

**PERSONAL SERVICE AGREEMENT**

CO-802A REV. 2/2000 (Electronic Version)

STATE OF CONNECTICUT  
OFFICE OF THE STATE COMPTROLLER  
ACCOUNTS PAYABLE DIVISION

- PREPARE 5 COPIES.
- THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
- ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH AT SHEET 2 OF THIS FILE, AS ATTACHED HERETO AND INCORPORATED BY REFERENCE.

<b>CONTRACTOR</b>	(3) CONTRACTOR NAME	(1) CHECK ONE <input type="checkbox"/> Original <input type="checkbox"/> Amendment	(2) IDENTIFICATION NO.
	CONTRACTOR ADDRESS	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>STATE AGENCY</b>	(5) AGENCY NAME AND ADDRESS Central Connecticut State University 1615 Stanley Street, New Britain, CT 06050	(6) AGENCY NO. 7802	

<b>CONTRACT PERIOD</b>	(7) DATE (FROM) THROUGH (TO)	(8) INDICATE <input type="checkbox"/> Master Agreement <input type="checkbox"/> Contract Award # _____ <input type="checkbox"/> Neither
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<b>CANCELLATION CLAUSE</b>	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT (9)REQUIRED NO. OF DAYS WRITTEN NOTICE PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION. (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT).
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<b>COMPLETE DESCRIPTION OF SERVICES</b>	(10) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)
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<b>COST AND SCHEDULE OF PAYMENT</b>	(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.
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(12) ACT. CD.	(13) DOC. TYPE	(14) COMM. TYPE	(15) LSE. TYPE	(16) ORIG. AGCY.	(17) DOCUMENT NO.	(18) COMM. AGCY.	(19) COMM. NO.	(20) VENDOR FEIN / SSN - SUFFIX		
(21) COMMITTED AMOUNT				(22) OBLIGATED AMOUNT			(23) CONTRACT PERIOD (FROM/TO)			
				\$			-			
(24) ACT. CD.	(25) COMM. LINE NO.	(26) COMMITTED AMOUNT	(27) COMM. AGENCY	(28) COST CENTER		(29) OBJECT	(30) AGENCY TAIL			(33) F.Y.
		\$		FUND	SID		(30) FUNCTION	(31) ACTIVITY	(32) EXTENSION	
		\$								
		\$								
		\$								
		\$								

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

<b>ACCEPTANCES AND APPROVALS</b>	(34) STATUTORY AUTHORITY <b>CGS 10a-151b</b>	
(35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE
(36) AGENCY (AUTHORIZED OFFICIAL)	TITLE	DATE
(37) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV.	TITLE	DATE
(38) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

## GENERAL PROVISIONS

39. Professional Standards. In rendering services under this Agreement, the Contractor shall conform to high professional standards of work and business ethics. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this Agreement, the Contractor agrees to provide to the Institution in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said Institution, such services as the Institution requests, provided in this Agreement.

### 40. Contractor's Standards of Conduct.

(a) In order to insure the orderly and efficient performance of duties and services at College/University and to protect the health, safety and welfare of all members of College/University community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:

- i. Use or possession of drugs or alcohol;
- ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
- iii. Smoking in buildings;
- iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
- v. Violation of applicable traffic or public safety regulations or of College/University rules and procedures;
- vi. Unauthorized use of College/University vehicles, equipment or property;
- vii. Use of University telephones for personal business;
- viii. Removal or theft of University property;
- ix. Unauthorized duplication or possession of University keys;
- x. Transfer of personal identification card or of parking pass to unauthorized personnel;
- xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
- xii. Interference with the work of other employees;
- xiii. Work attire other than the specified uniform; and
- xiv. Loud, vulgar behavior or the use of profanity.

(b) Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards and 40(a) above. The University may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in Sections 39 or 40(a) above, or in violation of any law or standards adopted by the University from time to time, as required, to protect the health, safety and welfare of the University community. Upon request of the University, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

41. No Agency or Joint Venture. It is agreed that the Contractor signs this Agreement as an independent contractor and not as an employee or agent of the Institution. This Agreement shall not in any way be construed so as to create a partnership or any kind of joint undertaking or venture between the parties hereto.

42. Conflict with Law. Nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by the Contractor hereunder. If there is any conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

43. Assignment. No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the Institution.

44. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this Agreement until the contractor is notified that this Agreement has been accepted by the State Contracting Institution and, if applicable, approved by the Attorney General of the State of Connecticut.

45. An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" agreement. As such the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

**REQUIRED PROVISIONS - STATE OF CONNECTICUT.** References in this section to "contract" shall mean this Agreement and references to "contractor" shall mean the Contractor.

46. Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this contract.

47. Claims. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or Institution 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 any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

48. Indemnification.

- a. The Contractor shall indemnify, defend and hold harmless the 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 the Contract, 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 contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The 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 Contractor's bid, proposal or any 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. The 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. The 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 Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- d. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the 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. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the *University* prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the *University*. The *University* shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the *University* or the State is contributorily negligent.
- f. This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

49. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

50. Non Discrimination.

- (a) For purposes of this Section, the following terms are defined as follows:
  - (1) "Commission" means the Commission on Human Rights and Opportunities;
  - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
  - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
  - (4) "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 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.

- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "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;
- (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) "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;
- (9) "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 C.G.S. § 32-9n; and
- (10) "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, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (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, intellectual disability, 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 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, intellectual disability, 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 vendor 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; 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 C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, 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.

- (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 vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 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 C.G.S. § 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, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, 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.

51. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Institution shall provide a copy of these orders to the Contractor.

52. Power to Execute. The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms.

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

54. Non-Waiver. None of the conditions of this Contract shall be considered waived by the State or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Contract unless expressly stipulated in such waiver. In no event shall the making by the State of any payment to the Contractor constitute or be construed as a waiver by the State of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the State while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the State in respect to such breach or default.

55. Family Educational Rights and Privacy Act (FERPA). In performing services pursuant to this contract, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.

56. Protection of Confidential Information

- (a) The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined) and Personally Identifiable Information ("PII") (as hereinafter defined). The Contractor agrees that it will use the Confidential Information and PII solely for the purpose of performing its duties under this Agreement and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information or PII.
- (b) Confidential Information: This 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 Agency 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.
- (c) Confidential Information Breach: This 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 Agency, the Contractor, or the State.
- (c) 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.
- (d) 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 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 Agency 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.
- (e) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any 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 Agency 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 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 Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (f) 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.
- (g) 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 Covered Entity.

57. Entire Agreement. This written contract 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 the Institution. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

## Exhibit A: Scope of Work

CCSU's Institute for Municipal & Regional Policy (hereinafter "IMRP") has been collaboratively working to develop and implement methods for collecting and analyzing traffic stop data in Connecticut. Contractor and IMRP by mutual agreement may revise such plans as necessary to support program effectiveness and accountability.

### 1. Scope of Work:

The IMRP will provide the contractor with traffic stop data for the Wethersfield Police Department for the 2014 through 2019 calendar years to be used in the analysis outlined in the below scope of work. Connecticut General Statute 54-1m outlines the information a law enforcement unit must collect and report to the Criminal Justice Information System (CJIS) on a monthly basis. CJIS provides the traffic stop data to the IMRP on a monthly data. Information reported pursuant to C.G.S. 54-1m is made public on an annual basis by the IMRP and does not contain any personally identifiable information.

- A. Contractor shall construct a methodology for a test of disparate treatment which relies on identifying deviations in the proportion of stopped minority motorists from the joint distribution of race, geography, and time of day.
  - a. Contractor shall develop the methodology using a bootstrapped resampling procedure along with local kernel smoothing to simulate the distribution of the mean proportion of minority motorists across both time and space.
  - b. Contractor shall be able to identify statistically significant deviations from the kernel smoothed distribution and correlate those deviations with different types of enforcement, individual officers, accidents, crimes, retail and entertainment/dining establishments, or residential characteristics.
    - i. Contractor shall conduct a joint hypothesis test of whether these factors can explain all or most of the geographic and temporal distribution of these deviations.
    - ii. Contractor shall conduct a series of Blinder-Oaxaca decompositions to measure the extent that these covariates contribute to the overall variation of these deviations across time and space.

### 2. Deliverables

- A. Development of Methodology: By May 15, 2020, the Contractor shall submit a draft of the methodology outlined in the Scope of Work section 1(A) to the IMRP.
- B. By June 15, 2020, the contractor shall submit a final version of the methodology outlined in the Scope of Work section 1(A).
- C. Attend Meetings and Events: If requested, attend Connecticut Racial Profiling Prohibition Project advisory board meetings, meetings with the Wethersfield police department and other project related meetings as requested by the IMRP.

3. Contractor shall provide Institution with copies of any final reports, publications, computer programs, databases or other products resulting from or pertaining to this Agreement. Contractor will grant permission to the Institution, with appropriate recognition of authorship and/or citation, to use all materials created for scholarly, educational and public policy purposes, and use by researchers and practitioners. Contractor will further grant permission to the Institution to copyright, publish, duplicate, use, or disseminate the materials.

4. Contractor may publish, otherwise publicly disclose or submit for publication an article, manuscript, abstract, report, poster, presentation or other material that includes the Results of the Study, as would be reasonably required for purposes of publication in a peer-reviewed professional journal, except such disclosures or submissions shall not contain any Personally Identifiable Information or de-identified data which together with other data is likely to lead to the identity of an individual and shall be in full compliance with all applicable state and federal laws and regulations. Contractors will retain the right to publish and present the materials with appropriate recognition of the Institution and its IMRP CT Racial Profiling Prohibition Initiative.



## Exhibit B: Cost & Schedule of Payments

1. Contingent upon IMRP's satisfaction with Contractor's progress, reports, and other deliverables, Institution will, without unreasonable delay, pay invoices that Contractor submits. IMRP may adjust payment amounts as appropriate to ensure program effectiveness and accountability.
  - A. Contractor shall be paid the following rates for work to be performed for the State of Connecticut outlined in the Scope of Work delineated in Exhibit A subsections (1) (A) above:
    - i. Methodology Development \$23,000.00
2. Each individual report will include additional support for project expenditures renewal of software licenses, hardware upgrades and travel. All project expenditures are reimbursed in accordance and compliance with both Federal and State regulations, policies, and procedures. All costs are subject to review and allowance for lodging, meals, and incidental expenses are reimbursed at per diem rates established by the General Services Administration.
3. It is recognized that Institution's funding for payment under this Contract is dependent upon funding from the Connecticut General Assembly. If there is a reduction in funding, or if other budgetary rescissions are imposed or required, Institution may, with written notice to Contractor, terminate or amend this Contract. Subject to the terms and conditions of this Contract, Institution shall pay Contractor for all work performed pursuant to this Contract prior to receipt of cancellation notice, and for such wind-down costs as IMRP, after consultation with Contractor, deems appropriate.
4. The State shall assume no liability for payment of services under the terms of this Contract until Contractor is notified that this Contract has been accepted by Institution and approved by the State's Office of the Attorney General, if applicable.
5. Contractor must submit invoices and project expenditure receipts of renewal of software licenses, hardware upgrades, and travel to the attention of Kathy Moore e-mail preferred moorek@ccsu.edu or mailed to: Central Connecticut State University, Grants and Funded Research, 1615 Stanley Street, New Britain, CT 06053, with electronic copy to IMRP director or his/her designee.
6. Contractor will be paid by University check or Automated Clearing House (ACH).