

AMENDED STATE FUNDED GRANT CONTRACT

Between

Department of Economic and Community Development (DECD)

**One Constitution Plaza, 2nd Floor
Hartford CT 06103 (860) 256-2800**

And

GRANTEE: Amistad America, Inc.

FEI/SOCIAL SECURITY #: 06-1446705

GRANT AMOUNT: \$359,776

State: \$359,776

MATCHING FUNDS: \$0.00

ADDRESS: Wilbur Cross Commons Business Park
60 Connolly Parkway
Building 12, Suite 208
Hamden, CT 06518

GRANT NUMBER: 2014-Mandated-20401 / Mandated Legislative Programs

Funding Period: July 1, 2013 - June 30, 2014

Project Manager: Hanifa Washington, Executive Director

Telephone Number: 203/495-1839

Date Amendment Issued: April 28, 2014

Section I: Purpose. Pursuant to P.A. 13-247, and Conn. Gen. Stat. § 10-400(2), grant funds in the amount of \$359,776.00 are granted to the grantee noted above.

Section II: Payment. Payment of said grant will be made in five installments, contingent upon the availability of funds, and compliance with reporting requirements on any other DECD grants in place. Grant shall not exceed \$359,776.00; provided, however, that \$63,000.00 has been retained by the DECD from the total allocation for the preparation of State Single audits of Amistad America, Inc. for its fiscal years ended March 31, 2009 through March 31, 2013. Such audits will be performed by an auditing firm retained by the Office of Policy and Management for this purpose. In addition, a final payment (E), totaling \$17,000, shall be restricted for use by the Grantee for the sole purpose of retaining the services of a professional accounting firm to prepare its financial records in an auditable condition and in a timely manner (as of the date of this agreement, Grantee has retained T.M. Byxbee). See Section XVI: Special Conditions with respect to Financial Records and Audits. The remaining grant amount of \$ 296,776 will be made as follows:

- A. Payment of \$92,326, on or after July 1, 2013; dependent upon availability of funds, receipt of application and receipt of signed grant contract;
- B. Payment of \$69,944, on or after October 1, 2013;
- C. Payment of \$69,944, on or after January 1, 2014;
- D. Payment of \$47,562, on or after April 1, 2014;
- E. Restricted Payment of \$17,000, on or after April 28, 2014.

Section III: In the event grantee closes or substantially reduces or suspends operations, grantee shall return all unexpended grant funds to the Department of Economic and Community Development ("DECD"). Grantee shall notify DECD in writing within thirty days in the event that it closes or substantially reduces or suspends operations. Such unexpended grant funds shall be returned to DECD within thirty days of said notice.

Section IV: Credit. In any news release or printed material promoting this grant-funded program, prominent credit must be given to the Department of Economic and Community Development by including the following phrase, *"with the support of the Department of Economic and Community Development."*

Section V: Use of Funds. Grants funds will be expended for the project as described in Section I according to the application budget and within the period of the agreement unless a written request for a change is made and approved by DECD before the end date of the agreement. Unexpended funds must be returned to DECD.

Section VI: Reporting. Expenditure of grant funds is to take place within the funding period defined above. Within sixty (60) days after the end of the funding period, grantee agrees to provide to DECD a written program evaluation narrative and financial report in a format to be specified by DECD. Any unspent grant funds will be returned to DECD with the written financial report, in the form of a check made payable to *Treasurer, State of Connecticut*.

Section VII: Audit Requirements. The grantee must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The grantee receiving state funds must comply with the CGS Sections 7-396a and 396b, and the State Single Audit Act, Sections 4-230 – 236, and regulations promulgated thereunder. The grantee agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than (3) years. Such records will be made available to the state and/or federal auditors upon request.

Section VIII: Compensation. In consideration of a grant made under Section 5 of the National Foundation on the Arts and the Humanities Act of 1965, as amended, and in order to satisfy the conditions expressed in Section 5(m) of that act so as to be eligible to receive the grant funds, grantee does hereby make this contractually binding promise to the granting agency that: (1) all professional performers and related or supporting professional personnel employed on projects or productions which are financed in whole or in part under such sections will be paid, without subsequent deduction or rebate on any account, not less

than the minimum compensation as determined in accordance with 29 CFR 505.3 to be the prevailing minimum compensation for persons employed in similar activities; and (2) no part of any project or production will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee engaged in such project or productions.

Section IX: Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

Section X: Non-Discrimination

1. Non-discrimination. References in this section to "Contract" shall mean this contract and references to "Contractor" shall mean the grantee.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, 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. 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, 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; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which 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 advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(b) 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 project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

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

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

(f) The Contractor shall include the provisions of sections (a) and (b) above 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 section 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.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.

(h) The Contractor shall include the provisions of section (g) above 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 section 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.

For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "Contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

Section XI: Campaign Contribution Restrictions.

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 below.

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

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

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

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of

state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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

Section XII: Termination. This agreement shall remain in full force and effect for the entire term of the contract period unless terminated by the Department.

- (a) Notwithstanding any provisions in this Contract, the Department, through a duly authorized employee, may Terminate the Contract whenever the Department makes a written determination that such Termination is in the best interests of the State. The Department shall notify the Grantee in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Grantee must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, the Department, through a duly authorized employee, may, after making a written determination that the Grantee has breached the Contract, Terminate the Contract.
- (c) The Department shall send the notice of Termination via certified mail, return receipt requested, to the Grantee at the most current address which the Grantee has furnished to the Department for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Department, the Grantee shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Department all Records. The Records are deemed to be the property of the Department and the Grantee shall deliver them to the Department no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Grantee receives a written request from the Department for the Records. The Grantee shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from the Department, the Grantee shall cease operations as the Department directs in the notice, and take all actions that are necessary or appropriate, or that the Department may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Department directs the Grantee to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Grantee shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

- (e) The Department shall, within forty-five (45) days of the effective date of Termination, reimburse the Grantee for its Performance rendered and accepted by the Department, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Grantee to complete. However, the Grantee is not entitled to receive and the Department is not obligated to tender to the Grantee any payments for anticipated or lost profits.
- (f) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (g) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Department.

Section XIII: Audit and Inspection of Plants, Places of Business and Records

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Grantee's and Grantee Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Grantee shall maintain, and shall require each of the Grantee Parties to maintain, accurate and complete Records. The Grantee shall make all of its and the Grantee Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the State's expense.
- (e) The Grantee shall keep and preserve or cause to be kept and preserved all of its and Grantee Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Grantee shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Grantee 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 Grantee shall cooperate with an exit conference.
- (g) The Grantee shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Grantee Party.

Section XIV: Sovereign Immunity: The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

Section XV: General Terms and Conditions

- (a) **Cancellation Clause:** This agreement shall remain in full force and effect for the entire term of the contract period unless cancelled by the state agency due to the grantee's inability to fulfill the terms of the contract as described in Section I or the grantee's cessation of operations. DECD reserves the right to recoup any prior payment if this agreement is terminated by either party.
- (b) **Schedule:** The grantee agrees that the project for which this grant has been made shall be completed no later than the contract expiration date. Expenses incurred after that date shall not be eligible for reimbursement. If the grantee's project cannot be completed by the contract expiration date, the grantee should request an extension of the contract in writing at least 90 days before such expiration date.
- (c) **Assignment:** The grantee shall not assign or transfer any interest in this agreement without the express written consent of DECD. This shall not prohibit the grantee from employing qualified personnel who shall work under grantee's direct supervision.
- (d) **Entire Agreement:** No prior stipulation, agreement or understanding, verbal or otherwise, of the parties hereto, their agents or legal representatives, shall be valid or enforceable unless embodied in the provisions of this agreement.
- (e) **Amendment of Agreement:** Changes and modifications, including but not limited to, revisions to the maximum amount of the agreement, scope of services and completion of services as described in Section I must be made by formal written amendment and approved by DECD before the end date of the agreement. No change, amendments or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing, signed by both parties, and approved by the Office of the Attorney General.
- (f) **Insurance:** The grantee agrees that while performing services specified in this agreement that he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. DECD may request certificates of such insurance prior to the performance of services.
- (g) **Indemnification:** The grantee agrees to indemnify, defend and hold harmless the State of Connecticut as well as all Departments, officers, agents and employees of the State from and against any and all claims, losses or suits according or resulting to any grantee, laborers and any person, firm or corporation who may be directly or indirectly injured or damaged by the negligence or willful misconduct of the grantee in the performance of this agreement.
- (h) **State Liability:** The State of Connecticut shall assume no liability for payment of services under the terms of this agreement until the agreement has been accepted by DECD and, if applicable, approved by the Office of Policy and Management (OPM) and by the Attorney General of the State of Connecticut.
- (i) **Claims Against the State:** The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- (j) **Choice of Law and Forum:** The grantee agrees to be bound by the law of the State of Connecticut and the federal government where applicable and agrees that this agreement shall be construed and interpreted in accordance with Connecticut law and federal law where applicable.

Section XVI: Special Conditions with respect to Financial Records and Audits

The Grantee shall:

- Continue to retain the services of a professional accounting firm (as of the date of this agreement, Grantee has retained T.M. Byxbee) to prepare its financial records and shall provide such firm with all information needed in order to prepare all financial records in an auditable condition and in a timely manner;
- Provide to OPM and DECD a description of the scope of services which T.M. Byxbee, or another professional accounting firm, will provide the Grantee, including a copy of the current contractual agreement;
- Provide to the auditor assigned by OPM, in a timely manner, the Grantee’s records and documentation (including contracts, lease agreements, bank statements, etc.) as requested by such auditor;
- Provide the auditor with direct access to T.M. Byxbee (or the contracted professional accounting firm), staff and management of Grantee and its Board of Directors, and Grantee’s facilities in order for the auditor to conduct and finalize all audits;
- Direct T.M. Byxbee (or the contracted professional accounting firm) to:
 - Provide information as requested by the auditor in order for the auditor to conduct the Grantee’s outstanding audits;
 - Provide to OPM and DECD an estimated time frame for final preparation of the Grantee’s records;
 - Provide progress reports as may be requested from time to time by OPM and DECD in regard to the preparation of the Grantee’s financial records and any state/federal filings or submissions for which the contracted professional accounting firm has been engaged to perform on behalf of the Grantee.

In the event that the special conditions in this section XVI conflict with another condition or term of this Agreement, then the conditions contained in this section XVI shall control.

Section XVI: ACCEPTANCE OF GRANT TERMS AND CONDITIONS

FOR THE GRANTEE: (Please use BLUE ink)

Signature of Grantee's Authorized Official

Date signed

Printed name of official signing above

Printed title of official signing above

FOR THE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

Signature of DECD’s Authorized Official

Date signed

Christopher Bergstrom

Deputy Commissioner

Printed name of official signing above

Printed title of official signing above