



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CONNECTICUT STATE BOARD OF EDUCATION
AND
THE CONNECTICUT OFFICE OF EARLY CHILDHOOD

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by the Connecticut State Board of Education ("CSBE") on behalf of the Connecticut State Department of Education ("SDE") and the Connecticut Office of Early Childhood ("OEC").

Whereas, The SDE, under Part B of the Individuals with Disabilities Education Act ("IDEA"), is the designated State Education Agency ("SEA") responsible for ensuring a free and appropriate public education ("FAPE") to all eligible children with disabilities, ages 3 through 21, who require special education and related services; and

Whereas, The CSBE, under Connecticut General Statutes ("C.G.S.") § 10-4 is assigned the responsibility for general supervision and control of the educational interests of the State, which interests include preschool, elementary and secondary education, special education; and

Whereas, pursuant to C.G.S. § 10-3a, the SDE serves as the administrative arm of the CSBE; and

Whereas, The OEC is designated by the Connecticut General Assembly ("CGA") as the lead agency for the Birth to Three System under Part C of the IDEA; and

Whereas, Part C regulations in 34 Code of Federal Regulation ("C.F.R.") Section 303.209(a)(3)(ii) require an interagency agreement to address how the lead agency and the SEA will meet the IDEA requirements, particularly the Part C early childhood transition requirements; and

Whereas, the purpose of this MOU is to provide coordinated services between Part C and Part B of the IDEA for infants, toddlers and preschoolers with disabilities in the area of transition as well as the related areas of child find, public awareness, professional development ("PD") and general supervision; and

Now therefore, the CSBE and the OEC (collectively, “the Parties”), through their Commissioners and other authorized individuals, wish to enter into this MOU under the following terms and conditions:

1. **TERM OF AGREEMENT.** This MOU is in effect from July 1, 2021, through June 30, 2024. This MOU shall automatically renew for an additional two (2) years unless either or both Parties cancel the Agreement as provided in Provision 2 of this Agreement.
2. **CANCELLATION.** This Agreement shall remain in full force and effect for the entire term as stated in Provision 1 of this MOU, unless canceled by either the OEC or the CSBE with thirty (30) days written notice to the other Party. The OEC and the CSBE have the right to cancel this Agreement without prior notice when either agency deems the health or welfare of the recipient(s) is endangered.
3. **STATUTORY AUTHORITY.** Statutory authority is as follows:
CSBE: C.G.S. §§ 4-5 and 4-8 and 20 United States Code (“U.S.C.”) § 1400 et seq. (IDEA).
OEC: C.G.S. §§ 4-8, 4-38d, and 10-500.
4. **COMPLIANCE WITH LAWS AND REGULATIONS.** The Parties acknowledge that both OEC and SDE are state government agencies, and as such, are subject to all applicable contractual State and Federal laws and regulations.
5. **RESPONSIBILITIES OF CSBE.** CSBE shall perform the following:
 - (a) **The State Interagency Coordinating Council (“SICC”):** CSBE shall identify appropriate SDE staff members to serve on the SICC, as provided in the federal regulations, who shall carry the administrative responsibilities for:
 - (1) Preschool services to children with disabilities, and who have sufficient authority to engage in public policy planning and implementation on behalf of the agency; and
 - (2) The education of homeless children and youth pursuant to the McKinney-Vento Homeless Education Act, 42 U.S.C. § 11301 et seq.
 - (b) **Transition Planning and Transition Conference:** CSBE shall:
 - (1) Ensure that each Local Education Agency (“LEA”) will participate in the transition conference convened by the child’s service coordinator;
 - (2) Provide on-going guidance to ensure each LEA meets its obligation to participate in a transition conference for those children referred to Part B who may be potentially eligible for special education;
 - (3) Embed the obligation to participate in the transition planning conference into the PD and technical assistance provided to LEAs;
 - (4) Provide guidance to ensure that all LEAs assume responsibility to ensure a smooth transition from the Birth to Three System to special education for all children who are potentially eligible for Part B; and

- (5) Ensure that the LEA invites the Part C (foster/bio) parent to the Planning and Placement Team (“PPT”) for children who are potentially eligible for Early Intervention Service (“EIS”) Over age 3.

(c) Team Meeting: The CSBE shall require LEAs to comply with the following requirements:

- (1) At the request of the child’s parent, the child’s service coordinator and/or other OEC representative will be invited to the referral PPT meeting of such child.
- (2) CSBE policy shall include the IDEA obligation that a child’s Individualized Education Program (“IEP”) team will consider the child’s Individualized Family Service Plan (“IFSP”) when developing an IEP for those children determined eligible for special education.
- (3) All LEAs will use an IEP and not an IFSP to provide a FAPE to eligible children by their third birthday.
- (4) Develop and disseminate sample policies for LEAs to adopt, which shall ensure that all IEP team activities occur in a timely manner and that an IEP is developed and implemented for eligible children no later than by their third birthday.
- (5) Provide guidance to LEAs on transition matters for those children with late spring or summer birthdays, especially as it relates to extended school year (“ESY”) services. Such guidance shall direct LEAs to implement the IEP at the start of school for those children not eligible for ESY.

(d) Transition and General Supervision: CSBE shall:

- (1) Implement policies and procedures that ensure a FAPE is provided as required by statute to those toddlers with disabilities determined eligible for special education and that an IEP has been developed and implemented by the child’s third birthday;
- (2) Through general supervision and monitoring of LEAs, ensure that eligible three-year-old children with disabilities are provided a FAPE no later than by their third birthday when such children have been referred to their LEA no later than 90 calendar days before their third birthday;
- (3) Issue guidance to encourage LEAs to provide a FAPE to eligible two-year-old children who will turn age three within a school year when the early provision of a FAPE is determined to be in the child’s best interest; and
- (4) Encourage LEAs to use their school facilities and/or school sites so that children not yet age three can have their IFSP services delivered in partnership with school personnel.

(e) Provide PD and technical assistance to LEAs, in consultation with the OEC concerning:

- (1) Transition and transition-related activities to ensure a smooth and effective transition for children and their families; and
- (2) Early intervention under Part C of the IDEA so that LEAs better understand the obligations of service coordinators and EIS providers.

(f) Through general supervision and established state policy, the CSBE shall ensure that LEAs:

- (1) Refer to 211 Child Development (“CD”) children who are between the ages of birth to age 34 months who have or who are suspected of having a disability; and
- (2) Accept all referrals of children who are within 45 calendar days of their third birthday.

(g) Data. The CSBE shall:

- (1) Receive data, as appropriate and necessary, from the OEC and maintain electronic notification files, including records of children receiving Part C services;
- (2) Make the data electronically available to each LEA as it relates to children residing in the jurisdiction of that LEA;
- (3) Ensure a secure access portal for LEAs to receive electronic information;
- (4) Utilize the Birth to Three annual exit data in the analysis of the State Performance Plan (“SPP”) and Annual Performance Report (“APR”); and
- (5) Utilize information from Birth to Three through both State Assigned Student Identification (“SASID”) and notification reports to support monitoring of compliance for FAPE at three.

6. RESPONSIBILITIES OF THE OEC. OEC shall perform the following:

(a) Transition, Child Find and Public Awareness. The OEC shall require EIS programs to inform parents of toddlers served under Part C about preschool programs as a part of the transition requirements for children who exit the Part C program. The OEC shall also:

- (1) Require every child’s service coordinator to provide parents with information about special education and related services that includes information on the process of referral, evaluation, eligibility determination and the development of an IEP. Such information shall be provided to families of toddlers no later than six months before a child’s third birthday;
- (2) For all children nearing the age of three and their families, require EIS programs to provide information on the availability of early childhood community-based programs in order to facilitate access and participation in such programs as children near the age of preschool (e.g. 211 CD);
- (3) For children who qualify for Part C services over age three and who are determined to be eligible for Part C between 97 and 46 days before age three, the Part C eligibility determination may be used as an interim Part B eligibility determination until the LEA is able to complete their determination so that the families may receive early intervention services over age 3 until the start of the school year following the child’s third birthday; and
- (4) Ensure that materials about the Connecticut Parents Advocacy Center (“CPAC”), including contact information, are made available to all parents of children referred to Part C.

(b) Transition and Notification to the SEA and LEA. OEC shall:

- (1) Notify the SEA and LEA electronically of those children potentially eligible for special education under the IDEA Part B no later than 90 calendar days before the child’s third birthday and provide such information in an encrypted password protected file to ensure protection of confidential information;
- (2) For children over 30 months old, include in the child-specific notification to the SEA information that contains the child’s name and date of birth; the parent’s

name, address and telephone number; the primary language spoken in the home; and the name and contact information of the child's Birth to Three service coordinator;

- (3) Promptly notify the SEA of children who are evaluated and found eligible for Part C more than 45 and less than 90 calendar days before their third birthday; and
- (4) If a toddler is referred to Part C within 45-days of the toddler's third birthday and the toddler may be eligible for preschool services under Part B of IDEA, the OEC shall direct 211 CD to refer, with parental consent, the family to the LEA of residence.

(c) Transition Plan and Transition Conference. OEC shall:

- (1) Establish the transition plan in the IFSP for all eligible infants and toddlers from the time of their initial IFSP and no later than 90 calendar days before the child's third birthday or, at the discretion of all parties, as early as nine months prior to the toddlers third and ensure that such plan complies with the requirements of the IDEA regulations;
- (2) Require that EIS programs, with the approval of the family, include in the transition plan support for the child and family to transition to Part B services as well as other available options and opportunities available for preschool-age children in the family's community;
- (3) Provide documents and procedures for Part C programs to convene a transition conference, with the approval of the family considering the families preference for location, at a time that is mutually agreeable for all parties, no later than 90 calendar days before a child's third birthday; and at the discretion of all parties, this can occur up to nine months prior to the child's third birthday for those children who are potentially eligible for Part B services; and
- (4) Require that EIS Programs conduct transition conferences to meet the requirements for an IFSP meeting.

(d) Transition Training and Technical Assistance. OEC shall:

- (1) Provide for the training of EIS personnel on their obligations related to transition and all transition-related responsibilities under Part C;
- (2) Provide for the training of EIS personnel on the obligations of LEAs under Part B of the IDEA;
- (3) Provide guidance to EIS programs to foster early collaboration with the LEAs to include the delivery of a child's IFSP services within an LEA's facility prior to the child turning age three; and
- (4) Provide training and technical assistance to EIS programs and providers, in consultation with the SDE, on transition and transition related activities to ensure a smooth and effective transition for children and their families.

(e) Transition and General Supervision.

- (1) The OEC will monitor all of the State's EIS programs for the following activities:
 - i. Initiating transition activities for all children receiving early intervention starting with the transition plan in the IFSP;

- ii. Including families of such toddlers in the child's transition plans and in all transition planning meetings and conferences;
 - iii. Securing parent approval or documenting the lack of approval to include the LEA in transition planning, for each child who is 30 months or older;
 - iv. For families seeking consideration for eligibility for special education services, sending such documentation to the appropriate LEA in compliance with the relevant federal regulations;
 - v. For each family seeking consideration for eligibility for special education services, inviting a representative from the LEA to participate in the transition conference with a reasonable amount of notice to allow for their participation within the time frame required; and
 - vi. Convening a transition conference within the timelines required by IDEA.
- (2) The OEC shall register all infants and toddlers with disabilities eligible for early intervention with the SDE in order to obtain a SASID number.
 - (3) The OEC shall indicate in the data shared with SDE which children received EIS Over age 3.
 - (4) The SDE shall transmit to the OEC monthly a list of SASIDs for children referred from Part C who were determined to be not eligible in the month for Part B Preschool Special Education beginning August 1, 2022. Prior to August 1, 2022, SDE shall provide annual data for children referred from Part C who were determined to be not eligible in the month for Part B Preschool Special Education. The OEC shall ensure that EIS Programs notify the families about how to register for an online developmental monitoring system like SPARKLER or ASQ/ASQ-SE.

7. SHARED RESPONSIBILITIES OF THE OEC and CSBE/SDE.

- (a) The Parties shall develop and disseminate brochures and other information and materials to focus public awareness on the State's early intervention system and early childhood special education, which may include the following:
 - (1) General information on the State's early intervention system, the Birth to Three System;
 - (2) The eligibility criteria for infants and toddlers with disabilities;
 - (3) The eligibility criteria for children, ages three through five, with disabilities;
 - (4) A statewide toll-free number for all referrals of children, ages birth through age five, with suspected or known disabilities or delays;
 - (5) Information in multiple languages to reach culturally and linguistically diverse families;
 - (6) Participation in a statewide 211 CD for all children ages birth through five; and
 - (7) Information on early childhood special education including school district contacts, eligibility and services.
- (b) The Parties shall be invited to serve on each other's respective committees, advisory, stakeholder groups and guideline development groups and participate in other opportunities to ensure that public awareness materials, products and other information represents and includes each agency's work and that such information will reach all stakeholders, including parents.

(c) Each Party shall have policies, procedures, and a system of general supervision, which addresses the transition process and ensures a smooth and effective transition and a FAPE by age three for children with disabilities determined eligible for special education.

- (1) The Parties shall coordinate all Child Find activities with the SICC, 211 CD and the state's Parent Training and Information Center ("PTI"), as well as other statewide public awareness efforts and other major state activities, to identify and locate children who may require an evaluation to determine their eligibility for either early intervention or special education and related services.
- (2) The Parties shall ensure that, with the approval of the parent, there are joint planning, transition and eligibility activities between early intervention and special education for children receiving early intervention who are 27 months and older.
- (3) The Parties ensure that the Child Find responsibilities are met when children are referred from early intervention, that no gaps in the provision of special education occur and that such children under Part B, receive a FAPE no later than age three, notwithstanding the summer months, unless such children are eligible for ESY.
- (4) The Parties shall develop and disseminate, in collaboration with each respective agency, joint procedures related to transition, as appropriate and necessary.
- (5) The Parties shall issue joint guidance, in collaboration and as appropriate, necessary, on transition, and transition-related activities.
- (6) As practical, there shall be joint convening's and technical assistance with Part B and Part C to ensure communication and mutual understanding of practices and policies.

(e) The Parties shall develop and provide PD priorities that address the needs of EIS programs and school districts.

(f) Accountability, Monitoring and Compliance:

- (1) Each agency shall assist each other in gathering data for monitoring, as appropriate.
- (2) Each agency shall assist each other in the preparation of the SPP/APR, State Systemic Improvement Plan ("SSIP") and other required accountability reports particularly as it relates to the need for sharing data and information.
- (3) Each agency shall assist the other, as necessary, in the investigation of formal written complaints, particularly as they relate to transition, and which may include the actions of either CSDE or its contractors or LEAs and in developing the corrective actions that need to be taken to address such complaints.
- (4) Each agency shall serve on each other's monitoring and general supervision teams, when appropriate and as it applies to each agency's work across systems of service for infants, toddlers and preschool-age children with disabilities.

8. CONFIDENTIALITY OF INFORMATION

- (a) Both Parties agree that they shall ensure the protection of the confidentiality of any personally identifiable data, information and records collected or maintained by the two agencies. Both agencies agree to adhere to all of the confidentiality requirements of the Family Educational Rights and Privacy Act ("FERPA") in 20 U.S.C. 1232g, 34 C.F.R. Section 99.31 et seq., and 34 CFR Part 303.401 through 303.417, particularly as

these requirements relate to the confidentiality and transfer of student data. Both the OEC and the CSDE shall provide guidance to Part C and Part B personnel to ensure adherence to the confidentiality requirements of IDEA and FERPA when making referrals and planning for the transition and eligibility determination of children for the IDEA, Part B program. Both agencies will ensure that these requirements are met through the general supervision and monitoring system of each agency.

- (b) The SDE and OEC shall, 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.
- (c) Each Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the 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.
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (d) The Parties agree that they shall notify the other Party 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 such Party has come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the breaching Party shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the other Party and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by such Party at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but shall not be limited to, the reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The breaching Party's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the other Party or any affected individuals.

- (e) The Parties shall incorporate the requirements of this Section in all subcontracts requiring each subcontractor to safeguard Confidential Information in the same manner as provided for in this Section.
- (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 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, or the State.
- (g) Each Party agrees that it shall be responsible for losses arising out of:
 - (1) Its own acts or omissions that result in a breach of personally identifiable information or failure to comply with applicable law regarding protection of confidential information.
 - (2) Its own negligence or misconduct, and each Party shall defend itself against any action or claim brought as a result of such acts under the Agreement.

9. DATA AND DATA SHARING

- (a) Any data variable that could potentially link a child's SASID number to any other personally identifiable number will be accessible only to authorized staff members of SDE and OEC.
- (b) The OEC and the CSBE shall regularly exchange any aggregate de-identified and disaggregated data or reports including those needed pursuant to the notification requirements under Part C of the IDEA as well as those relating to the analysis and reporting in the SPP, APR or other reports.

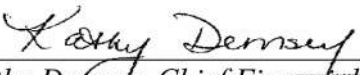
- (c) For purposes of tracking aggregate, de-identified student progress, the Parties shall strip “research” data exports of all identifying information other than the student’s SASID when data analysis requires the exchange of data between both state agencies.
 - (d) The OEC and CSBE shall abide by all applicable federal and state laws, regulations, policies pertaining to data sharing including, but not limited to, the Health Insurance Portability and Accountability Act (“HIPAA”), FERPA and the State of Connecticut Privacy Policy.
10. **DISPUTE RESOLUTION.** Any dispute arising under the Agreement, which is not disposed of by agreement, shall be decided by the Commissioner of SDE and the Commissioner of the OEC. Pending final resolution of a dispute, both Parties shall proceed diligently with the performance of the Agreement in accordance with duties outlined herein.
11. **NONDISCRIMINATION.** The provisions of Connecticut General Statutes Section 4a-60 concerning nondiscrimination, as amended by Public Acts 91-58 and 91-407 are incorporated herein by reference.
12. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.** Should any reports, records and written information fall under the purview of HIPAA, the two agencies shall comply with the provisions of HIPAA. Information obtained pursuant to the provisions of HIPAA shall not be used or disclosed by the Parties for any purpose without written consent.
13. **LIAISONS AND NOTICES.** Both Parties agree to have specifically named liaisons at all times. These representatives of the Parties will be the first contacts regarding any questions and problems that may arise during implementation and operation of the Agreement. Wherever under this Agreement one Party is required to give notice to the other, such notice shall be deemed given upon delivery. Notices shall be addressed as follows via postal mail or email:
- (a) To the CSBE:
Andrea Brinnel, Education Consultant
IDEA Part B Program
State Department of Education
Bureau of Special Education
450 Columbus Boulevard
Hartford, CT 06103
Tel. 860-713-6941
Email: andrea.brinnel@ct.gov
 - (b) To the OEC:
Alice Ridgway, Manager
IDEA Part C Program
Office of Early Childhood
450 Columbus Boulevard
Hartford, CT 06103

Tel. 860-500-4403
Email: alice.ridgway@ct.gov

14. **AMENDMENTS.** Any changes to this Agreement must be made in writing and must be approved by both Parties in writing.

APPROVALS AND ACCEPTANCE

On behalf of the CSBE:

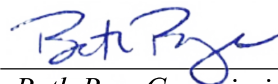


*Kathy Demsey, Chief Financial Officer
State Department of Education*

July 14, 2021

Date

On behalf of the OEC:



*Beth Bye, Commissioner
Office of Early Childhood*

July 22, 2021

Date



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* 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.

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—Up to \$2,000 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 up to \$2,000 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 not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



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 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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“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 fundraising 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, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, 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.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) 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 (ii) 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 subcontractor” 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.