

APPENDIX 2
CONTRACTOR CONTRACT
Connecticut State Board of Education and
NAME OF CONTRACTOR
TITLE
Contract # 14SDEXXXX

I. PARTIES: The Parties to this Agreement are the Connecticut State Board of Education (CSBE), located at 165 Capitol Avenue, Hartford, Connecticut 06106 and **NAME OF CONTRACTOR**, (CONTRACTOR), located at **ADDRESS**.

A. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

B. DUTIES AND RESPONSIBILITIES OF THE CSBE

1. The CSBE shall provide payments as provided in Section -- of this Agreement.

II. PAYMENT SCHEDULE:

A. Payments pursuant to the agreement shall not exceed xxxxx.

B. Payment will be made upon receipt of invoices citing the services rendered, dates and hours of services, as approved by the CSBE. All invoices from CONTRACTOR shall be mailed to:

Connecticut State Department of Education
Accounts Payable Unit
165 Capitol Avenue, Room 309
Hartford, CT 06106

III. STATUTORY AUTHORITY: The statutory authority for the CSBE to enter into this Agreement is as follows: C.G.S. Sections 4-5, 4-8, and 10-66p. The statutory authority for the CONTRACTOR to enter into this Agreement is C.G.S. Section 10-66c.

IV. EFFECTIVE DATE AND TERM OF THE AGREEMENT: This Agreement shall become effective upon the date a fully signed agreement is approved as to form by the Office of the Attorney General and shall continue until **[insert date]**, unless sooner terminated in accordance with the terms of this Agreement.

V. CANCELLATION: This Agreement shall remain in full force and effect for the entire term of the agreement period stated above, unless canceled by either NAME OF CONTRACTOR or the CSBE with thirty (30) days written notice to the other party.

VI. AUDIT REQUIREMENTS FOR FEDERALLY-FUNDED GRANT CONTRACTS:

[Select appropriate language – delete the non-applicable provision]

For U.S. based, non-profit Contractors expending \$500,000 or more of federal awards in one year: The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133. Contractor further agrees to provide the College/University with copies of all independent auditors' reports which cover the period of performance of this Contract.

APPENDIX 2
CONTRACTOR CONTRACT
Connecticut State Board of Education and
NAME OF CONTRACTOR
TITLE
Contract # 14SDEXXXX

Contractor will provide a copy of its response to auditors' reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be made available for review or audit by appropriate officials of the Federal agency, University, or the General Accounting Office (GAO) during normal business hours.

OR

For U.S. based, non-profit Contractors expending less than \$500,000 of Federal awards in one year: Contractor agrees that all records pertaining to this agreement will be made available for review or audit by appropriate officials of the Federal agency, College/University, or the GAO during normal business hours.

VII. INDEMNIFICATION:

- A. **NAME OF CONTRACTOR** shall indemnify, defend and hold harmless the State of Connecticut ("State") and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with this Agreement, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or the Agreement. **NAME OF CONTRACTOR** shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. **NAME OF 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 **NAME OF CONTRACTOR** records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- B. **NAME OF CONTRACTOR** shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- C. **NAME OF CONTRACTOR** shall reimburse the State for any and all damages to the real or personal property of the State caused by the acts of the **NAME OF CONTRACTOR**. The State shall give **NAME OF CONTRACTOR** reasonable notice of any such claims.
- D. **NAME OF CONTRACTOR**'s duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the **NAME OF CONTRACTOR** is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
- E. **NAME OF CONTRACTOR** shall carry and maintain at all times during the term of the

APPENDIX 2
CONTRACTOR CONTRACT
Connecticut State Board of Education and
NAME OF CONTRACTOR
TITLE
Contract # 14SDEXXXX

Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. **NAME OF CONTRACTOR** shall name the State as an additional insured on the policy and shall provide a copy of the policy to the CSBE prior to the effective date of the Agreement. **NAME OF CONTRACTOR** shall not begin performance until the delivery of the policy to the CSBE. The CSBE shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the CSBE or the State is contributorily negligent.

- F. This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.
- VIII. SUBCONTRACTOR:** The CONTRACTOR acknowledges that any work provided under the contract is work conducted on behalf of the State and that the Commissioner of the CSBE or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. It is also understood that the CONTRACTOR shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the CONTRACTOR to the CSBE upon request.
- IX. CONTRACT ASSIGNMENT:** No right or duty, in whole or in part, of **NAME OF CONTRACTOR** under this Agreement may be assigned or delegated without the prior written consent of the CSBE.
- X. APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws. **NAME OF CONTRACTOR** shall at all times comply and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct.
- XI. CLAIMS AGAINST THE STATE:** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State 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.
- XII. NONDISCRIMINATION:**
- A. For purposes of this Section, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv. "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

APPENDIX 2
CONTRACTOR CONTRACT
Connecticut State Board of Education and
NAME OF CONTRACTOR
TITLE
Contract # 14SDEXXXX

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.

- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "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;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "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;
- ix. "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
- x. "public works contract" means any Agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- B.** (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed

APPENDIX 2
CONTRACTOR CONTRACT
Connecticut State Board of Education and
NAME OF CONTRACTOR
TITLE
Contract # 14SDEXXXX

and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each contractor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- C. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- D. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- E. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, contractor 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 contractor 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.

APPENDIX 2
CONTRACTOR CONTRACT
Connecticut State Board of Education and
NAME OF CONTRACTOR
TITLE
Contract # 14SDEXXXX

- F. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- G. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each contractor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- H. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, contractor 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 contractor 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.

XIII. EXECUTIVE ORDERS: This Agreement is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. This Contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. All of these Executive orders are incorporated into and made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Agency shall provide a copy of these Orders to the Contractor. At **NAME OF CONTRACTOR**'s request, the CSBE shall provide a copy of these orders to **NAME OF CONTRACTOR**.

APPENDIX 2
CONTRACTOR CONTRACT
Connecticut State Board of Education and
NAME OF CONTRACTOR
TITLE
Contract # 14SDEXXXX

XIV. 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 **NAME OF CONTRACTOR's** and Contractor Parties plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
- B. **NAME OF CONTRACTOR** shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete records. **NAME OF CONTRACTOR** shall make all of its and the Contractor Parties' records available at all reasonable hours for audit and inspection by the State and its agents.
- C. The State shall make all requests for any audit or inspection in writing and shall provide **NAME OF 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. **NAME OF CONTRACTOR** shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' records until three (3) years after the latter of (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, **NAME OF CONTRACTOR** shall retain or cause to be retained all Records until all claims or audit findings have been resolved.
- F. **NAME OF 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 **NAME OF CONTRACTOR** shall cooperate with an exit conference.
- G. **NAME OF CONTRACTOR** shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

XV. PROTECTION OF CONFIDENTIAL INFORMATION:

- A. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- B. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for

APPENDIX 2
CONTRACTOR CONTRACT
Connecticut State Board of Education and
NAME OF CONTRACTOR
TITLE
Contract # 14SDEXXXX

protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 3. A process for reviewing policies and security measures at least annually;
 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- C.** The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to 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 Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- D.** The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- E.** Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
- F.** The above section uses the terms "Confidential Information" and "Confidential Information Breach" as defined below.
1. "Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's

APPENDIX 2
CONTRACTOR CONTRACT
Connecticut State Board of Education and
NAME OF CONTRACTOR
TITLE
Contract # 14SDEXXXX

maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

2. "Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

XVI. DISCLOSURE OF RECORDS: This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Connecticut Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

XVII. WHISTLEBLOWER: This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. 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 the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent 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 provisions of the statute relating to large state

APPENDIX 2
CONTRACTOR CONTRACT
Connecticut State Board of Education and
NAME OF CONTRACTOR
TITLE
Contract # 14SDEXXXX

contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

- XVIII. SUMMARY OF STATE ETHICS LAWS:** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement.
- XIX. LEGAL FORCE AND EFFECT:** This Agreement shall have no legal force and effect until it is approved as to form and signed by Office of the Attorney General of the State of Connecticut. The CSBE shall assume no liability for performance of services under the terms of this Agreement until **NAME OF CONTRACTOR** is notified by CSBE that this Agreement has been approved.
- XX. SEVERABILITY:** If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.
- XXI. SOVERIGN IMMUNITY:** The parties acknowledge and agree that nothing in this Agreement 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 this Agreement. To the extent that this section conflicts with any other section, this section shall govern.
- XXII. AMENDMENTS:** Revisions to this Agreement's objectives, services, or plan must be approved in writing by the CSBE. A formal amendment, in writing, shall not be effective until executed by both parties to the Agreement and approved by the Office of the Attorney General, and shall be required for extensions to the final date of the Agreement period, revisions to the maximum payment, and any other revision determined material by either party.

XXIII. CONTACT INFORMATION:

- A. The CSBE agrees to provide all notices to **NAME OF CONTRACTOR** under this Agreement to:

Name, Title
CONTRACTOR
ADDRESS
City, CT 06---

- B. **NAME OF CONTRACTOR** agrees to provide all notices to the CSBE under this Agreement to:

Name, Title
Connecticut State Department of Education
ADDRESS
City, CT 06---

APPENDIX 2
CONTRACTOR CONTRACT
Connecticut State Board of Education and
NAME OF CONTRACTOR
TITLE
Contract # 14SDEXXXX

XXIV. ENTIRE AGREEMENT: This written Agreement shall constitute the entire Agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by CSBE. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Office of the Attorney General.

SIGNATURES AND APPROVAL

CONTRACTOR

Signature (Authorized Official) _____ Date _____

CONNECTICUT STATE BOARD OF EDUCATION

Signature (Authorized Official) _____ Date _____

OFFICE OF THE ATTORNEY GENERAL (*Approved as to form*)

Signature _____ Date _____

Assistant Attorney General