

Agency Terms and Conditions

A. Contract Termination, Cancellation and Recoupment

Absent termination determinations delineated in subsections (a)-(d) below, this Contract shall remain in full force and effect for the entire term of the contract period unless either party provides written notice thirty (30) days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Agency shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.

- 1. Termination in Best Interest of State.** Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may terminate the Contract whenever the Agency makes a written determination that such termination is in the best interests of the State. The Agency shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date. If the Agency makes the determination that termination is in the best interests of the State, such termination shall be effective on the date specified in the notice to the Contractor.
- 2. Termination for Breach.** Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, terminate the Contract in accordance with the provisions of Section IV of this document.
- 3. Termination for Health and Welfare.** In the event the health or welfare of the service recipients is endangered, the Agency may cancel the contract and, without notice, take any immediate action it deems appropriate to protect the health and welfare of service recipients.
- 4. Termination for Lack of Funding.** The Agency reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.
- 5. Recoupment of Funds.** The Agency reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of program(s) under this contract shall not be subject to recoupment. The Contractor agrees to 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.
- 6. Recoupment of Equipment.** In the event this contract is terminated or not renewed, the Agency reserves the right to recoup any equipment, deposits or down payments made or

purchased with start-up funds or other funds specifically designated for such purpose under this contract. For purposes of this provision, equipment means tangible personal property with a normal useful life of at least one year and a value of at least \$2,500. Equipment shall be considered purchased from Contractor funds and not from Agency funds if the equipment is purchased for a program that has other sources of income equal to or greater than the equipment purchase price.

- 7. Termination Notices.** The Agency shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor 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 Agency all records required by the Agency to be retaken. 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 Records, should the Agency determine that it will retake such Records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- 8. Cessation of Operations.** Upon receipt of a written notice of termination from the Agency, the Contractor shall cease operations as the Agency directs in its notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection and preservation of the goods and any other property utilized pursuant to this Contract. Except for any work which the Agency directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- 9. Final Reimbursement.** The Agency shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the Agency prior to termination, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of the Contractor's property, equipment, waste material and rubbish related to its performance, all as the Agency may request.

B. Tangible Personal Property

The Contractor on its behalf and on behalf of its Affiliates, shall comply with all of the provisions of Connecticut General Statute §12-411b, as such statute may be amended from time to time:

1. For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
3. The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
4. The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.

C. Encryption of Data

1. The Contractor, at its own expense, shall encrypt any and all electronically stored data now or hereafter in its possession or control located on non-State owned or managed devices that the State, in accordance with its existing state policies, classifies as confidential or restricted. The method of encryption shall be compliant with the State of Connecticut Enterprise Wide Technical Architecture ("EWTA") or such other method as deemed acceptable by the Agency. This shall be a continuing obligation for compliance with the EWTA standard as it may change from time to time.
2. The Contractor and Contractor Parties shall notify the State, the Agency, and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours after they become aware of or suspect that any and all data which Contractor has come to possess or control under subsection 1 above have been subject to a "data breach". For the purpose of this Section, a "data breach" is an occurrence where (a) any or all of the data are misplaced, lost, stolen or in any way compromised; or (2) one or more third parties have had access to or taken control or possession of any or all of the data without prior written authorization from the Agency.

3. In addition to the notification requirements of subsection 2, should a data breach occur, the Contractor shall, within three (3) business days after the notification, present to the State, the Agency and the Connecticut Office of the Attorney General, for review and approval, a credit monitoring or protection plan that the Contractor shall make available at its own cost and expense to all individuals affected by the data breach. Unless otherwise agreed to in writing by the Connecticut Office of the Attorney General, such a plan shall be offered to each such individual free of charge and shall consist of, at a minimum, the following:
 - a. Reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statute Section 36a-701a;
 - b. Credit monitoring services consisting of automatic daily monitoring of at least three (3) relevant credit bureaus reports;
 - c. Fraud resolution services, including writing dispute letters, initiating fraud alerts and security freezes, to assist affected individuals to bring matters to resolution; and
 - d. Identity theft insurance with at least \$25,000 coverage.

Such monitoring or protection plans shall cover a length of time commensurate with circumstances of the data breach, but under no circumstances shall the Contractor's credit monitoring and protection plan be for less than two (2) calendar years from the plan start date. The Contractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the State or the Agency.

4. The Contractor resolves and warrants that it shall obligate each Contractor Party in a written contract to all of the terms of this section just as if each Contractor Party had executed this Agreement as in original signatory and each were bound by this Section to the same extent that the Contract is bound.
5. The Contractor's or Contractor Parties' failure to encrypt the data, provide notice, or to provide the credit monitoring or protection plan shall be deemed to be, without more, a material breach of this Agreement. The Contractor shall be responsible for any Contractor Parties' breach as if the Contractor itself had breached the Agreement. Consequently, and without otherwise limiting the rights of the State at law or in equity, the Contractor shall indemnify and hold harmless the State and the Agency, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with Contractor's or Contractor Parties' breach. The damages, costs and expenses shall include, but not be limited to those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any data.

D. Prison Rape Elimination Act (PREA)

The Contractor shall adhere to the federal Prison Rape Elimination Act of 2003, Public Law 108-79, as such requirements apply to the services required by this contract. A copy of the federal PREA Standards is available upon request to the Agency's Contracts Administration Office.

E. Entrance into a Correctional Facility

Entry of any Contractor, Contractor staff, volunteer, personnel and/or subcontractor into any correctional facility is contingent upon successful completion of the Agency's *Application Form for VIP's-Volunteers, Interns & Professional Partners* if required, successful completion of a background check, and where appropriate, participation and completion in Volunteers, Interns and Professional Partners training.