



Town of Colchester, Connecticut

95 Norwich Avenue, Colchester, Connecticut 06415

Patricia A. Watts, Director of Senior Services/Municipal Agent

MEMORANDUM

To: Board of Selectmen

From: Patricia A. Watts, Director of Senior Services

Date: 07/27/23

Re: Execution of Grant Contract with Senior Resources Agency on Aging

Grant funding in the amount of \$19,012.50 has been awarded for the 2024 Fiscal Year (beginning October, 1, 2023) to fund the Making Memories Program at the Colchester Senior Center. There is a copy enclosed, which needs to be signed and returned to Senior Resources by **August 18, 2023**.

Recommended Motion

Motion to approve the FY 2024 contract for funding awarded for the Making Memories Program and authorize the First Selectman to sign all necessary documents. (Signatory page is page 39 of the Contract)

Respectfully Submitted,

Patricia A. Watts
Director of Senior Services/Municipal Agent

NOTIFICATION OF AWARD

1. LEGAL APPLICANT/RECIPIENT
 Name: Colchester Senior Center
 Address: 95 Norwich Avenue
 Colchester, CT 06415
 Contact: Patricia Watts
 Phone #: 860-537-3911

This award is a reimbursement based grant. Payments will be based on invoices submitted to Senior Resources Agency on Aging. All invoices will be compared to the Management Information System (MIS). When a discrepancy exists, MIS statistics will be used

This award is for a maximum of: 3,750 units of therapeutic activity for 14 clients at \$5.07 per unit.

THE TOTAL AWARD IS BASED ON THE NUMBER OF UNITS TIMES THE UNIT COST.

2. FUNDING LEVELS

| | | |
|----------------------|--------------------|--------|
| Total Program Cost: | \$32,471.00 | |
| Client Donations: | \$1,000.00 | |
| Other Cash: | \$1,000.00 | |
| NET COST: | \$30,471.00 | 100% |
| Less Match | | |
| Non-Federal Cash: | \$8,098.50 | 26.58% |
| Non-Federal In Kind: | \$3,360.00 | 11.03% |
| TITLE III | \$19,012.50 | 62.40% |

3. PROJECT NUMBER: **F-24-3**
 4. Service Category: Health
 Service: Therapeutic Activity
 5. PROJECT PERIOD: **10/1/23 - 9/30/24**

6. TYPE OF ACTION
 New Federal Year Award XX
 Continued Award _____
 Revision _____
 Supplemental _____

7. TYPE OF CHANGE
 Increase Dollars _____
 Decrease Dollars _____
 Increase Duration _____
 Cancellation _____
 Other (Specify) _____

8. FEDERAL FISCAL YEAR: 2024

9. YEARS OF OPERATION: 14

10. CONDITIONS/RECOMMENDATIONS ATTACHED:
 Yes _____ No X

11. REMARKS
 A. Unless revised, the amount of this award will constitute a ceiling for federal participation in the approved cost.

B. The Federal share of a project cost is earned only when the cost is accrued and the non-federal share of the cost has been contributed. Receipt of Federal funds does not constitute earning of these funds.

Name/Title of Authorizing Official: Alison Dvorak, Executive Director

Signature of Authorizing Official: 

Date: 7/19/2023

PURCHASE OF SERVICES AGREEMENT
BETWEEN
SENIOR RESOURCES AGENCY ON AGING
AND
COLCHESTER SENIOR CENTER

PART I – PROGRAM STANDARDS, REPORTING AND FISCAL PROCEDURES

A. CONTRACTOR PARTIES

This Agreement shall take effect on the first day of October 2023 and shall remain in effect until and through the thirtieth day of September 2024, unless earlier terminated in accordance with the terms of the Agreement and is made and entered into between the

Senior Resources Agency on Aging (the Agency)

and

Colchester Senior Center(Contractor)

Contractor's DUNS Number - 177899317

Total Contract Value **\$19,012.50** with an Indirect Cost Rate of 10%

The Contractor has demonstrated the experience and capacity to provide such services in compliance with the requirements of the Agency and of Title III as are hereinafter described and has been proposed by the Contractor in the approved application.

B. FUNDING IDENTIFICATION

The Agency has received authorization from the Connecticut State Department on Aging (SDA), to act as the Area Agency on Aging, the Agency has authority under Title III of the Older Americans Act of 1965, as amended, 42 U.S.C. 3001 et seq. (Title III) to fund such a program in accordance with the following Catalog of Federal Domestic Assistance Titles;

Federal funding has been provided for this contract as follows:

CFDA (Catalog of Federal Domestic Assistance) Title: Title IIIB

CFDA Number: 93.044

Award Name: Older Americans Act Funding

Award Year: FFY 2024

Federal Award: \$693,906

Research and Design: No

Name of Federal Agency Awarding: Administration for Community Living

Funds from the State of Connecticut, State Department on Aging may also be included in this Contract.

The Contractor shall not exceed the default 10% cap on administrative costs for federal funding allocated under this contract unless an approved federally recognized indirect cost rate negotiated between the Contractor and the federal government is in place. Documentation of the federally recognized indirect cost rate must be provided. See <https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards> for details.

The approved application and budget do hereby become a portion of this contract by reference.

C. DETERMINATION OF ELIGIBILITY

The determination of each individual's eligibility for services is the responsibility of the Contractor in conformance with the criteria defined in the approved proposal and Policy Manual of Senior Resources.

D. UNITS OF SERVICE AND REIMBURSEMENT RATE

1. Definitions

The term "Agency reimbursement rate" is defined as a composite unit cost made up of resources received through Title III of the Older Americans Act of 1965, as amended, and State funds. The term "Maximum reimbursable amount" is defined as the maximum amount that the Contractor can be reimbursed under the Agreement for the applicable service.

The term "other resource amount" is defined as other funding, including, but not limited to, participant contributions, federal, state, foundation, local and private resources, received by the Contractor.

2. Units of Service and Reimbursement

3,750 units of Therapeutic Activity – Maximum Reimbursable Amount

The Contractor shall provide for eligible individuals up to, but not exceeding, the maximum number of reimbursable service units at the unit cost rate specified below:

| | <u>Rate</u> | <u>Amount</u> |
|--------------------------------------|--------------------|--------------------|
| Agency Reimbursement Rate and Amount | \$5.07/unit | \$19,012.50 |
| Other Resource Rate and Amount | \$3.06/unit | \$11,475.00 |
| Totals Rate and Amount | \$8.13/unit | \$30,487.50 |

One hour equals one unit of therapeutic activity.

The above listed services (hereinafter collectively called the "services") is more fully defined in the funded proposal, a copy of which is on file and is incorporated by reference herein.

E. SUBCONTRACTS

1. The Contractor must request and obtain prior written approval from Senior Resources before finalizing any subcontract arrangement.
2. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; and (4) provide assurances to Senior Resources that the proposed subcontract contains the terms as specified in this contract.

| Subcontracting Organization | Address | Description of Services | Performance Period | Payment Terms/Total Value |
|-----------------------------|---------|-------------------------|--------------------|---------------------------|
| N/A | | | | |

F. SERVICE STANDARDS

Under this Agreement, the Contractor shall comply with the Policies and Application Instructions, federal and state regulations, including, but not limited to Regulations of Connecticut State Agencies Section 17b-423-5, and all applicable written standards issued by the State Department on Aging, and ensure that these standards are met by any approved subcontractor.

G. SERVICE PROVISION & REPORTING

The Contractor shall report in formats and at intervals specified by the Agency on its progress in meeting its targets for services, clients and client contributions, as well as any special conditions identified in this Agreement.

The Contractor shall participate in SAMS or the federal designated NAPIS Management Information System (MIS) program, administered by the State Department on Aging in accordance with the schedule for reporting established by the Agency.

The Contractor shall submit monthly statistical (MIS) and financial reports on or before the 15th of each month for the previous month's activity. A financial report comparing the approved budget and the actual budget is due within 45 days following the end of the fiscal year.

All financial, program, and other books, records, documents, and property pertaining to this Agreement shall at all reasonable times be open for inspection, review or audit by the U. S. Administration for Community Living, the State Department on Aging, the Agency or their authorized representatives, whose representatives shall at all reasonable times have access to the premises wherein such books, records, documents and property are housed for five (5) years after final payment hereunder.

1. Client-Based Outcomes and Measures

The Contractor shall implement the programs and services to result in the outcome(s) as proposed in the Contractor's application on behalf of Clients.

2. Client Surveys

- a. At least once during each federal fiscal year of the contract period, the Contractor shall administer satisfaction surveys to Clients. It also must measure the impact of the service on the client.
- b. The Contractor shall send a copy of the satisfaction survey tool(s) to Senior Resources.
- c. The Contractor shall report the survey results (including the impact) and plans for program modifications deemed necessary as a result of the surveys annually to Senior Resources

3. Programmatic/Statistical Reporting.

- a. A report evaluating the goals of the program and explaining the ongoing and completed activities of outreach to the chosen target populations is due on or before April 15th (mid-year) and on or before October 15th (year-end). The Contractor shall, in these reports, justify any variance of more than 20% between actual performance levels and targets.
- b. The Contractor shall submit by the November 1 after the expiration of the contract period a comparison of the budget that has been approved by the Agency versus actual expenditures for the contracted period.

The Contractor will submit required reports by the designated due dates. Senior Resources reserves the right to withhold payments for services performed under this contract if Senior Resources has not received acceptable progress reports, statistical reports, expenditure reports, refunds and/or audits as required by this agreement.

H. Program Administration

1. Personnel – The Contractor agrees to develop and maintain policies relative to its personnel. Said personnel policies shall be maintained at the Contractor's location in the Contractor's files and be made available to Senior Resources as requested by Senior Resources, its representatives and its agents. The Contractor further agrees to submit a copy of its personnel policies to Senior Resources, if requested, within ten calendar days of receipt of such request.
2. Notification of Changes in Key Personnel – The Contractor shall immediately notify Senior Resources in writing whenever the Contractor intends to make or undergo changes in key personnel, i.e., Chief Executive Officer, Chief Financial Officer, program directors, program coordinators of Senior Resources funded programs, and officers and members of the Contractor's Board of Directors. The Contractor shall also notify Senior Resources of changes

in key program and service personnel of its Subcontractors as applicable to services funded under this Contract.

3. Transport of Clients – In the event that the Contractor or any of its employees or subcontractors shall, for any reason, transport a Client, the Contractor hereby agrees to the following:
 - a. The Contractor shall require that its employees, subcontracted transportation Contractors, drivers, and vehicles meet licensure or certification requirements established by the State of Connecticut Department of Transportation (DOT) and the State of Connecticut Department of Motor Vehicles (DMV) that transport, or have the potential to transport, Clients; and
 - b. All vehicles utilized shall be appropriately licensed, certified, permitted, and insured.

I. FISCAL PROCEDURES

Financial Management - The Contractor agrees to implement and adhere to sound financial management practices of fund accounting and shall monitor their subcontractors to assure that the subcontractors adhere to financial guidelines as stringent as those required of itself. Funds under this contract will not be used to assist, promote or deter union organizing.

1. General Procedures

This agreement shall apply to those services performed by the Contractor (as specified in this Agreement) that are supported by the Agency Reimbursement and matching funds. In no case shall the Contractor's expenditures pursuant to this agreement exceed the total approved Agency reimbursement costs for each service category as specified in the Agreement without the prior written approval of the Agency.

2. Budget Revisions

The Contractor must receive prior written approval from the Agency for the following types of budget revisions:

- a. modification of reimbursement rates;
- b. the purchase of an item of equipment that was not approved in the original budget;
- c. a transfer involving an increase of an approved line item by more than fifteen percent (15%) of the line item, or \$1,500, whichever is greater; and
- d. any increase in compensation for services under a sub-contract.

Any request to modify reimbursement rates shall be submitted by the Contractor to the Agency no later than June 1 of the involved Agreement year.

The cost is earned only when the cost is accrued, service provided, and other resources have been documented. Receipt of Agency reimbursement funds (either through advance or reimbursement) shall not constitute earning of these funds.

3. Accounts

The Contractor shall maintain either a separate bank account or an accounting system that clearly identifies the source and expenditures of Agency reimbursable funds, client contributions and other resources contributed by the Contractor as local share for the project. Disbursements of all Agency reimbursable funds received from the Agency, all client contributions and all other resources contributed by the Contractor shall be reported in accordance with the Contractor Service Invoice. Project accounting records of the Contractor shall be itemized in sufficient detail to show the exact nature of all receipts and disbursements. Verifications of total disbursements must be available to the Agency for audit purposes for a minimum of ninety (90) days after the close of the project year.

4. Records Reporting

The Contractor shall establish and maintain such documents and financial and program records as are required by the Agency to insure documentation, monitoring and evaluation of financial activities and the provision of purchased services.

The Contractor shall prepare and submit monthly invoices as specified in the Payment Procedures Section below.

5. Payment Procedures

The Contractor shall, within fifteen (15) calendar days following the close of each calendar month of the Agreement, submit a monthly invoice to the Agency on a form provided by the Agency. The invoice will detail the total amount of services provided to eligible participants in each of the approved service categories by the Contractor during said month, list the amount of client contributions received and progress toward an annual contribution goal for the approved service.

Such service invoices shall be compared by the Agency with the monthly output report from SAMS the Management Information System (MIS). Subject to receipt by the Agency of funds from the State Department on Aging and upon receipt and approval of a properly completed invoice and confirmation with MIS output data, the Agency shall make payment to the Contractor. The Agency may adjust any invoice of the Contractor to reflect corrections and/or updated information either before or after payments have been made.

In situations where MIS data does not agree with the Contractor records, the Agency shall process payments based on the MIS data. Should the Contractor dispute the MIS data, it shall have the responsibility to submit necessary substantiation or corrections thereof to the Agency no later than the November 15 after the expiration of the Agreement.

Failure to submit all required reports by the scheduled dates will result in delayed payment.

Subject to receipt of funds from the State Department on Aging the Agency shall process payments within thirty (30) working days of the receipt of the invoices and MIS output reports.

6. Client Contributions

Project income from client contributions is subject to the requirements of Title 45 of the Code of Federal Regulations, Part 74 Administration of Grants. Consistent with those regulations, client contributions received during the contract period that exceed the goal of **\$1,000.00** for the approved service shall be used as follows:

- a. to provide service units over and above the contracted amount during the Agreement period [to be reported consistent with the contract reporting requirements];
- b. to be carried forward to be used for the costs of providing service in a succeeding Agreement period;
- c. to expand the services that are provided to clients in this project; or
- d. to reduce the Agency reimbursable rate.

7. Withholding of Payments and Imposing Financial Penalties

Senior Resources reserves the right to withhold payment for this contract if:

- a. Senior Resources has not received, on a timely basis, acceptable financial reports, programmatic reports, MIS or audits as required for any and all contracts the Contractor has entered into with Senior Resources.
- b. The Contractor uses funds and/or personnel for purposes other than described in the application, or defaults in any of the provisions of this Contract.

8. Financial Penalty

- a. Senior Resources may impose a financial penalty on the Contractor if the Contractor fails to submit timely and accurate reports as specified in the Reporting section of this contract.

9. Unused Funds

- a. Unused funds are not carried over from one project year to the next.

J. TECHNICAL ASSISTANCE

Senior Resources will make technical assistance available to the Contractor, limited to the extent requested by the Contractor and to the extent of the availability of Senior Resources, in implementing these reporting requirements.

K. Monitoring

The Contractor will be reviewed and evaluated for performance by the Senior Resources designee at least annually. Such reviews and evaluations may be performed by examination of documents and reports, by site visits or by a combination of both.

L. INDEPENDENT AUDIT

The Contractor's financial records shall be audited at least annually by an independent

accountant. The audit shall be performed in accordance with federal and state laws and generally accepted accounting principles. A copy of the audited financial statements including the auditor's comments must be forwarded to the Agency within ninety (90) days of the last day of the preceding fiscal year. Any agency required to obtain a federal or state single audit must include those reports with the regular audit.

Audit Exceptions – In addition to and not in any way in limitation of any other obligation of this Contract, it is understood and agreed by the Contractor that it shall be held liable for any State or Federal audit exceptions and shall return to Senior Resources all payments made pursuant to this Contract to which exception has been taken or which have been disallowed because of such an exception.

M. LICENSES

The Contractor shall procure and keep current any license, certification, permit, or accreditation required by local, state or federal statute or regulations and shall, upon the request of the Agency, submit to the Agency proof of any such licensure, certification, permit or accreditation.

N. MANDATORY TERMS AND CONDITIONS

1. Identification of Funding Source

The Contractor will identify the source of funding for this project in all publicity, including all materials published about the project. The following sentence may be used for this purpose. "This program is supported by Senior Resources – Agency on Aging with Title III funds made available under the Older Americans Act."

2. Older Americans Act

The Contractor hereby agrees to comply with the Older Americans Act of 1965, as amended all requirements imposed by the applicable HHS regulations and all guidelines issued pursuant thereto.

As a condition of receipt of funds under this Act, each Contractor shall assure that they will:

- a. Provide Senior Resources, in a timely manner, statistical and other information which Senior Resources requires in order to meet its planning, coordination, evaluation and reporting requirements established by the State and/or Federal funding sources;
- b. Afford older persons the opportunity to contribute for all or part of the costs of the services;
- c. The Contractor is accountable to Senior Resources for income generated by Title III supported activities. Records of the receipt and disposition of program income must be maintained by the Contractor in the same manner as required for Title III funds that gave rise to the income. Such income is subject to disposition and use at the option of Senior Resources;
- d. Protect the privacy of each older person with respect to his or her contributions;
- e. May not deny any older person a service because the older person will not or cannot contribute to the cost of the service;
- f. Establish appropriate procedures to safeguard and account for all contributions;

- g. With the consent of the older person or his/her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person or the household of the older person in imminent danger;
- h. Where feasible and appropriate, make arrangements for the availability of services to older persons in weather related emergencies;
- i. Assist participants in taking advantage of benefits under other programs;
- j. Assure that persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services; and
- k. Assure that the proposed project intends to satisfy the service needs of older persons with severe disabilities; those at risk of institutionalization; those living in rural areas; those that are 100% of federal poverty level or below; those at 101% - 149% of federal poverty level; those with Alzheimer's disease and related disorders; minority and low income minority; and those with limited English proficiency.

PART II TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions:

A. OTHER AGREEMENTS

The Contractor agrees that the project will be carried out in accordance with the following acts and regulations:

1. Title III of the Older Americans Act of 1965, as amended;
2. Title IV of the Civil Rights Act of 1964;
3. Americans with Disabilities Act of 1990;
4. Federal Drug-Free Workplace Act of 1988
5. Federal OMB Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
6. Connecticut statutes concerning state grants;
7. Agency policies and procedure;
8. Federal Policy 45 CFR Part 74;
9. Applicable sections of the Connecticut General Statutes Annotated Sections including, but not limited to:
 - a. non-discrimination and affirmative action in contracts of the state, C.G.S.A. Section 4a-60;
 - b. non-discrimination regarding sexual orientation, C.G.S.A. Section 42-60a;
 - c. whistleblower provisions, C.G.S.A. Section 4-61dd;
 - d. non-smoking, C.G.S.A. Section 31-40q
10. Connecticut Public Act 07-1 concerning campaign contribution restrictions; and
11. Applicable Connecticut Executive Orders including, but not limited to:
 - a. No. 3 concerning non-discrimination;
 - b. No. 16 concerning workplace violence prevention policies;
 - c. No. 17 concerning Connecticut State Employment Service listings;
 - d. No. 7c concerning the Contracting Standards Board; and
 - e. No. 14 concerning the procurement of cleaning products and services.

B. CLIENT-RELATED SAFEGUARDS

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

2. Safeguarding Client Information

The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.

3. Reporting of Client Abuse or Neglect

The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); C.G.S. § 46a11b (relative to persons with mental retardation); and C.G.S. § 17b-407 (relative to elderly persons).

4. Background Checks

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

C. CONTRACTOR OBLIGATIONS

1. Cost Standards

The Contractor and the Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM on the Web at http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806

The Contractor shall not exceed the default 10% cap on administrative costs for federal funding allocated under this contract unless an approved federally recognized indirect cost rate negotiated between the Contractor and the federal government is in place. Documentation of the federally recognized indirect cost rate must be provided.

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. All publications shall contain the following statement: "This

publication does not express the views of Senior Resources Agency on Aging 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.
- 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.
- c. 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.

5. Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately

notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

D. AUDIT REQUIREMENTS

1. The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made. The Contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The Contractor shall comply with federal and state single audit standards as applicable.
2. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
3. For purposes of this subsection as it relates to State grants, the word "Contractor" shall be read to mean "non-state entity," as that term is defined in C.G.S. § 4-230.
4. The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

E. 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. "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:

1. Real estate sales or leases;
2. Leases for equipment, vehicles or household furnishings;

3. Mortgages, loans and working capital loans; and
4. Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

F. SUSPENSION OR DEBARMENT

In addition to the representations and requirements set forth in Section E:

The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
- b. 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;
- c. 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
- d. 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.
- e. Any change in the above status shall be immediately reported to the Agency.

G. 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.

H. 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.

A subcontract with N/A is approved as part of this contract.

1. The Contractor must request and obtain prior written approval from Senior Resources before finalizing any subcontract arrangement.

2. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; and (4) provide assurances to Senior Resources that the proposed subcontract contains the terms as specified in this contract.
3. Each and any subcontract must contain terms that shall require the subcontractor to adhere to the requirements, including but not limited to:
 - a. Client-Related Safeguards;
 - b. Federal Funds
 - c. Audit Requirements
 - d. Related Party Transactions
 - e. Suspension or Debarment
 - f. Independent Capacity of Contactor
 - g. Indemnification of the State and Senior Resources
 - h. Insurance
 - i. Compliance with Law and Policy
 - j. Facilities Standards and Licensing
 - k. Representations and Warranties
 - l. Record Keeping and Access
 - m. Protection of Personal Data
 - n. Litigation
 - o. Sovereign Immunity
 - p. Changes To The Contract
 - q. Termination, Cancellation and Expiration
 - r. Contractor Changes and Assignment; and
 - s. Statutory and Regulatory Compliance

The Contractor agrees to be responsible to Senior Resources for the performance of any subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall bear full responsibility, without recourse to Senior Resources, for the subcontractor's performance. The Contractor shall retain Senior Resources' written approval and each subcontract in the contract file.

Absent compliance with this section, no Contractor Party expense related to the use of a subcontractor will be paid or reimbursed by Senior Resources unless Senior Resources, in its sole discretion, waives compliance with the requirements of this section. In order to be effective, any waiver of the requirements of this section must be in writing and signed by Senior Resources. Senior Resources, in its discretion, may limit or condition any waiver of these requirements as it deems appropriate, including, for example, by limiting the dollar amount or any waiver, requiring proof that the subcontractor provided services under the contract, by requiring that any federal requirements under any federal grant program are satisfied, and/or requiring proof that the Contractor utilize the funds paid under the contract to promptly pay the subcontractor for services rendered.

I. 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.

J. INDEMNIFICATION

1. The Contractor shall indemnify, defend and hold harmless the Agency and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
 - a. 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
 - b. liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the Agency in carrying out its indemnification and hold-harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or un-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.
2. The Contractor shall reimburse the Agency for any and all damages to the real or personal property of the Agency caused by the Acts of the Contractor or any Contractor Parties. The Agency shall give the Contractor reasonable notice of any such Claims.
3. 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 Agency is alleged or is found to have contributed to the Acts giving rise to the Claims.
4. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any sections survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the Agency as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.
5. The rights provided in this section for the benefit of the Agency shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

6. This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

K. 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:

1. 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;
2. 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.
3. Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
4. 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.

L. CHOICE OF LAW/CHOICE OF FORUM, SETTLEMENT OF DISPUTES, CLAIMS AGAINST THE STATE

1. The Contract shall be deemed to have been made in the City of Norwich 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 Norwich 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.

2. 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.
3. 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.

M. COMPLIANCE WITH LAW AND POLICY, FACILITY STANDARDS AND LICENSING

Contractor shall comply with all:

1. Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to the 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
2. 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.

N. REPRESENTATIONS AND WARRANTIES

Contractor shall:

1. Perform fully under the Contract;
2. 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
3. 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.

O. REPORTS

The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.

P. 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.

Q. RECORD KEEPING AND ACCESS

The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or, where applicable, federal agencies. The Contractor shall retain all such records concerning this Contract for a period of three (3) years after the completion and submission to the Agency of the Contractor's annual financial audit.

R. PROTECTION OF PERSONAL INFORMATION

1. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

<http://www.ct.gov/ag/cwp/view.asp?a=2105&q=511090>

2. Each Contractor or Contractor Party shall implement and maintain a comprehensive data security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:
 - a. A security policy for employees related to the storage, access and transportation of data containing Personal Information;
 - b. Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
 - c. A process for reviewing policies and security measures at least annually;
 - d. Creating secure access controls to Personal Information, including but not limited to passwords; and
 - e. Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.
3. The Contractor and Contractor Parties shall notify the Agency and the Department on Aging and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which

Contractor or Contractor Parties possess or control has been subject to a Personal Information Breach. If a Personal Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency, the Department on Aging, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Personal Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Personal Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, the Department on Aging, any State of Connecticut entity or any affected individuals.

4. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Personal Information in the same manner as provided for in this Section.
5. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

S. WORKFORCE ANALYSIS

The Contractor shall provide a Workforce Analysis Affirmative Action report related to employment practices and procedures.

T. LITIGATION

1. 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.
2. 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.

U. 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.

V. CHANGES TO THE CONTRACT, TERMINATION, CANCELLATION AND EXPIRATION

1. Contract Amendment

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.

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

- a. The total amount budgeted by the Agency for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
- b. Federal funding reduction results in reallocation of funds within the Agency.

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

2. Contractor Changes

The Contractor shall notify the Agency in writing:

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

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.

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

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.

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.

4. Breach of Contract

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

- b. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
 - 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 Agency 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 Agency or the program(s) provided under this Contract or both; or
 - vii. any combination of the above actions.
- c. The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.
- d. In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- e. The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.

5. 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.

6. 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.

7. Ending the Contractual Relationship

- a. This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
- b. The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the Agency. The Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
- c. The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Upon receiving the Notice from the Agency, the Contractor shall immediately discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records, 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.
- d. The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- e. The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or

any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

W. 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.
3. Reclamation - Senior Resources may reclaim, upon the expiration or termination of this Agreement, the cost of equipment which is in part or fully reimbursed by funds pursuant to this Agreement and which has a useful life of more than one (1) year and a cost in excess of one thousand (\$1,000.00) dollars.

Part III. Statutory and Regulatory Compliance

A. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

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

2. The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
 - a. The Agency named on page 1 of this Contract (“Agency”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
 - b. The Contractor is a “business associate” of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
 - c. The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423)¹, and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the “HIPAA Standards”).

3. Definitions
 - a. “Breach” shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include a use or disclosure of Personal Health Information (PHI) that violates the HIPAA Standards.
 - b. “Business Associate” shall mean the Contractor.
 - c. “Covered Entity” shall mean the Agency named on page 1 of this Contract.
 - d. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - e. “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - f. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - g. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - h. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or

received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- j. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- k. "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- l. "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- m. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- o. "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.

4. Obligations and Activities of Business Associates.

- a. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- b. Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA standards.
- c. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- d. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- e. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- f. Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the business associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- g. Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged

by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.

- h. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards..
- j. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- k. Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- l. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule. Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- m. In the event that an individual request that the Business Associate
 - i. restrict disclosures of PHI;
 - ii. provide an accounting of disclosures of the individual's PHI;
 - iii. provide a copy of the individual's PHI in an electronic health record; or
 - iv. amend PHI in the individual's designated record set,the Business Associate agrees to notify the Covered Entity, in writing, within five business days of the request.
- n. Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
 - i. the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
 - ii. the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

5. Obligations in the Event of a Breach.

- a. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
- b. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- c. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - i. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 - ii. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - iii. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 - iv. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - v. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.

- vi. If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment to determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
 - vii. If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
 - viii. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
 - ix. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
6. Permitted Uses and Disclosure by Business Associate.
- a. General Use and Disclosure Provisions except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - b. Specific Use and Disclosure Provisions
 - i. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - ii. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

7. Obligations of Covered Entity.

- a. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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

9. Term and Termination.

a. Term.

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

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

- i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if
 - a. Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - b. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - c. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

c. Effect of Termination.

- i. Upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide

the information collected to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

- ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

10. Miscellaneous Sections.

- a. Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- d. Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- e. Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- f. Disclaimer.
 - i. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by
 - ii. Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- g. Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments,

penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

B. AMERICANS WITH DISABILITIES ACT

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

C. 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.

D. 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.

E. NON-DISCRIMINATION

1. For purposes of this Section, the following terms are defined as follows:
 - a. "Commission" means the Commission on Human Rights and Opportunities;
 - b. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - c. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - d. "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.

- e. "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - f. "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;
 - g. "Marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - h. "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;
 - i. "Minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - j. "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.
2. For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).
3. The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to

insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; and

- a. 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;
 - b. 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;
 - c. the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
 - d. the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
4. 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.
 5. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
 6. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission,

the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

7. 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.
8. 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 without regard to their sexual orientation;
9. 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;
10. the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
 - a. the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
 - b. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

F. FREEDOM OF INFORMATION

1. Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of

the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).

2. Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a “person” performing a “governmental function”, as those terms are defined in C.G.S. §§ 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor’s performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

G. WHISTLEBLOWING

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

H. CAMPAIGN CONTRIBUTION RESTRICTIONS

For all State funds as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission’s (“SEEC”) notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 10 reproduced below:
http://www.ct.gov/seec/lib/seec/forms/contractor_reporting/_seec_form_10_final.pdf

I. CONSISTENT COMMITMENTS OR OBLIGATIONS

The Contractor further certifies that it has no commitments or obligations that are inconsistent with compliance of these and any other pertinent federal regulations and policies, and that any other agency, organization or party that participates in this project shall have no such commitments or obligations.

J. OPERATION OF THE PROJECT

Where subcontracts are proposed for the operation of one or more components of the proposal, and are approved as part of any award of funds under Title III, the Contractor retains full and

complete responsibility for the operation of the project in keeping with the policies and procedures established by the Agency for the project. The Contractor shall be held accountable by the Agency for all project expenditures, and shall ensure that all expenditures incurred by the subcontracting agency will be in accordance with the cost policies and procedures established by the Agency, in keeping with the guidelines of the U. S. Administration for Community Living. Copies of the proposed subcontracts shall be submitted to the Agency for review upon request.

K. EQUIPMENT INVENTORY

The Contractor agrees to maintain and update an inventory of all equipment purchased with program funds and to submit same to the Agency in such format and at such intervals as specified by the Agency.

L. FURTHER AGREEMENTS

The Contractor further agrees:

1. To cooperate with the Agency in its efforts to develop a comprehensive and coordinated system of services for the elderly, by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.
2. To provide for or participate in such training as may be necessary to enable paid and volunteer project personnel to perform more effectively on the project.
3. To create paid and volunteer opportunities for qualified older persons with the project.
4. To cooperate and assist in efforts undertaken by the Agency, the State Department on Aging, the U. S. Administration for Community Living, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and costs of the project.
5. That assessment by the Agency and the State will occur periodically in the form of review of accounting systems, site visits, program output evaluations, and through other methods. The Contractor agrees to cooperate with Agency staff conducting assessments and submit all information as required.
6. To submit any and all additional required reports as mandated by the Agency, the State Department on Aging or the U. S. Administration for Community Living (for example, Section 504 Handicap Accessibility Survey, Non-Title III Social Service Program information, and other related items) shall be submitted by the Contractor as requested.

M. NOTICE

All notices required or permitted to be given pursuant to this Agreement shall be given in writing, shall be transmitted by personal delivery, by overnight courier, by registered or certified mail, by tele copier or by other electronic means with confirming receipt of delivery, and shall be addressed as follows:

If to Agency:

Senior Resources Agency on Aging

19 Ohio Avenue Suite 2

Norwich, CT 06360

Attn: Alison Dvorak

Fax: 860-886-4736

Email: advorak@seniorresourcesec.org

If to Provider:

Colchester Senior Center

95 Norwich Avenue

Colchester, CT 06415

Attn: Patricia Watts

Fax: 860-537-5574

Email: pwatts@colchesterct.gov

A party may designate a new address to which notices required or permitted to be given pursuant to this Agreement shall thereafter be transmitted by giving written notice to that effect to the other party. Each notice transmitted shall be deemed to have been given, received and become effective for all purposes at the time it shall have been 1) delivered to the addressee as indicated by the return receipt (if delivered by mail), the statement of the messenger (if delivered by overnight courier or other personal delivery), the fax or other electronic receipt or the recipient's answer or return call; or 2) presented for delivery to the addressee as so indicated during normal business hours, if such delivery shall have been refused for any reason.

N. INTEGRATION

All attachments to this Agreement are deemed to be part of this agreement. The entire agreement of the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter contained herein.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Senior Resources Agency on Aging

AGENCY ON AGING



BY:

Executive Director

TITLE

7/19/2023

DATE OF SIGNATURE

Colchester Senior Center

PROVIDER NAME



BY:

First Selectman

TITLE

DATE OF SIGNATURE