



STATE OF CONNECTICUT  
DEPARTMENT OF SOCIAL SERVICES

## CONTRACT AMENDMENT

**Contractor:** Brain Injury Alliance of CT  
**Contractor Address:** 200 Day Hill Road, Suite 250, Windsor, CT .06095  
**Contract Number:** 12DSS2201BZ / 164BIA-TBI-27  
**Amendment Number:** A3  
**Amount as Amended:** \$1,712,580.00  
**Contract Term as Amended:** 7/1/2012 to 6/30/2018

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The contract between Brain Injury Alliance of CT (the Contractor) and the Department of Social Services (the Department), which was last executed by the parties and approved by the Office of the Attorney General on 9/21/2016, is hereby further amended as follows:

1. The total maximum amount payable under this contract shall be increased by \$57,000 from \$1,655,580 to \$1,712,580. The additional funds shall allow the Contractor to reinstate and further develop existing services and to re-establish the position for Education, Outreach and Support Group management.
2. The budget page on page 2 of Amendment #2 shall be deleted and replaced by the budget on page 2 of this amendment.
3. Part I, Section A "DESCRIPTION OF SERVICES" of the original contract shall be amended to include the following:

6. Community Education/Outreach

**Community education and outreach is an integral component of BIAC's mission of prevention and recovery of brain injury. It is one of the primary services that offered, state-wide, to the brain injury community. The Education & Outreach Manager is responsible for the development and implementation of new outreach programs, including public awareness presentations, health fairs, and school and community presentations. As BIAC continues to develop its outreach programs in response to changing community needs, they are committed to expanding on line, web-based educational materials for survivors and family members/caregivers.**

- a. A minimum of one advanced training a year for ABI Waiver contracted Case Managers (as required in new ABI Waiver amendment)
- b. A dedicated, updated and expanded section of the BIAC website with the most up to date information on the ABI Waiver and links to important resources at DSS
- c. On-line and web based education modules for professionals and community

**Topics developed include:**

- o **Resource for Rehabilitation after Brain Injury: Your GPS for Navigating CT's Healthcare, Social Service and Disability System**
- o **Acute Brain Injury Guide**
- o **Making Life Work after Brain Injury: A Family Guide for Life At Home**
- o **Social Security Administration & Disability Benefits**

- **Protect your Brain Prevention Toolkits for Schools**
- d. Hospital and rehab facility in-service training on brain injury  
*BIAC will host five trainings in 2017 with a minimum of 50 total attendees*
- e. Family and survivor workshops specific to issues of relevance to recovery, coping, accessing state resources and programs, etc.  
June 2018, BIAC will present a minimum of 2 family/survivor workshops with a minimum combined total attendance of 50
- f. Review feasibility of developing a Professional Brain Injury Training program, including CBIS certification and advanced brain injury training.

**All terms and conditions of the original Contract, and any subsequent amendments thereto, which were not modified by this Amendment remain in full force and effect.**

PROGRAM NAME: TRAUMATIC BRAIN INJURY (TBI) PROGRAM A3

FINANCING SUMMARY

	(A) REQUESTED	(B) ADJUSTMENTS	(C) APPROVED
Total State Grant:	\$ -		\$1,655,580.00
For Amendments Only			
Previously approved State Grant	\$1,655,580.00	\$57,000.00	\$1,712,580.00
Amount of Amendment			

ITEM / Line #	Subcategory	Line Item Total	Adjustments	Revised Total
<b>1. UNIT RATE</b>				
1a. Bed Days				
1b. Client Advocate				
1c. Security Deposit				
1d. Other Unit Rate Costs				
TOTAL UNIT RATE		\$ -		
<b>2. CONTRACTUAL SERVICES</b>				
2a. Accounting	\$ 31,355.00			
2b. Legal				
2c. Independent Audit	\$ 27,820.00			
2d. Other Contractual Services				
TOTAL CONTRACTUAL SERVICES		\$ 59,175.00	\$ -	\$ 59,175.00
<b>3. ADMINISTRATION</b>				
3a. Admin. Salaries	\$ 189,786.00			
3b. Admin. Fringe Benefits	\$ 40,424.00			
3c. Admin. Overhead				
TOTAL ADMINISTRATION		\$ 230,210.00	\$ -	\$ 230,210.00
<b>4. DIRECT PROGRAM STAFF</b>				
4a. Program Salaries	\$ 62,400.00		\$ 36,958.00	
4b. Prog. Fringe Benefits	\$ 148,138.00		\$ 12,500.00	
TOTAL DIRECT PROGRAM		\$ 1,010,538.00	\$ 49,458.00	\$ 1,059,996.00
<b>5. OTHER COSTS</b>				
5a. Program Rent	\$ 222,207.00		\$ 7,542.00	
5b. Consumable Supplies	\$ 19,250.00			
5c. Travel & Transportation	\$ 21,200.00			
5d. Utilities	\$ 23,625.00			
5e. Repairs & Maintenance	\$ 2,000.00			
5f. Insurance	\$ 34,000.00			
5g. Food & Related Costs				
5h. Other Project Expenses	\$ 33,375.00			
TOTAL OTHER COSTS		\$ 355,657.00	\$ 7,542.00	\$ 363,199.00
<b>6. EQUIPMENT</b>		\$ -		
<b>7. PROGRAM INCOME</b>				
7a. Fees				
7b. Other Income				
TOTAL PROGRAM INCOME		\$ -		
<b>8. TOTAL NET PROGRAM COSTS</b>		\$ 655,580.00	\$ 57,000.00	\$ 1,712,580.00
(sum of lines 1 through 6 minus line 7)				



## 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(g)(2), as amended by P.A. 10-1, 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/sec](http://www.ct.gov/sec). 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 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, 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 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.

"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.

**SIGNATURES AND APPROVALS**

12DSS2201BZ/164BIA-TBI-27 A3

The Contractor IS NOT a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

**CONTRACTOR**

Brain Injury Alliance of CT

[Redacted Signature]

Julie Peters, Executive Director

4/21/17  
Date

**DEPARTMENT OF SOCIAL SERVICES**

[Redacted Signature]

RODERICK L. BREMBY, *Commissioner*

4/21/17  
Date

**OFFICE OF THE ATTORNEY GENERAL**

[Redacted Signature]

~~ASST.~~ / ASSOC. ATTORNEY GENERAL (*Approved as to form*)

Joseph Rubin

4/28/17  
Date