or policy.
8. The Beneficiary acknowledges that this payment may be subject to federal or state audit, agrees to cooperate fully with any audits, and that any funds not spent in accordance with applicable requirements are subject to recovery and recoupment.
9. The Beneficiary agrees to promptly repay any funds that the Department or the result of any audit determines were used for unauthorized purposes or inappropriate expenditures or for purposes other than those authorized under this agreement, to the Department not later than ten (10) days after a written request from the Department or its designated agent. If the Beneficiary does not repay such funds upon request, the Department may initiate recoupment of the funds and take any other actions that it deems necessary to recover such funds.
10. The Beneficiary certifies, to the best of its knowledge and belief, that neither the Beneficiary nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental agency (federal, state or local) in accordance with 2 CFR 200.214 and 2 CFR 180.

### **C. U.S. DEPARTMENT OF TREASURY EXPENDITURE CATEGORIES**

The Beneficiary, understands and agrees that the funds provided through this Contract must be expended in compliance with the U.S. Department of Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds – Version 3 dated February 28, 2022 (“Treasury Reporting Guidance”). Specifically, in accordance with Expenditure Category (EC) 6.1 “Provision of Government Services”, these funds are a grant to mitigate financial hardship.

## D. FEDERAL AND STATE REQUIREMENTS

### 1. Federal Requirements.

- a) Funding Identification. Federal funding has been provided through State Identification (SID) 28009 for this Agreement as follows:  
Federal Award Project Title: American Rescue Plan Act  
Assistance Listing Number: 21.027  
Assistance Listing Program Title: Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)  
Award Year: 2021  
Research and Design: No  
Name of Federal Agency Awarding: US Department of Treasury
- b) Federal Office of Management and Budget Requirements.
- i. This Agreement includes Federal Financial Assistance, and therefore such funds shall be subject to specific sections of the Federal Office of Management and Budget Cost Principles codified in the OMB Uniform Guidance as set forth in 2 CFR Part 200, and as updated from time to time. The specific sections are: Subpart A, sections 200.100 – 200.110 of Subpart B; and section 200.303 of Subpart D.
  - ii. Federal funding shall be released by the Department contingent upon receipt of federal monies by the Department in compliance with the Federal Cash Management Improvement Act of (1990) (CMIA), 31 U.S.C. § 6501 et. seq.
  - iii. If the Contractor expends \$750,000 or more during their fiscal year in Federal awards, the Contractor shall have a single audit conducted in accordance with Title 2 CFR 200.514.
- c) The Beneficiary certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or shall be paid, by or on behalf of the Beneficiary, to any person for influencing or attempting to influence any officer or employee of any agency, member of Congress, an officer or employee of, or an employee of a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, 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 in accordance with 2 CFR 200.450.
- d) Lobbying. In compliance with the Federal Funds provisions in Part II, Section C.4.a of this Contract, the State requires that the language of the following certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under sub-recipients, which shall certify and disclose accordingly. The Contractor certifies that:
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the state, to any person for influencing or attempting to influence any officer or employee of any agency, member of Congress, an officer or employee of, or an employee of a member of Congress, or an employee of a member of Congress in connection with the awarding 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.
  - ii. 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 State shall

complete and submit standard Federal form-L.L.L., "Disclosure Form to Report Lobbying," (obtained from Health and Human Services) in accordance with its instructions.

- iii. If the Contractor engages in legislative advocacy, the Contractor agrees to keep separate logs of costs associated with such activity, in compliance with the OMB Super Circular as set forth in 2 C.F.R. Part 200 as amended from time to time. The Contractor shall not conduct legislative advocacy with Federal funds.
- e) Other ARPA-CSI.FRF Contract Requirements.
- i. The Beneficiary shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
  - ii. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Beneficiary is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
  - iii. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Beneficiary is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers.

## 2. State Requirements.

- a) Annual Audit.
  - i. Notwithstanding the provisions of Part II of this Contract, no later than six months after the close of the Contractor's fiscal year, the Contractor shall provide to the Department complete annual financial audit acceptable to the Department for all program funds, whether state awarded or not. Such audit shall include audit recommendations. The Department reserves the right to receive a copy of any audit for related parties under common control. The Contractor shall maintain all fiscal records and accounts for five years after the end of the contract year, or until the State Auditors of Public Accounts complete an audit of the Department for such fiscal year, whichever is later. The State Auditors of Public Accounts shall have access to such fiscal records and accounts during such period.
  - ii. Audit Submission Process: If the Contractor expends \$300,000 or more in State financial assistance during any State fiscal year during the Contract, the Contractor shall submit its A-133 and state single audit electronically to the Agency through a state-wide electronic system. The system is entitled "Office of Policy and Management - Electronic Audit Reporting System (EARS)". The link to access the system is <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>. The Contractor shall send the Department an e-mail alert stating that its audit has been uploaded to the identified system. If the Contractor requests an extension from the Office of Policy and Management, associated with the required audit submission, the Contractor must provide the Agency with a copy of the approved request.



## E. PAYMENT

1. For the term of this Agreement, the maximum value of this Agreement shall be \$32,691.00
2. Upon execution of this Agreement and approval of the same by the Office of the Attorney General, the Department shall issue payments for Facilities Improvements to the Beneficiary. Such payments shall be based on submission and Department approval of invoices documenting approved activities and corresponding costs.
  - a. Invoicing instructions for Facilities Improvements. The Beneficiary shall submit invoices to the Department e-mail box [SDR.AP@ct.gov](mailto:SDR.AP@ct.gov), on forms provided by ADS and on a schedule directed by the Department.
  - b. The Department requires the Contractor to submit all invoices within ninety (90) days from the date that Contract services are rendered. **Due to the ninety (90) day liquidation period following the closing date of federal grant awards, this time limit is necessary to ensure availability of funds applicable to the date Contract services are delivered.** Failure to comply with this requirement will result in non-payment of such services. Services rendered are not considered complete until the required report for the Contract service has been submitted to the Department.

## F. LIAISONS and NOTICES

1. For the Department:  
Department of Aging and Disability Services  
55 Farmington Avenue, 12<sup>th</sup> Floor  
Hartford, CT 06105  
Attention: Claire Cote  
[Claire.cote@ct.gov](mailto:Claire.cote@ct.gov)

2. For the Beneficiary:

Andreas Bisbikos  
First Selectman, Town of Colchester  
127 Norwich Ave  
Norwich, CT 06415  
[selectman@colchesterct.gov](mailto:selectman@colchesterct.gov)

Patricia Watts  
Director of Senior Services  
Colchester Senior Center  
95 Norwich Avenue  
Colchester, CT 06415  
[pwatts@colchesterct.gov](mailto:pwatts@colchesterct.gov)



## PART II – TERMS AND CONDITIONS

For Part II, the term “Contractor” shall mean the Beneficiary of this Agreement and “Contract” shall mean this Agreement.

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

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

1. **“Bid”** shall mean a bid submitted in response to a solicitation.
2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
5. **“Client”** shall mean a recipient of the Contractor’s Services.
6. **“Client Agency”** shall mean the agency of the State of Connecticut that is entering into this Contract.
7. **“Contract”** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
8. **“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.
9. **“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.
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. **“Confidential Information”** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual’s name, date of birth, mother’s maiden name, motor vehicle operator’s license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information regarding clients that the Agency classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
12. **“Confidential Information Breach”** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client, the Agency, the Contractor, or the State.
13. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.

14. **“Services”** shall mean the performance of Services as stated in Part I of this Contract.
15. **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

## **B. MANDATORY TERMS**

**Note:** The following provisions in this section do not apply if the Contractor is a municipality, political subdivision of the State, or a quasi-public agency: 10, 12, 15.h, 16, 18, and 19.

1. **Annual Audit.** Notwithstanding the provisions of Part II of this Contract, no later than six months after the close of the Contractor’s fiscal year, the Contractor shall provide to the OEC a complete annual financial audit acceptable to the OEC for all program funds, whether state awarded or not. The OEC reserves the right to receive a copy of any audit for related parties under common control. The Contractor shall maintain all fiscal records and accounts for three years after the end of the contract year, or until the State Auditors of Public Accounts complete an audit of the OEC for such fiscal year, whichever is later. The State Auditors of Public Accounts shall have access to such fiscal records and accounts during such period.
2. **Access to Data for State Auditors.** The Contractor shall provide to OPM access to any data, as defined in Conn. Gen Stat. Sec. 4c-1, concerning the Contract and OPM that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.
3. **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.
4. **Changes to the Contract, Termination, Cancellation and Expiration.**
  - a. **Contract Amendment.**
    - (1) Should the parties execute an amendment to this Contract on or before its expiration date that extend the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.
    - (2) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.
    - (3) The Agency may amend this Contract to reduce the contracted amount of compensation if:
      - i. 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
      - ii. federal funding reduction results in reallocation of funds within the Agency.
    - (4) 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.

b. **Contractor Changes and Assignment.**

- (1) The Contractor shall notify the Agency in writing:
  - i. 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;
  - ii. 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.
- (2) 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.
- (3) 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.
  - i. The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
  - ii. 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.
  - iii. 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.

c. **Breach.**

- (1) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to affect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- (2) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
  - i. 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;
  - ii. temporarily discontinue all or part of the Services to be provided under the Contract;
  - iii. permanently discontinue part of the Services to be provided under the Contract;
  - iv. 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;
  - v. 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;
  - vi. 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
  - vii. any combination of the above actions.
- (3) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.
- (4) 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.
- (5) 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.

d. **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.

e. **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.

**f. Ending the Contractual Relationship.**

- (1) 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.
- (2) 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.
- (3) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.13, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
- (4) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (5) 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.

**g. Transition after Termination or Expiration of Contract.**

- (1) 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.
- (2) 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.

**5. Indemnification.**

- a. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
  - (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and
  - (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning
    - i the confidentiality of any part of or all of the Contractor's bid or proposal, and
    - ii Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of

the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.

- b. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
  - c. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
  - d. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide
    - (1) a certificate of insurance,
    - (2) the declaration page and
    - (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
  - e. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
6. **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.
7. **State Ethics Laws.**
- a. The Contractor may access a guide to the Code of Ethics, which comprises the current Summary of State Ethics Laws, under the "State Contractors" section at <https://portal.ct.gov/Ethics/Public-Information/Public-Information/Publications-Guides-Annual-Reports>
  - b. **Summary of Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes:
    - (1) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract;
    - (2) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law;
    - (3) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law;
    - (4) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and
    - (5) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.
8. **Audit and Inspection of Plant, Places of Business and Records.**
- a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
  - b. The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.



- c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
  - d. The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
  - e. The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of:
    - (1) final payment under this Contract,
    - (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
      - i. 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.
      - ii. The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.
9. **Campaign Contribution Restriction.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "SEEC Form 10: [Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations.](#)"
10. **Protection of Confidential Information.**
- a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
  - b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data – security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
    - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
    - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
    - (3) A process for reviewing policies and security measures at least annually;
    - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
    - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
  - c. The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
  - d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
  - e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

## 11. Executive Orders and Other Enactments.

- a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- c. This Contract may be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

## 12. 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:
    - i. who are active in the daily affairs of the enterprise,
    - ii. who have the power to direct the management and policies of the enterprise, and
    - iii. who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n
  - (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.
- b. For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is:
  - (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract,
  - (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267,
  - (3) the federal government,
  - (4) a foreign government, or
  - (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).
- c. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital



- status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
- (2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
  - (3) The Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (4) The Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68c, 46a-68f and 46a-86; and
  - (5) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- d. 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.
- e. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- f. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- g. 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.
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and
  - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- i. **Nondiscrimination Certification.** Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory

of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) signing this nondiscrimination affirmation on the following line:

\_\_\_\_\_  
Signature (Authorized Official)

## B. OTHER TERMS

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

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

4. **Federal Funds.**
  - a. The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
  - b. The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act ("DRA") of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
    - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
    - (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
  - c. Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
  - d. Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation:
    - (1) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or
    - (2) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement

Programs, Department of Health and Human Services, Office of Inspector General (“HHS/OIG”) Excluded Parties list and the Office of Foreign Assets Control (“OFAC”) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

5. **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.
6. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section B.6.d:
  - 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.
7. **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.
8. **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.
9. **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.
10. **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.

11. **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.

12. **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.

13. **Reports.**

- a. 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.
- b. **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.

14. **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.

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

16. **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.

17. **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.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed as of the dates written below.

**SIGNATURES AND APPROVALS**

Agreement #23SDRASC01COL

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

**BENEFICIARY – TOWN OF COLCHESTER**

\_\_\_\_\_  
ANDREAS BISBIKOS, *First Selectman*

\_\_\_/\_\_\_/\_\_\_  
Date

**DEPARTMENT OF AGING AND DISABILITY SERVICES**

\_\_\_\_\_  
AMY PORTER, *Commissioner*

\_\_\_/\_\_\_/\_\_\_  
Date

**CONNECTICUT ATTORNEY GENERAL (APPROVED AS TO FORM)**

Part I of this Contract having been reviewed and approved, as to form, by the Connecticut Attorney General, it is exempt from review pursuant a Memorandum of Agreement between the Agency and the Connecticut Attorney General dated 8/18/2023, as may be amended from time to time.

**EXHIBIT A**  
**Project Proposal**  
**Contract # 23SDRASC01COL – TOWN OF COLCHESTER**

**BRIEF PROJECT DESCRIPTION**

**Senior Center Name/Physical Address:** new Colchester Senior Center under construction, 15 Louis Lane, Colchester, CT 06415

**Facility Improvement:** Colchester's allocation of ARPA funding will be used to help defray some of the cost of a new HVAC unit in the new facility which is currently under construction at 15 Louis Lane Colchester, with expected occupancy in summer/fall of 2024.

**Programming:** N/A

**PROJECT BUDGET**

Cost Item	Capital Project Total Cost	Programming Total Cost
Compensation		
Fringe Benefits		
Travel		
Equipment & Other Capital	32,691.00	
Materials & Supplies		
Contractual Services		
Consultants / Professional Services		
Occupancy (Rent & Utilities)		
Telecommunications		
Training & Education		
Direct Administrative Costs		
Additional Cost Item		
Additional Cost Item		
<b>Total Project Budget</b>	<b>32,691.00</b>	

**EXHIBIT B**

**American Rescue Plan Act – State Fiscal Recovery Funds Program:  
Beneficiary Attestation Form**

**Agreement # 23SDRASC01COL**

The funding provided to you as an eligible beneficiary is supported, in whole or in part, by federal award number SLFRP0128 awarded to the State of Connecticut by the U.S. Department of the Treasury State and local Fiscal Recovery Funds Program as authorized by the American Rescue Plan Act.

THE STATE AND LOCAL FISCAL RECOVERY FUNDS PROGRAM AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT PROVIDES FUNDING TO SUPPORT URGENT COVID-19 RESPONSE EFFORTS TO CONTINUE TO DECREASE SPREAD OF THE VIRUS AND BRING THE PANDEMIC UNDER CONTROL; REPLACE LOST REVENUE FOR ELIGIBLE STATE, LOCAL, TERRITORIAL, AND TRIBAL GOVERNMENTS TO STRENGTHEN SUPPORT FOR VITAL PUBLIC SERVICES AND HELP RETAIN JOBS; SUPPORT IMMEDIATE ECONOMIC STABILIZATION FOR HOUSEHOLDS AND BUSINESSES; TO MAKE NECESSARY INVESTMENTS IN WATER, SEWER, AND BROADBAND INFRASTRUCTURE; AND COVER THE COST OF OTHER ELIGIBLE ACTIVITIES.

**Beneficiary Agreement for New HVAC unit installation at new senior facility, 15 Louis Lane, Colchester, CT 06415**

ADS Program staff: **Claire Cote** Tel: (860) 424-4868; Email: [claire.cote@ct.gov](mailto:claire.cote@ct.gov)

**[ X ] I have read this form and hereby attest, as an authorized representative of Town of Colchester that Town of Colchester meets the requirements for an eligible beneficiary. I understand that providing false or misleading information may subject Town of Colchester to recoupment of funds up to the amount received.**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name and Title: Andreas Bisbikos, First Selectman**

**Beneficiary Legal Name: Town of Colchester**

**Beneficiary Address: 127 Norwich Avenue, Colchester, CT 06415**





