



Original Contract Number:	20OECQISP1CAE		
Amendment Number:	_____		
Maximum Contract Value:	\$870,500.00	Tel:	(860) 739-4440
Contractor Contact Person:	David Kulick	Tel:	(860) 500-4549
OEC Program:	Africka Hinds		

PSA

**STATE OF CONNECTICUT
PERSONAL SERVICE AGREEMENT
("PSA", "Contract" and/or "contract")
Effective July 1, 2019 revised October 19, 2018**

The State of Connecticut OFFICE OF EARLY CHILDHOOD

Street: 450 COLUMBUS BOULEVARD, SUITE 205

City: HARTFORD State: CT Zip: 06103

Tel#: (860) 500-4412 ("Agency," "OEC," and/or "Department"), hereby enters into a Contract with:

Contractor's Name: CONNECTICUT ASSOCIATION FOR THE EDUCATION OF YOUNG CHILDREN

Street: 1185 SOUTH MAIN STREET

City: CHESHIRE State: CT Zip: 06410

Tel#: (203) 439-2096

("Contractor"), for the provision of services outlined in Part I. The Agency and the Contractor shall collectively be referred to as "Parties". The Contractor shall comply with the terms and conditions set forth in this Contract as follows:

Contract Term / Effective Date	This Contract is in effect from 03/01/20 through 12/31/21.
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to P.A. 14-39, and §4-8 and 10-500 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
Contract Amendment	The parties, by mutual agreement, may amend Part I of this contract only by means of a written instrument signed by the Agency and the Contractor, and, if required, approved by the Office of the Connecticut Attorney General. Part II of this Contract may be amended only in consultation with, and with the approval of, the Office of the Connecticut Attorney General and the State of Connecticut, Office of Policy and Management ("OPM") in accordance with the section in this Contract concerning Contract Amendments.

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively called "Notices") shall be deemed to have been effected at such time as the Notice is hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, sent by email, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the Agency:	STATE OF CONNECTICUT OFFICE OF EARLY CHILDHOOD EARLY CHILDHOOD & EDUCATION 450 COLUMBUS BOULEVARD, 3RD FLOOR HARTFORD, CT 06103 Attention: Deb Flis	If to the Contractor:	CONNECTICUT ASSOCIATION FOR THE EDUCATION OF YOUNG CHILDREN 1185 SOUTH MAIN STREET CHESHIRE, CT 06410 Attention: David Kulick
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A party may modify the addressee or address for Notices by providing fourteen (14) days' prior written Notice to the other party. No formal amendment is required.

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PART I. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, PROGRAM-SPECIFIC AND AGENCY-SPECIFIC SECTIONS

The Contractor shall provide the following specific services for the **Quality Improvement Supports for Early Care and Education Providers (QIS) PROGRAM** ("Program") and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget. No sections in this Part I shall be interpreted to negate, supersede or contradict any section of Part II. In the event of any such inconsistency between Part I and Part II, the sections of Part II shall control.

A. DEFINITIONS AND ACRONYMS. The following terms shall be used in this contract as defined below:

1. **Contract Period:** March 1, 2020 to December 31, 2021.
2. **Year:** State Fiscal Year – July 1 through June 30.
3. **Business Days:** Days of the work week Monday through Friday excluding state holidays.
4. **Calendar Days:** All days of the week including Sunday through Saturday and state holidays.
5. **AQIS:** Accreditation Quality Improvement Supports
6. **CFDA:** Catalog of Federal Domestic Assistance.
7. **DUNS:** Data Universal Numbering System.
8. **ECTC:** Early Childhood Teaching Credential.
9. **Environment Rating Scale or ERS:** The tools developed and maintained by the Environment Rating Scale Institute to assess process quality in an early childhood or school age group.
10. **FERPA:** Federal Family Education Rights and Privacy Act.
11. **HRSA:** Federal Health Resources and Services Administration.
12. **NAEYC:** National Association for the Education of Young Children.
13. **Overview:** a planned, facilitated event where participants can explore and gain general knowledge about quality improvement tools and/or systems.
14. **Professional Learning Community:** A form of professional development in which groups of individuals with shared interests work together with the goals of expanding their knowledge and improving their craft. (*Dimino, J.A, & Taylor, M., 2015*)
15. **Provider:** unless otherwise stated, an entity which provides child care programs and services.
16. **SAM:** Federal System for Award Management
17. **Satellite Activity:** a planned, facilitated event (single or multi-session) which provides training on Connecticut's Core Knowledge and Competency framework related to a specific study group where staff of programs for young children explore specific related content; for example, Study Group focuses on Standard 6 (Systems, Sectors, and Settings).
18. **Settings:** Situations or locations where young children are serviced, such as family child-care, center-and school-based programs.
19. **State Anchor:** The person(s) trained by an Environment Rating Scale Institute (ERSI) rater on one or more ERSI tools. The state anchor(s) is responsible for checking reliability of other approved ERS raters.
20. **Study Group:** a planned event (single or multi session) whereby staff of programs for young children are facilitated in exploring a specific NAEYC Accreditation standard in detail.
21. **Subcontractor:** An individual (other than an employee of the contractor) or business entity hired by the entity contracting with OEC as a result of this RFP to provide specific services, and who will be paid with contract funds to provide such services
22. **Support Group:** a cohort of programs receiving individualized technical assistance along a similar timeframe, that meets collectively for the purposes of relevant updates, content exploration, and networking.
23. **Technical Assistance:** Per the NAEYC and the National Association of Child Care Resource & Referral Agencies (NACCRRA), provision of targeted and customized supports by a professional(s) with subject matter and adult learning knowledge and skills needed to develop or strengthen processes, knowledge application, or implementation of services by recipients. Technical assistance includes roles such as coach, consultant, mentor, and trainer (inclusive of higher education faculty). More information related to technical assistance on CT Core Knowledge and Competencies for Technical Assistance Providers is on the OEC webpage https://www.ct.gov/oec/lib/oec/final_ct_ta_ckcs.doc.pdf.
24. **Young Children:** Children ages 0-5, unless otherwise specified by OEC.

B. DESCRIPTION OF SERVICES.

1. **Contractor Responsibilities.**
 - a. **General service delivery requirements.**
 - i. Develop and implement program activities outlined in this contract according to OEC policies and implementation guidance within the timeline;
 - ii. Work with OEC lead staff as assigned regarding implementing each activity;
 - iii. Attend face-to-face or virtual meetings with OEC and all QIS Contractors for common understanding of OEC policies and shared work;
 - iv. Maintain, and require sub-contractors performing activities funded under this contract to maintain, a current Registry account for personnel engaged in design and implementation of the program activities;

- v. Ensure the Contractor personnel and sub-contractors conducting services outlined in the program activities meet, or have an OEC-approved plan to meet, OEC criteria for qualified technical assistance providers;
 - vi. Sign and submit to OEC an attestation provided by OEC agreeing to comply with the NAEYC Code of Ethics and Code of Ethics Supplement for Early Childhood Adult Educators, and require sub-contractors to do the same;
 - vii. Establish internal operating policies consistent with OEC guidance; and
 - viii. Participate in marketing and branding of initiatives to ensure proper attribution, identification and understanding of OEC funded initiatives.
- b. **Activities.** The Contractor shall perform the following activities during the entire contract period, unless otherwise noted.
- i. **Early Childhood Teaching Credential – Individual Review Route (“ECTC”) Program Activity.**
 - a) **ECTC OEC Activity Lead:** Deborah Adams.
 - b) **ECTC Target Audience:** staff members of Early Childhood organizations with a bachelor’s degree in a concentration other than early childhood but with a minimum of twelve (12) early childhood credits seeking to meet the Qualified Staff Member requirement for state-funded programs. The Contractor may only allow other participants outside of the target audience with prior written OEC approval.
 - c) **ECTC Tasks.** The Contractor shall perform the following tasks to support the ECTC activity:
 - (1) Manage portfolio reviews and intake process for individuals seeking the ECTC through the individual review route (IRR), hereinafter “ECTC participants.”
 - (2) Provide technical assistance to ECTC participants toward progress; such as counseling, contracting with coaches, facilitating learning communities, etc.
 - (3) Supervise activity of the Coordinator using the OEC ECTC guidelines.
 - (4) Recruit through a public process at least 4-6 ECTC portfolio reviewers.
 - (5) Train and conduct annual inter-rater reliability session for portfolio reviewers.
 - (6) Support higher education ECTC program review process.
 - (7) Manage the respective staffing, and report out on program activities assigned by OEC.
 - (8) Develop and implement a stakeholder feedback loop to inform the ECTC IRR;
 - (9) Use data collected from stakeholder feedback and from management of activity to increase the number of portfolio completions and successful ECTC approvals; and
 - (10) Provide resources, including but not limited to, space and materials, to conduct annual inter-rater reliability training.
 - d) **ECTC Staffing.**
 - (1) **Coordinator.** Staffing for the ECTC program activity shall include at a minimum one Part-time Coordinator to facilitate the ECTC individual review process as outlined by OEC. Funding for this position including salary and benefits shall not exceed \$80,000 during the contract period.
 - (2) **Reviewers.**
 - (i) The Contractor shall recruit portfolio reviewers through a public process to read up to 24 portfolios during the contract period in accordance with OEC guidelines. Funding for portfolio review shall not exceed \$4,800 during the contract period, calculated for 2 readers per portfolio at \$100 per portfolio per reader for 24 portfolios.
 - (ii) The Contractor shall subcontract with an OEC-approved external reviewer to serve as a second-reviewer of the ECTC program approval at a cost not to exceed \$8,000 in the contract period. The Contractor shall support OEC as a second review of higher education
 - e) **ECTC Reporting.** The Contractor shall submit to the OEC reports including but not limited to the following information:
 - (1) Coordinator activity by participant progress in ECTC process;
 - (2) ECTC portfolio reviewer assignments, timeliness of reading, accuracy with reliable standards, and costs; and
 - (3) Progress of ECTC higher education program reviewer as colleges are assigned for review. Data elements reported shall include timeliness of review, communication summary of reviewer and college for feedback loop, and general supports provided by review for technical assistance to the colleges.
 - ii. **Adult Learning In-Service Model Development and Delivery (“Adult Learning”) Program Activity.**
 - a) **Adult Learning OEC Activity Lead:** Deborah Adams.

- b) **Adult Learning Target Audience:** Technical Assistance Providers of all levels, with emphasis on bilingual providers, seeking to improve their practice and to meet OEC technical assistance provider criteria.
 - c) **Adult Learning Tasks.** The Contractor shall perform the following tasks to support the Adult Learning activity:
 - (1) Review CT credit-based adult learning course materials provided by OEC as basis for design, to be modified, if necessary, to accommodate for differing approaches to in-service delivery;
 - (2) Conduct a needs assessment to determine levels of adult learning supports needed in the field and in what ways (coaching, face to face sessions, observation and evaluation with professional learning communities, etc.);
 - (3) Work with OEC supports and within the Quality Assurance activity to recognize common needs assessment elements; and
 - (4) Provide a Training of Trainers event for target audience members that will be providing general public adult learning content, and target audience members who are in the community college system that may wish to teach a credit-bearing course. Related tasks include but are not limited to providing space, materials, technology, etc. utilizing an appropriate professional learning model that meets the needs of the participants and models adult learning strategies.
 - d) **Adult Learning Staffing.**
 - (1) The Contractor shall subcontract with OEC-approved trainers to provide adult learning content to target audience members utilizing various modalities based on needs assessments, such as
 - (i) Professional learning communities, job-embedded coaching, observation of skills at a training event, and support for self-reflection on sets of skills, modules/meetings;
 - (ii) Use of developed materials tailored to meet the needs of each recipient; and
 - (iii) Face to face group events
 - e) **Adult Learning Activity Reporting.** The Contractor shall submit to the OEC reports including but not limited to the following information:
 - (1) Detailed descriptions of completed or anticipated Adult Learning activities; and
 - (2) Documentation of adult learning content and process modifications in relationship to the method of in-service chosen for delivery.
- iii. **NAEYC Accreditation Support Program Activity.** The Contractor will provide NAEYC Accreditation Support to the South Central Region of Connecticut, comprised of the following towns: Ansonia, Bethany, Branford, Chester, Clinton, Cromwell, Deep River, Derby, Durham, East Haddam, East Hampton, East Haven, Essex, Guilford, Haddam, Hamden, Killingworth, Lyme, Madison, Meriden, Middlefield, Middletown, Milford, New Haven, North Branford, North Haven, Old Lyme, Old Saybrook, Orange, Portland, Seymour, Shelton, Wallingford, West Haven, Westbrook, Woodbridge.
- a) **NAEYC Accreditation Support OEC Activity Lead:** Margaret Gustafson.
 - b) **NAEYC Accreditation Support Target Audience:** licensed and license-exempt programs serving young children and meeting eligibility requirements for NAEYC Accreditation.
 - c) **NAEYC Accreditation Support Tasks.** The Contractor shall perform the following tasks to support the NAEYC Accreditation Support activity:
 - (1) Provide individualized program technical assistance to include, but not be limited to:
 - (i) Programs selected through an OEC defined process including eligibility windows based on their NAEYC timelines, with priority to programs that receive the OEC's School Readiness Child Day Care Contract funding and/or are actively receiving Care4Kids; or
 - (ii) programs referred by the OEC for technical assistance specific to NAEYC process and/or criteria.
 - (2) Provide public supports (NAEYC Accreditation overviews, study groups, study group satellite activities) to program staff in center / group home and school-based settings.
 - (3) **NAEYC Accreditation Support Training and Technical Assistance.**
 - (i) **Training.** The Contractor shall provide training to early care and education programs by performing the following tasks:
 - (a) Announce training offerings via multiple mechanisms including, but not limited to: ECE (Early Childhood Education) Listserve, RESC (Regional Educational Service Centers) distribution lists, and NAEYC Accreditation lists;
 - 1. In the South Central Region and per application round: Provide at least one NAEYC Accreditation overview session for programs new to NAEYC

- Accreditation. The Contractor shall ensure that the overview have consistent content and format statewide; and
2. Provide the following sessions i to programs that are currently accredited by NAEYC:
 - i. In the South Central Region per application round: At least one overview session covering the revised system changes; the overview to be consistent content and format statewide; and
 - ii. In the South Central Region each year: A minimum of 10 ongoing study group sessions and satellite activities that dive more deeply into the NAEYC Accreditation system / standards and criteria; to be spread out over the year; the topics and activities to be discussed and planned collaboratively with the statewide facilitation group.
 3. Overviews and study group / satellite activity registration will be through an OEC defined platform. Contractor staff will be trained in its use.
- (ii) **Technical Assistance.** The Contractor shall provide individualized technical assistance to a minimum of 20 programs that have applied for and been accepted in the South Central Region, or have been assigned by the OEC for support. Application and policies will be set by the OEC. Tasks include:
- (a) Individualized technical assistance consisting of
 1. monthly on-site working sessions at each program, and may include additional technical assistance support, as funds allow; and
 2. Targeted support to achieve and document the steps of the NAEYC Accreditation process.
 - (b) Monthly support group meetings for all accepted programs receiving this level of technical assistance, the content of which shall not be limited to NAEYC Accreditation updates.
 - (c) Under the guidance of the AQIS Facilitator, the program shall document the NAEYC Accreditation process through the establishment of a timeline and a separate action plan to drive progress toward the goal of achieving and / or maintaining NAEYC Accreditation; these documents must be kept current and show quality improvement progress. The timeline will be an agreed upon, consistent document to be used by every program. The action plan will be an agreed upon, consistent document to be used by every program.
 - (d) The Contractor will not provide support for programs that fail to show progress with action plans or do not attend support sessions; monthly program progress is required to be considered Active (as defined by the OEC) and receive support.
- (iii) The Contractor will participate in the OEC administered selection process which will identify programs for individualized technical assistance. Selection is anticipated Spring 2020, Fall 2020, and Spring 2021. A statewide agreement provided by the OEC will be utilized with programs identifying length of support, terms of participation, and facilitation expectations.
- d) **NAEYC Accreditation Support Staffing.**
- (1) One (1) Full Time Equivalent Staff Member, which may be made up of no more than three facilitation staff members, one of whom **must** be designated as the lead **and** who will coordinate the region's work, performing at least 50% of each of the activities including on-site visits, group meetings and other activities of the region's AQIS project; additional staff **must** also perform work across each of the activities identified above.
 - (2) **AQIS Facilitation Staff.** Each program will be assigned to one AQIS facilitation staff member, with the expectation that this staffer consistently supports the program.
 - (i) Facilitation staff must commit to ongoing NAEYC Accreditation training.
 - (ii) Professional development allowable expenses and expectations: In order to further staff knowledge of NAEYC Accreditation, facilitation staff are required to annually attend the NAEYC summer accreditation facilitation staff training, and either the NAEYC's fall or June conference. This grant will allow professional development expenses for one full time equivalent staff member for this attendance. This grant will not cover full expenses of multiple part time staff.
 - (iii) AQIS facilitation staff from all regions will engage with the statewide group of AQIS facilitation staff, under the coordination of the OEC Project Lead, and meet twice a month to ensure consistency, efficiency, and accuracy of the work.

- (iv) Supervisors of AQIS facilitation staff will engage in feedback and quality assurance meetings (group and/or individually based; virtual and/or in person) with the OEC Project Lead.
- e) **NAEYC Accreditation Support Reporting.**
- (1) The OEC will identify a shared platform(s) for data collection. Contractor shall be responsible for reporting the following details related to AQIS supports:
 - (i) For each overview and study group, including but not limited to: # registered - # and % attended - # and % no shows - unduplicated # programs represented; and
 - (ii) Cumulative reports: 6 month (July 1 to Dec 31; Jan 1 to June 30) and annually (July 1 to June 30): unduplicated # programs represented.
 - (2) **For programs under agreement for individualized technical assistance,** maintain an electronic log as provided by OEC and updated at least monthly including but not limited to the following data: program legal name, address, city – state – zip code, contact name – e-mail address – phone, program license # (including program license # (DCCC / DCEX license type AND number for license- exempt programs), program NAEYC legacy ID# (if applicable), program NAEYC organization ID#, NAEYC enrollment date – application date – submission date (goal or actual) – expiration date (if accredited), date application / referral for support, date to TA provider, support expiration date, total # children served, total # classrooms, total # staff, program state funded (SR, CDC, SHS, SS, indicating all applicable), programs currently receiving Care4Kids, date of last onsite visit, # on-site visits to date, date of last group meeting attended, # group meetings attended to date, and program status.
- iv. **Rating Scales Capacity Building (“Rating Scales”).**
- a) **Rating Scales OEC Activity Lead:** Michelle Levy.
 - b) **Rating Scales Target Audience:** Technical Assistance Providers and providers in early care and education settings including teachers, family home providers, and program administrators.
 - c) **Rating Scales Tasks:**
 - (1) Recruit, assign, train, and provide reliability tracking for a cadre of reliable raters for each specified environment/quality rating scale, including but not limited to the following scales:
 - (i) Early Childhood Environment Rating Scale, Third Edition (ECERS-3)
 - (ii) Infant and Toddler Environment Rating Scale, Third Edition (ITERS-3)
 - (iii) Family Child Care Environment Rating Scale, Third Edition (FCCERS-3)
 - (2) Enter into subcontracts for those services and trainings necessary to maintain a cadre of reliable raters for each specified environment/quality rating scale, including, but not limited to the following services:
 - (i) Environment Rating Scales Institute (ERSI) training
 - (ii) Delivery of a minimum of seven overview sessions on environment/quality rating scales per year for early childhood program staff and stakeholders
 - (iii) State Anchor activities connected to the scope of this contract including:
 - (1) attending ERSI training to maintain reliability, as appropriate
 - (2) training and maintaining reliability with additional anchor raters as deemed necessary
 - (3) performing reliability checks with other trained raters
 - (iv) Enter into subcontracts for reliable raters to conduct up to 100 ratings using tools aligned to quality improvement efforts for early care and education programs as identified by OEC.
 - (v) Develop and implement, in conjunction with OEC, a plan for the recruitment, training and deployment of reliably trained raters to include:
 - (a) Open recruitment and selection of raters who shall meet the following qualifications:
 - (1) availability to perform ratings as needed by Contractor
 - (2) free of conflict of interest
 - (b) OEC Staff as designated by the Office of Early Childhood;
 - (c) A schedule of training activities to achieve and maintain reliability across scales;
 - (d) Designation and maintenance of at least one State Anchor per scale, ensuring sufficient capacity and adding additional anchor raters as needed for ongoing reliability checks across all approved raters; and
 - (e) Training to reliability of a sufficient number of raters for OEC directed activities.
 - (vi) Develop and implement a process to randomly assign and deploy reliable raters for monitoring of state funded programs, using guidance from OEC and meeting OEC’s

Interim Quality Assurance requirements for programs, as described in General Policy B-05. This process shall be approved by OEC on an annual basis.

- (vii) Develop and maintain a cadre of OEC approved reliable raters for each specified Environment Rating Scales (ERS);
 - (a) Train to reliability level of 85% or better
 - (b) Maintain reliability through regular checks with State Anchor(s):
 - (1) A rate to be agreed upon with OEC, which may be a reduced rate or pro-rated amount, may be paid to ERS raters for activities related to maintaining reliability on specified environment/quality rating scales.
 - (c) In collaboration with OEC, determine needs and capacity and recruit through a public process an appropriate agreed-upon number of individuals to be trained for each rating scale; and
 - (d) Include up to 5 OEC staff as members of cadre as designated by OEC
 - (viii) Develop and maintain a cadre consisting of a minimum of 2 reliable raters per tool, with additional recruitment as needed to meet identified needs, for the following scales:
 - (a) Early Childhood Environment Rating Scale, Third Edition (ECERS-3)
 - (b) Infant and Toddler Environment Rating Scale, Third Edition (ITERS-3)
 - (c) Family Child Care Environment Rating Scale, Third Edition (FCCERS-3)
 - (ix) Maintain reliability of all raters according to OEC requirements and retain records of rater training scores and reliability checks.
 - (x) Collaborate with OEC to identify additional tools aligned to quality improvement efforts and develop a plan to secure appropriate training to establish, maintain, and deploy reliable raters.
 - (xi) Develop and implement a statewide plan to provide training on Environment Rating Scale and deliver a minimum of seven overview sessions per year on rating tools for early childhood program staff and stakeholders, utilizing a presentation developed under the direction of the State Anchors and approved by OEC.
 - (xii) Fund up to 100 ratings using tools aligned to quality improvement efforts for early care and education programs identified through a process specified by OEC.
- d) **Rating Scales Staffing:**
- (1) **Coordinator.** Staffing for the Rating Scale activity shall include, at a minimum, One Part-Time (0.5 PTE) Coordinator responsible for recruitment, assignment, training, and reliability tracking for a cadre of reliable raters for each specified environment/quality rating scale.
- e) **Rating Scales Quality Assurance:**
- (1) Develop and implement a monitoring system to ensure achievement to State Anchor of at least 85% reliability for each rater; retain records of training and reliability checks.
 - (2) Contractor will participate in Quality Assurance activities as planned and implemented by OEC and in coordination with the QIS contractor facilitating Quality assurance, including ensuring that any staff performing training under this contract are engaged in Quality assurance activities.
- c) **General Activity Requirements.** The Contractor shall perform the following tasks to support the Program activities listed in this contract:
- i. Develop and implement activities outlined in this contract according to OEC policies and implementation guidance within the timeline;
 - ii. Work with OEC lead staff as assigned regarding implementing each activity;
 - iii. Attend meetings (face-to-face and/or virtual) with OEC and all QIS Contractors for common understanding of OEC policies and shared work;
 - iv. Develop and maintain a current Registry account and require sub-contractors delivering activities to also maintain current Registry account for personnel engaged in design and implementation of the program activities;
 - v. Ensure the Contractor personnel and sub-contractors conducting services outlined in the program activities meet OEC criteria for qualified technical assistance providers or have a plan that is approved by OEC to meet the criteria;
 - vi. Agree to comply with the NAEYC Code of Ethics and Code of Ethics Supplement for Early Childhood Adult Educators, and require sub-contractors to do the same, by signing an attestation provided by OEC.
 - vii. Establish internal operating policies consistent with OEC guidance;
 - viii. Participate in marketing and branding of initiatives to ensure proper attribution, identification and understanding of OEC funded initiatives; and

- ix. The Contractor shall advertise OEC sponsored and financially supported events. All advertisements must be approved by OEC, display the OEC logo, and list the funding source(s).

2. OEC Responsibilities.

- a. Provide coordination and technical assistance to the Contractor in the following manner:
 - i. Provide support and oversight to contractor’s activities;
 - ii. Serve as the Lead Entity coordinating contracts and providing leadership to coordinate statewide efforts to design and deliver high-quality technical assistance to settings serving young children;
 - iii. Assign OEC staff as Project Leads to provide policy and implementation guidance;
 - iv. Assign OEC staff to coordinate with Project Leads for internal consistency of messaging and general technical assistance regarding contracts and design of activities;
 - v. Provide the Contractor with technical assistance as needed;
 - vi. Retain final authority for making and communicating policy decisions affecting the design, delivery, and evaluation of technical assistance activities;
 - vii. Partner with the Contractor regarding the identification of priorities, trends, and needs assessments;
 - viii. Hold regularly scheduled meetings related to this contract; and
 - ix. Attend activities related to the contract as possible and as appropriate;
- b. Provide oversight and reporting assistance to the Contractor in the following manner:
 - i. Monitor the Contractor’s participation in outcomes-based performance for incentive-based bonuses, as appropriate and as funds become available;
 - ii. Review and approve all Contractor staffing with the understanding that approval will not be unreasonably withheld and activities performed under this contract;
 - iii. Monitor contract activities according to goals, policies, guidance and timelines;
 - iv. Provide a learning management system to collect information on activities provided;
 - v. Provide or approve formats for reports, including data to be collected;
 - vi. Review reports submitted and provide follow up to ensure Contractor is contributing and accountable to the success of each activity and overall contract; and
 - vii. Maintain data specific to the activity and request updates as appropriate.

C. REPORTING.

- 1. The Contractor shall submit all required reports, written or electronically as directed by the OEC, to the OEC’s Activity Leads or other Program representative(s).
- 2. The OEC shall notify the Contractor of data or other information required in any report at least five business dates before the report due date.
- 3. The Contractor further agrees to provide other reports concerning contracted services which the OEC may reasonably require. When such other reports are deemed regular and are not explicitly stated herein, the OEC shall notify the Contractor in writing at least 30 calendar days prior to the initial submission date. This notification shall minimally include the required data, format, and date of submission for the report.
- 4. **Programmatic/Statistical Reporting.**
 - a. **Activity Reporting.** The Contractor shall submit reports including narratives and statistical data on each Activity listed in Part I Section B.1.b.
 - b. **Data requirements.**
 - i. The Contractor shall perform the following tasks:
 - a) Follow OEC data sharing policies and procedures;
 - b) Share data with OEC and other OEC-funded QIS contractors to expand quality improvement systems building and to benefit recipients of technical assistance services; and
 - c) Utilize the OEC designated learning management system to enter information on activities provided;
 - ii. The Contractor shall not use or release individualized or aggregate data for the purpose of evaluation research or promotional activities without prior written authorization of the OEC.
 - c. **Activity Reporting Schedule.** The Contractor shall submit reports to the OEC for each activity outlined in Part I, Section B.1.b on the following schedule:

REPORTING PERIOD	REPORT DUE DATE
March 1, 2020 to June 30, 2020	July 31, 2020
July 1 to September 30, 2020	October 31, 2020
October 1 to December 31, 2020	January 31, 2021
January 1, 2021 to March 31, 2021	April 30, 2021
April 1 to June 30, 2021	July 31, 2021

July 1 to September 30, 2021	October 31, 2021
October 1 to December 31, 2021	January 31, 2022

4. Financial Reporting.

- a. The Contractor shall submit reports in the contract budget tool detailing cumulative expenditures on the following schedule:

REPORTING PERIOD	REPORT DUE DATE
March 1, 2020 to June 30, 2020	July 31, 2020
July 1, 2020 to June 30, 2021	July 31, 2021
July 1, 2021 to December 31, 2021	January 31, 2022

- b. **Annual Audit:** Notwithstanding the provisions of Part II of this Contract, no later than six months after the close of the Contractor's fiscal year, the Contractor shall provide to the OEC a complete annual financial audit acceptable to the OEC for all program funds, whether state awarded or not. Such audit shall include audit recommendations. The OEC reserves the right to receive a copy of any audit for related parties under common control. The Contractor shall maintain all fiscal records and accounts for three years after the end of the contract year, or until the State Auditors of Public Accounts complete an audit of the OEC for such fiscal year, whichever is later. The State Auditors of Public Accounts shall have access to such fiscal records and accounts during such period.
- c. **Interest:** Any interest earned by the Contractor as a result of payments authorized by the OEC shall be reported to the OEC by the Contractor on the next Financial Report submitted after that interest income is earned. The Contractor agrees to follow the OEC's direction as to the disposition of such interest income.

D. PROGRAM ADMINISTRATION.

1. Throughout the term of this contract, the Contractor shall operate the program activities in accordance with the OEC's Early Care and Education Division policies and procedures.
2. The Contractor shall actively manage this contract in partnership with the OEC by participation in regular check-in calls with each Activity's assigned OEC Activity Lead, or in any other manner as directed by the OEC.
3. The Contractor shall follow the work plan for each program activity including timetable and staffing plan as approved by the OEC.
4. **Personnel and Staffing.**
 - a. Throughout the term of this contract, the Contractor and/or its subcontractors shall staff the Program with the positions listed in the Contract Budget reporting tool.
 - b. The Contractor agrees to develop and maintain policies relative to personnel. Said personnel policies shall be maintained at the Contractor's location in the Contractor's files and be made available to the OEC as requested by the OEC, its representatives and its agents. The Contractor further agrees to submit a copy of its personnel policies to the OEC, if requested, within 10 calendar days of receipt of such request.
 - c. The Contractor shall adhere to the minimum staff qualifications for each position funded under this contract.
 - d. **Notification of Changes in Personnel:** The Contractor shall immediately notify the OEC in writing whenever the Contractor intends to make or undergo changes in the following personnel:
 - i. key personnel, i.e., Chief Executive Officer, Chief Financial Officer, Program Directors and officers and members of the Contractor's Board of Directors.
 - ii. program staff, positions and service personnel employed by the Contractor or its subcontractors as applicable to services funded under this Contract.

E. QUALITY ASSURANCE. In addition to any specific Activity requirements, the Contractor shall perform the following tasks:

1. The Contractor shall participate in quality assurance activities defined and implemented by OEC in conjunction with all Contractors and sub-contractors receiving Quality Improvement Supports funding such as engaging in professional learning communities.
2. The Contractor shall convene a full meeting of its Board of Directors or other governing body as appropriate in accordance with its bylaws and/or home visiting model during the contract period.
3. The Contractor's Board of Directors agrees to conduct an annual Program self-assessment by monitoring the Program services provided under this contract to assess goals, progress, and effectiveness and shall make a report with recommendations to the Contractor's administrative and program staff. The Program evaluation report shall be made available to the OEC's Program representative at the time of the annual OEC site visit.

4. The Contractor shall conduct needs assessments, in coordination and collaboration with all OEC-funded QIS Contractors, to determine technical assistance needs related to the program activities and identify technical assistance delivery mechanisms for future OEC consideration and modifications to the program activities.
5. The Contractor shall engage in an outcomes-based performance for incentive-based bonus plan as outlined by OEC and subject to availability of funding.
6. The Contractor agrees to participate in any evaluation program as directed by the OEC.
7. Activity participants shall participate in a Program evaluation process by completing a participant satisfaction survey as provided by the Contractor. A summary of these surveys shall be included in the Program evaluation report described in Part I, Section E.3.
8. The Contractor agrees to comply with any and all applicable regulations adopted by the OEC or other Agencies in effect at the time of execution of this contract and prior to the end of the contract period pursuant to the services provided under this contract and, as applicable, require that all pertinent subcontractors comply as well.

F. PAYMENT AND BUDGET PROVISIONS.

1. **Contract amount.** The OEC agrees to pay for the services provided and as described under this contract up to a maximum amount not to exceed **\$870,500.00** during the Contract Period, composed of up to \$770,000.00 for services related to Activity tasks and up to \$100,500.00 for a 15% administrative fee, unless the Contractor is notified by the OEC of other funding information.
2. **Payment Procedures.**
 - a. The Contractor shall enroll in the Office of the State Comptroller’s Vendor Direct Deposit (ACH) Program.
 - b. Funds shall be released based on timely submission by the Contractor of programmatic and financial reports; the availability of funds; and the Contractor’s compliance with the terms of the contract.
 - c. When the OEC’s review of any financial report or on-site examination of the Contractor’s financial records indicate that under expenditure or underutilization of contract funds is likely to occur by the end of the contract period, the OEC may, with advance notice to the Contractor, alter the payment schedule for the balance of the contract period.
3. **Payment Schedule.** OEC shall make payments to the Contractor on the following schedule:

YEAR ONE CONTRACT PERIOD (SFY 2020): March 1, 2020 to June 30, 2020

PROGRAM ACTIVITY	PROGRAM AMOUNT	ADMINISTRATIVE	TOTAL AMOUNT	PAYMENT 1	PAYMENT 2
Reason for Payment...	XXXXXXXX	XXXXXXXXXXXX	XXXXXXXX	Contract Execution	Year 1-1 st Q Program Report Quarterly Budget
Upon program approval, due by:	XXXXXXXX	XXXXXXXXXXXX	XXXXXXXX	XXXXXXXX	May 31, 2020
NAEYC Accreditation Support (Administrative Fee: Federal – 10%)	\$75,000.00	\$7,500.00	\$82,500.00	\$41,250.00	\$41,250.00
Rating Scales Capacity Building (Administrative Fee: State – 15%)	\$67,500.00	\$10,125.00	\$77,625.00	\$38,812.50	\$38,812.50
ECTC Individual Review Route (Administrative Fee: State – 15%)	\$25,000.00	\$3,750.00	\$28,750.00	\$14,375.00	\$14,375.00
Adult Learning In-Service (Administrative Fee: State – 15%)	\$25,000.00	\$3,750.00	\$28,750.00	\$14,375.00	\$14,375.00
TOTALS	\$192,500.00	\$25,125.00	\$217,625.00	\$108,812.50	\$108,812.50

YEAR TWO CONTRACT PERIOD (SFY 2021): July 1, 2020 to June 30, 2021

PROGRAM ACTIVITY	PROGRAM AMOUNT	ADMINISTRATIVE	TOTAL AMOUNT	PAYMENT 3	PAYMENT 4	PAYMENT 5	PAYMENT 6
Reason for Payment...	XXXXXXXX	XXXXXXXXXXXX	XXXXXXXX	Year 1-2 nd Q Program Report Quarterly Budget	Year 1-3 rd Q Program Report Quarterly Budget	Year 1-4 th Q Program Report Quarterly Budget	Year 2-1 st Q Program Report Quarterly Budget

Upon program approval, due by:	XXXXXXX	XXXXXXXXXX	XXXXXXX	Aug 31, 2020	Nov. 30, 2020	Feb 28, 2021	May 31, 2021
NAEYC Accreditation Support (Administrative Fee: Federal – 10%)	\$150,000.00	\$15,000.00	\$165,000.00	\$41,250.00	\$41,250.00	\$41,250.00	\$41,250.00
Rating Scales Capacity Building (Administrative Fee: State – 15%)	\$135,000.00	\$20,250.00	\$155,250.00	\$38,812.00	\$38,812.00	\$38,813.00	\$38,813.00
ECTC Individual Review Route (Administrative Fee: State – 15%)	\$50,000.00	\$7,500.00	\$57,500.00	\$14,375.00	\$14,375.00	\$14,375.00	\$14,375.00
Adult Learning In-Service (Administrative Fee: State – 15%)	\$50,000.00	\$7,500.00	\$57,500.00	\$14,375.00	\$14,375.00	\$14,375.00	\$14,375.00
TOTALS	\$385,000.00	\$50,250.00	\$435,250.00	\$108,812.00	\$108,812.00	\$108,813.00	\$108,813.00

YEAR THREE CONTRACT PERIOD (SFY 2022): July 1, 2021 to December 31, 2021

PROGRAM ACTIVITY	PROGRAM AMOUNT	ADMINISTRATIVE	TOTAL AMOUNT	PAYMENT 7	PAYMENT 8
Reason for Payment...	XXXXXXXXX	XXXXXXXXXX	XXXXXXXXX	Year 2 2 nd Q Report	Year 2 3 rd Q Report
Upon program approval, due by:	XXXXXXXXX	XXXXXXXXXX	XXXXXXXXX	Aug 31, 2021	Nov. 30, 2021
NAEYC Accreditation Support (Administrative Fee: Federal – 10%)	\$75,000.00	\$7,500.00	\$82,500.00	\$41,250.00	\$41,250.00
Rating Scales Capacity Building (Administrative Fee: State – 15%)	\$67,500.00	\$10,125.00	\$77,625.00	\$38,812.50	\$38,812.50
ECTC Individual Review Route (Administrative Fee: State – 15%)	\$25,000.00	\$3,750.00	\$28,750.00	\$14,375.00	\$14,375.00
Adult Learning In-Service (Administrative Fee: State – 15%)	\$25,000.00	\$3,750.00	\$28,750.00	\$14,375.00	\$14,375.00
TOTALS	\$192,500.00	\$25,125.00	\$217,625.00	\$108,812.50	\$108,812.50

4. **Budget.** The Contractor agrees to utilize OEC funds in accordance with the budgets contained herein. Budgets for Funding Periods not included herein shall remain the same as the included budget until and unless formally revised via the OEC's Budget Revision process or via formal amendment to this contract.
5. **Budget Variance.**
 - a. The Contractor may transfer funds from one category to another (except for equipment, personnel and fringe) in the agreed upon and approved budget included in this contract for a single component without prior notification of the OEC under the following conditions:
 - i. The amount by which a single category may be increased may not exceed **20% of the approved amount or \$5,000.00**, whichever is greater. This applies only to category amounts in the formally approved budget subsequently approved budget revisions.
 - ii. The Contractor may vary an individual salary or wage by no more than **15%** of the approved amount;
 - iii. Budget flexibility is to be applied to each component separately and is not to be computed on the composite budget items.
 - iv. The number of people or the percentage of time charged to a job classification may be increased, provided this does not exceed the flexibility cited above.
 - v. The Contractor may not make any transfer under this procedure that involves any of the categories or kinds of expenditures specifically listed below.
 - vi. All such transfers shall be reflected on the next submitted financial report.

YEAR ONE BUDGET (SFY 2020): March 1, 2020 to June 30, 2020

Effective Date: 3/10/2020

CONTRACT NUMBER: 20OECQIS01CAE Tot \$480,000

CONTRACT PERIOD: 03/01/2020 through 12/31/2021

BY FISCAL YR (BFY): 2020

PROVIDER: CTAEYC - CT Assoc for Education of Young C

Approved by: CoppucciniM

4000 INCOME			1. AGE	20. Adult Learning	3. Regular Salaries Councils	4. Early Child Teacher Care	Total Income
Program Funding Period:			03/01/2020 Through 06/30/2020	03/01/2020 Through 06/30/2020	03/01/2020 Through 06/30/2020	03/01/2020 Through 06/30/2020	
			SFY20 3/1/20-6/30/20 \$86,250 YR1	SFY20 3/1/20-6/30/20 \$28,750 YR1	SFY20 3/1/20-6/30/20 \$77,625 YR1	SFY20 3/1/20-6/30/20 \$28,750 YR1	
			Child 2-State \$	Child 2-State \$	Child 2-State \$	Child 2-State \$	
4100 CONTRACT FUNDING	SO		\$ 86,250	\$ 28,750	\$ 77,625	\$ 28,750	\$ 221,375
4101 State Funds	16158-Bud Ref 20		\$ 86,250	\$ 28,750	\$ 77,625	\$ 28,750	\$ 221,375
TOTAL INCOME			\$ 86,250	\$ 28,750	\$ 77,625	\$ 28,750	\$ 221,375
5000 DIRECT EXPENSES			1. AGE	20. Adult Learning	3. Regular Salaries Councils	4. Early Child Teacher Care	Total Expenses
5100 SALARIES			\$ 28,600	\$ 6,860	\$ 10,680	\$ 11,500	\$ 57,640
5101 Staff Salaries & Wages			\$ 28,600	\$ 6,860	\$ 10,680	\$ 11,500	\$ 57,640
5200 FRINGE BENEFITS			\$ 9,438	\$ 2,264	\$ 3,524	\$ 3,805	\$ 16,721
5300 CONTRACTUAL SERVICES			\$ 4,500	\$ 11,300	\$ 13,900	\$ 3,400	\$ 32,700
5303 Contracted Workers - Non-Payroll			\$ 4,500	\$ 11,300	\$ 13,900	\$ 3,400	\$ 32,700
5400 TRANSPORTATION			\$ 2,024	\$ 114	\$ 480	\$ 144	\$ 2,974
5401 Staff Travel Reimbursement			\$ 2,024	\$ 114	\$ 480	\$ 144	\$ 2,974
5500 MATERIALS AND SUPPLIES			\$ 24,278	\$ 3,865	\$ 13,803	\$ 7,468	\$ 49,414
5501 Food			\$ 1,100	\$ 480	\$ 570	\$ 90	\$ 2,240
5503 Equipment (Less than \$5,000)			\$ 7,558	\$ 2,720	\$ 5,033	\$ 5,020	\$ 20,331
5504 Other Mtrls and Supls (specify in narrative)			\$ 15,620	\$ 665	\$ 8,200	\$ 2,358	\$ 26,843
5600 FACILITIES			\$ 2,270	\$ 425	\$ 920	\$ 712	\$ 4,327
5601 Rent and Real Estate Taxes			\$ 2,270	\$ 425	\$ 920	\$ 712	\$ 4,327
5800 OTHER EXPENSES			\$ 3,890	\$ 171	\$ 24,383	\$ 280	\$ 28,724
5801 Communications			\$ 650	\$ 111	\$ 237	\$ 180	\$ 1,178
5802 Insurance			\$ 240	\$ 60	\$ 146	\$ 100	\$ 546
5804 Staff Training and Conferences			\$ 3,000		\$ 24,000		\$ 27,000
TOTAL DIRECT EXPENSES			\$ 75,000	\$ 25,000	\$ 67,500	\$ 25,000	\$ 192,500
7000 INDIRECT EXPENSES			1. AGE	20. Adult Learning	3. Regular Salaries Councils	4. Early Child Teacher Care	Total Expenses
7100 ADMINISTRATIVE & GENERAL			\$ 11,250	\$ 3,750	\$ 10,125	\$ 3,750	\$ 28,875
7111 Staff Salaries & Wages			\$ 1,248	\$ 416	\$ 1,120	\$ 416	\$ 3,200
7120 Fringe Benefits			\$ 412	\$ 138	\$ 368	\$ 138	\$ 1,056
All Other A&G			\$ 9,590	\$ 3,196	\$ 8,637	\$ 3,196	\$ 24,619
TOTAL INDIRECT EXPENSES			\$ 11,250	\$ 3,750	\$ 10,125	\$ 3,750	\$ 28,875
TOTAL EXPENSES			\$ 86,250	\$ 28,750	\$ 77,625	\$ 28,750	\$ 221,375
INCOME/EXPENSE SUMMARY			1. AGE	20. Adult Learning	3. Regular Salaries Councils	4. Early Child Teacher Care	Total
TOTAL INCOME			\$ 86,250	\$ 28,750	\$ 77,625	\$ 28,750	\$ 221,375
TOTAL EXPENSES			\$ 86,250	\$ 28,750	\$ 77,625	\$ 28,750	\$ 221,375
EXCESS/(SHORTAGE)			\$ -	\$ -	\$ -	\$ -	\$ -

YEAR TWO BUDGET (SFY 2021): July 1, 2020 to June 30, 2021

Effective Date: 1/10/2020
 CONTRACT NUMBER: 20OECQSP1CAE Tot \$442,060
 CONTRACT PERIOD: 03/01/2020 through 12/31/2021
 ST FISCAL YR (BFY): 2021
 PROVIDER: STAEYC - CT Assn for Education of Young C
 Approved by: CoppucciniM

4000 INCOME		1. AOE	20. Adult Learning	3. Regular Salaries	4. Early Child Teacher Care	Total Income
Program Funding Period:		SF/21/2020 6/30/21 YR2	SF/21/2020 6/30/21 YR2	SF/21/2020 6/30/21 YR2	SF/21/2020 6/30/21 YR2	
		Child 2-State \$	Child 2-State \$	Child 2-State \$	Child 2-State \$	
4100 CONTRACT FUNDING	NO	\$ 172,500	\$ 57,500	\$ 155,250	\$ 57,500	\$ 442,750
4101 State Funds	16158-Bud Ref 22	\$ 172,500	\$ 57,500	\$ 155,250	\$ 57,500	\$ 442,750
TOTAL INCOME		\$ 172,500	\$ 57,500	\$ 155,250	\$ 57,500	\$ 442,750
5000 DIRECT EXPENSES		1. AOE	20. Adult Learning	3. Regular Salaries	4. Early Child Teacher Care	Total Expenses
5100 SALARIES		\$ 85,750	\$ 20,610	\$ 32,300	\$ 34,000	\$ 172,660
5101 Staff Salaries & Wages		\$ 85,750	\$ 20,610	\$ 32,300	\$ 34,000	\$ 172,660
5200 FRINGE BENEFITS		\$ 28,298	\$ 6,801	\$ 10,593	\$ 4,420	\$ 50,112
5300 CONTRACTUAL SERVICES		\$ 6,480	\$ 20,120	\$ 51,240	\$ 8,220	\$ 86,060
5301 Contracted Workers - Non-Payroll		\$ 6,480	\$ 20,120	\$ 51,240	\$ 8,220	\$ 86,060
5400 TRANSPORTATION		\$ 5,520	\$ -	\$ 1,150	\$ 144	\$ 6,814
5401 Staff Travel Reimbursement		\$ 5,520	\$ -	\$ 1,150	\$ 144	\$ 6,814
5500 MATERIALS AND SUPPLIES		\$ 7,150	\$ 549	\$ 2,400	\$ 54	\$ 10,153
5501 Food		\$ 1,750	\$ 126	\$ 900	\$ -	\$ 2,776
5503 Equipment (less than \$5,000)		\$ -	\$ -	\$ -	\$ -	\$ -
5504 Other Mtrls and Sppls (specify in narrative)		\$ 5,400	\$ 423	\$ 1,500	\$ 54	\$ 7,379
5600 FACILITIES		\$ 7,935	\$ 1,670	\$ 3,766	\$ 2,750	\$ 16,121
5601 Rent and Real Estate Taxes		\$ 7,935	\$ 1,670	\$ 3,766	\$ 2,750	\$ 16,121
5800 OTHER EXPENSES		\$ 8,867	\$ 250	\$ 33,851	\$ 410	\$ 43,378
5801 Communications		\$ 1,942	\$ 130	\$ 502	\$ 210	\$ 2,784
5802 Insurance		\$ 925	\$ 120	\$ 349	\$ 100	\$ 1,594
5804 Staff Training and Conferences		\$ 6,000	\$ -	\$ 33,000	\$ -	\$ 39,000
TOTAL DIRECT EXPENSES		\$ 150,000	\$ 50,000	\$ 135,000	\$ 50,000	\$ 385,000
7000 INDIRECT EXPENSES		1. AOE	20. Adult Learning	3. Regular Salaries	4. Early Child Teacher Care	Total Expenses
7100 ADMINISTRATIVE & GENERAL		\$ 22,500	\$ 7,500	\$ 20,250	\$ 7,500	\$ 57,750
7111 Staff Salaries & Wages		\$ 3,744	\$ 1,248	\$ 3,360	\$ 1,248	\$ 9,600
7120 Fringe Benefits		\$ 1,236	\$ 412	\$ 1,108	\$ 412	\$ 3,168
AB Other A&G		\$ 17,520	\$ 5,840	\$ 15,782	\$ 5,840	\$ 44,982
TOTAL INDIRECT EXPENSES		\$ 22,500	\$ 7,500	\$ 20,250	\$ 7,500	\$ 57,750
TOTAL EXPENSES		\$ 172,500	\$ 57,500	\$ 155,250	\$ 57,500	\$ 442,750
INCOME/EXPENSE SUMMARY		1. AOE	20. Adult Learning	3. Regular Salaries	4. Early Child Teacher Care	Total
TOTAL INCOME		\$ 172,500	\$ 57,500	\$ 155,250	\$ 57,500	\$ 442,750
TOTAL EXPENSES		\$ 172,500	\$ 57,500	\$ 155,250	\$ 57,500	\$ 442,750
EXCESS/(SHORTAGE)		\$ -	\$ -	\$ -	\$ -	\$ -

YEAR THREE BUDGET (SFY 2022): July 1, 2021 to December 31, 2021

Effective Date: 3/10/2020

CONTRACT NUMBER: 20OECQISPCAE Tot \$460,000

CONTRACT PERIOD: 03/01/2020 through 12/31/2021

ST FISCAL YR (SFY): 2022

PROVIDER: CTAEYC - CT Assoc for Education of Young C

Approved by: CappuccittiM

4000 INCOME		1. AOE	10. Adult Learning	6. Before School Care	8. Early Child Teacher Care	Total Income
Program Funding Period:		07/01/2021 through 12/31/2021	07/01/2021 through 12/31/2021	07/01/2021 through 12/31/2021	07/01/2021 through 12/31/2021	
		SFY22 7/1/21-12/31/21 \$86,250 YRS Child 2-State \$	SFY22 7/1/21-12/31/21 \$28,750 YRS Child 2-State \$	SFY22 7/1/21-12/31/21 \$77,625 YRS Child 2-State \$	SFY22 7/1/21-12/31/21 \$28,750 YRS Child 2-State \$	
4100 CONTRACT FUNDING	SHD	\$ 86,250	\$ 28,750	\$ 77,625	\$ 28,750	\$ 221,375
4101 State Funds	16158-Bud Ref 22	\$ 86,250	\$ 28,750	\$ 77,625	\$ 28,750	\$ 221,375
TOTAL INCOME		\$ 86,250	\$ 28,750	\$ 77,625	\$ 28,750	\$ 221,375
5000 DIRECT EXPENSES		1. AOE	10. Adult Learning	6. Before School Care	8. Early Child Teacher Care	Total Expenses
5100 SALARIES		\$ 42,875	\$ 9,786	\$ 16,050	\$ 17,000	\$ 85,711
5101 Staff Salaries & Wages		\$ 42,875	\$ 9,786	\$ 16,050	\$ 17,000	\$ 85,711
5200 FRINGE BENEFITS		\$ 14,149	\$ 3,229	\$ 5,297	\$ 2,210	\$ 24,885
5300 CONTRACTUAL SERVICES		\$ 4,500	\$ 10,450	\$ 30,050	\$ 3,700	\$ 48,700
5303 Contracted Workers - Non-Payroll		\$ 4,500	\$ 10,450	\$ 30,050	\$ 3,700	\$ 48,700
5400 TRANSPORTATION		\$ 2,500	\$ 173	\$ 690	\$ 150	\$ 3,513
5401 Staff Travel Reimbursement		\$ 2,500	\$ 173	\$ 690	\$ 150	\$ 3,513
5500 MATERIALS AND SUPPLIES		\$ 3,050	\$ 277	\$ 775	\$ 400	\$ 4,502
5501 Food		\$ 1,300	\$ 177	\$ 475	\$ -	\$ 1,952
5503 Equipment (Less than \$5,000)		\$ 1,000	\$ -	\$ -	\$ 100	\$ 1,100
5504 Other Mtrls and Sppls (specify in narrative)		\$ 750	\$ 100	\$ 300	\$ 300	\$ 1,450
5600 FACILITIES		\$ 3,511	\$ 810	\$ 3,200	\$ 1,050	\$ 8,571
5601 Rent and Real Estate Taxes		\$ 3,511	\$ 810	\$ 3,200	\$ 1,050	\$ 8,571
5800 OTHER EXPENSES		\$ 4,415	\$ 275	\$ 11,438	\$ 490	\$ 16,618
5801 Communications		\$ 960	\$ 155	\$ 257	\$ 280	\$ 1,652
5802 Insurance		\$ 455	\$ 120	\$ 181	\$ 210	\$ 966
5804 Staff Training and Conferences		\$ 3,000	\$ -	\$ 11,000	\$ -	\$ 14,000
TOTAL DIRECT EXPENSES		\$ 75,000	\$ 25,000	\$ 67,500	\$ 25,000	\$ 192,500
7000 INDIRECT EXPENSES		1. AOE	10. Adult Learning	6. Before School Care	8. Early Child Teacher Care	Total Expenses
7100 ADMINISTRATIVE & GENERAL		\$ 11,250	\$ 3,750	\$ 10,125	\$ 3,750	\$ 28,875
7111 Staff Salaries & Wages		\$ 1,872	\$ 624	\$ 1,680	\$ 624	\$ 4,800
7120 Fringe Benefits		\$ 604	\$ 201	\$ 542	\$ 201	\$ 1,548
All Other A&G		\$ 8,774	\$ 2,925	\$ 7,903	\$ 2,925	\$ 22,527
TOTAL INDIRECT EXPENSES		\$ 11,250	\$ 3,750	\$ 10,125	\$ 3,750	\$ 28,875
TOTAL EXPENSES		\$ 86,250	\$ 28,750	\$ 77,625	\$ 28,750	\$ 221,375
INCOME/EXPENSE SUMMARY		1. AOE	10. Adult Learning	6. Before School Care	8. Early Child Teacher Care	Total
TOTAL INCOME		\$ 86,250	\$ 28,750	\$ 77,625	\$ 28,750	\$ 221,375
TOTAL EXPENSES		\$ 86,250	\$ 28,750	\$ 77,625	\$ 28,750	\$ 221,375
EXCESS/(SHORTAGE)		\$ -	\$ -	\$ -	\$ -	\$ (0)

- b. The OEC requires the following changes in approved Program budgets to have prior written OEC approval by a formal budget revision and/or formal contract amendment:
 - i. Unused funds allocated to Salary and/or Fringe. Such unused funds that OEC does not allow to be transferred by the end of each State fiscal year during the contract period must be returned to OEC by July 31.
 - ii. The purchase of an item of equipment not approved in the original budget.
 - iii. A transfer that involves an increase of an approved category amount by more than 20% or \$5,000.00, whichever is greater.
 - iv. A transfer which involves an increase in salary or wages by more than 15%;
 - v. Any increase in compensation for services under a third party contract.
 - vi. Any transfers of funds from one component to another.

- vii. Any transfer of budgeted Program income or food reimbursement.
 - c. The OEC shall respond to a properly executed request within 45 days of receipt.
 - d. No budget revisions proposed by the Contractor may be submitted later than 45 days before the end of each State Fiscal year during the contract period, except that the OEC may entertain, at any time, a budget revision for the purpose of increasing funds solely for the audit of the Program. The final financial report shall show all category overruns. Costs incurred after the end of the budget period shall be disallowed except those, which the OEC has expressly approved in writing and in advance.
- 6. Unexpended Funds.**
- a. Whenever the OEC determines from its review of the Contractor's audited annual financial statements and program operations that the total paid under this contract, together with applicable program income from other sources, exceeds the total expenses of the program, such excess income shall be deemed by the OEC to be unexpended funds. If the Contractor is not required to submit audited annual financial statements, the OEC may utilize the final annual financial report to determine the existence and amount of unexpended funds.
 - b. Unexpended funds shall be identified by and returned to the OEC in the following manner:
 - i. Funds paid to the Contractor shall be identified by the OEC's "Special Identification Number" (SID). The payments made by the OEC shall be compared to the expenses reported by the Contractor, by SID as noted on the "Schedule of Expenditures of Financial Assistance" and/or "Schedule of Expenditures of Federal Financial Assistance" or other similar schedule(s) as required by the Federal and State Single Audit acts.
 - ii. If the Contractor is not required to file Single Audit Reports, the OEC may utilize the Contractor's Annual Financial Report to determine any unexpended funds.
 - iii. If payments made by the OEC exceed the expenses reported, the OEC may recoup such payments by requesting payment from the Contractor by check or other means as determined by the OEC.
 - iv. If requested to return unexpended funds by check, the Contractor shall return to the OEC the amount of unexpended funds subject to recoupment not later than thirty (30) days after receipt of written notice from the OEC that such budget is due.
- 7. Equipment and Assets ("E & A").**
- a. E & A purchased by the Contractor or any subcontractor, in whole or in part, with funds provided by the OEC under this contract shall be considered the property of the OEC. E & A shall be considered purchased from Contractor funds if the program has other sources of income equal to or greater than the equipment purchase price. Such purchases shall be considered to be the property of the Contractor. E & A to be purchased for the program with OEC funds must be identified and the cost itemized in the approved budget in Part I, Section F.4 of this contract or in a budget revision form.
 - b. The following provisions apply to E & A purchases made in full or in part with OEC funds:
 - i. The Contractor shall obtain the prior approval of the OEC either through the contract application budget or a budget revision. Each piece of equipment or asset to be purchased and their costs must be clearly itemized;
 - ii. The Contractor shall obtain three competitive bids for equipment with the purchase to be made from the lowest qualified bidder;
 - iii. The Contractor shall maintain an inventory, including item, date of purchase, contract number, and funding identification, of all equipment and assets purchased with OEC funds; and
 - iv. As part of its annual audit statement, The Contractor shall submit verification by the auditor of the continued possession of all E & A purchased with OEC funds.
 - v. Any item of equipment or any asset purchased with OEC funds shall not be discarded or sold or removed from the inventory without the prior written approval of the OEC.
 - c. If OEC funding to the Contractor is terminated or not renewed, the OEC shall determine the manner of the disposition of all E & A purchased in full or in part with OEC funds by:
 - i. Permitting the Contractor to retain and use the E & A;
 - ii. Allowing the Contractor to sell the E & A and return the proceeds to the OEC, minus an agreed upon amount to compensate for the costs of selling the E & A; or
 - iii. Returning the E & A to the OEC.

8. **State Requirements.**

- a. **Audit Submission Process:** If the Contractor expends \$300,000 or more in State financial assistance during any State fiscal year during the contract, the Contractor shall submit its A-133 and state single audit electronically to the OEC through a state-wide electronic system. The system is entitled "Office of Policy and Management - Electronic Audit Reporting System (EARS)." The link to access the system is <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>. The Contractor shall send the OEC an e-mail alert stating that its audit has been uploaded to the identified system. If the Contractor requests an extension from the Office of Policy and Management, associated with the required audit submission, the Contractor must provide the OEC with a copy of the approved request.
- b. **Match Requirements:** The Contractor also warrants that it is aware that funds provided by the OEC under this contract may be used for a service match. The Contractor must obtain OEC permission prior to identifying any or all of the allocated services as a service or monetary match. The OEC shall respond to all requests within five business days of receipt.

G. **SUBCONTRACTED SERVICES.**

1. In accordance with Part II, Subcontracts (Section B.9), the Contractor shall enter into a subcontract with the service providers whose identity, services to be rendered and costs shall be specified below:

Subcontracting Organization	Address	Description of Services	Performance Period	Payment Terms / Total Value

2. a. Absent compliance with subsection 1 above, in accordance with Part II, Subcontracts (Section B.9), if following the execution and approval of this contract, the Contractor has identified subcontractors for which it would like to retain, then the Contractor may propose the use of subcontractors not specified herein. The Contractor must request and obtain prior written approval from the OEC before finalizing any subcontract arrangement.
2. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; process of notification of changes to subcontractor funding, process for contract resolution between the contractor and subcontractors; and (4) provide assurances to the OEC that the proposed subcontract contains the terms specified in subsection 3 below.
3. Each and any subcontract must contain terms that shall require the subcontractor to adhere to the requirements of this contract including but not limited to:
 - a. Requirements of Part I, including but not limited to:
 - i. Description of Services (Section B);
 - ii. Reporting (Section C);
 - iii. Program Administration (Section D);
 - iv. Quality Assurance (Section E); and
 - v. Budget and Payment Provisions (Sections G.6 through G.9).
 - b. Requirements of Part II, including but not limited to:
 - i. Contractor Obligations (Section B) – specifically: Federal Funds; Audit and Inspection of Plant, Places of Business, and Records; Related Party Transactions; Suspension or Debarment; Independent Capacity of Contractor; Indemnification [of the State]; Insurance; Sovereign Immunity; Compliance with Law and Policy, Facilities Standards and Licensing; Representations and Warranties; Protection of Confidential Data; and Litigation;
 - ii. Changes To The Contract, Termination, Cancellation and Expiration (Section C) – specifically: Contractor Changes and Assignment; and
 - iii. Statutory and Regulatory Compliance (Section D).
4. The Contractor agrees to be responsible to the OEC for the performance of any subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall bear full responsibility, without recourse to the OEC, for the subcontractor's performance.
5. The Contractor shall retain the OEC's written approval and each subcontract in the contract file.
6. Absent compliance with this section, no Contractor Party expense related to the use of a subcontractor shall be paid or reimbursed by the OEC unless the OEC, in its sole discretion, waives compliance with the requirements of this

section. In order to be effective, any waiver of the requirements of this section must be in writing and signed by the OEC Commissioner or his/her designee pursuant to C.G.S. § 4-8. The OEC, in its discretion, may limit or condition any waiver of these requirements as it deems appropriate, including, for example, by limiting the dollar amount or any waiver, requiring proof that the subcontractor provided services under the contract, by requiring that any federal requirements under any federal grant program are satisfied, and/or requiring proof that the Contractor utilize the funds paid under the contract to promptly pay the subcontractor for services rendered.

H. PROCEDURE FOR TERMINATION.

1. **Termination by the OEC.** In addition to the sections in Part II, Sections C.6 and C.7 of this contract, upon delivery to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective the Contractor shall:
 - a. Stop work under the contract on the date and to the extent specified in the Notice of Termination;
 - b. If the OEC so directs, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination or assign to the OEC in the manner and to the extent directed by the OEC all of the right, title, and interest of the Contractor under the subcontracts not so terminated, in which case the OEC shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts;
 - c. Complete the performance of the work that has not been terminated by the Notice of Termination; and
 - d. Be entitled to payment for services agreed upon by the parties and rendered to the OEC's satisfaction through the effective date of termination.
 2. **Reduction of Services or Termination by the Contractor.** In the event that the Contractor terminates this contract, closes, reduces services or relocates any program funded under this contract, or if for any reason, the fiduciary responsibility of the Contractor changes, or if the OEC does not offer funding for the subsequent fiscal year, then pursuant to Part II D. 7. of this Contract, the OEC and the Contractor shall negotiate and resolve the following issues:
 - a. the time lines for closure of the program;
 - b. closure of admissions and the transfer of clients remaining in the program at the time of closure;
 - c. the amount of any final payments due the Contractor or refunds due the OEC; and
 - d. the transfer or storage of all program records pursuant to the requirements of the Federal Confidentiality Regulations, 42 CFR Part 2;
 - e. the disposition of property and equipment in which OEC has a financial interest pursuant to any applicable State Regulations, including Bond Fund Award liens and obligations;
 - f. notification to clients of the closure, their options for transfer to other programs and the Contractor's obligations to facilitate such transfer; and
 - g. any other issues pertinent to the specific situation causing the reduction or termination of services.
- I. **SEVERABILITY.** If any section of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that section. The remainder of this contract shall be enforced to the fullest extent permitted by law.

PART II. TERMS AND CONDITIONS. The Contractor shall comply with the following terms and conditions.

A. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

1. **“Bid”** shall mean a bid submitted in response to a solicitation.
2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
5. **“Client”** shall mean a recipient of the Contractor’s Services.
6. **“Contract”** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
7. **“Contractor Parties”** shall mean a Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
8. **“Data”** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
9. **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
10. **“Force Majeure”** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, pandemics, insurrection or war.
11. **“Confidential Information” (formerly “Personal 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 regarding clients 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.
12. **“Confidential Information Breach” (formerly “Personal Information Breach”)** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the State.
13. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.
14. **“Services”** shall mean the performance of Services as stated in Part I of this Contract.
15. **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Contractor Obligations.

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM the Web at http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806.
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the Office of Early Childhood or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:
 - (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
 - (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) Days following the termination or cancellation of the Contract.
4. **Federal Funds.**
 - (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
 - (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
 - (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
 - (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
 - (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General ("HHS/OIG") Excluded Parties list and the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.
5. **Audit and Inspection of Plant, Places of Business and Records.**
 - (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
 - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
 - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.
6. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:
- (a) Real estate sales or leases;
 - (b) leases for equipment, vehicles or household furnishings;
 - (c) Mortgages, loans and working capital loans; and
 - (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.
7. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section C.4:
- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
 - (4) Have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
 - (b) Any change in the above status shall be immediately reported to the Agency.
8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
10. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
11. **Indemnification.**
- (a) The Contractor shall indemnify, defend and hold harmless the state of Connecticut 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 acts of commission or omission (collectively, the "Acts") arising from gross negligence or willful misconduct 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 indemnification and hold-harmless obligations under this Contract.

The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning

- (i) confidentiality of any part of or all of the bid or
 - (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
- (b) 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.
 - (c) 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 merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
 - (d) 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 cause the State to be named as an additional insured on the policy and shall provide
 - (1) a certificate of insurance,
 - (2) the declaration page and
 - (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured.

The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

- (e) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.
- 12. Insurance.** Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:
- (a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
 - (b) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
 - (c) Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
 - (d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- 13. Sovereign Immunity.** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the 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 the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.
- 14. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.**
- (a) The Contract shall be deemed 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.

- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
 - (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.
- 15. Compliance with Law and Policy, Facility Standards and Licensing.** Contractor shall comply with all:
- (a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
 - (b) Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.
- 16. Representations and Warranties.** Contractor shall:
- (a) Perform fully under the Contract;
 - (b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
 - (c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.
- 17. Reports.** The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.
- 18. Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.
- 19. Protection of Confidential Information.**
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data – security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for 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.
 - (c) 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.
 - (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

20. Workforce Analysis. The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.

21. Litigation.

- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
- (b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

C. Changes to the Contract, Termination, Cancellation and Expiration.

1. Contract Amendment.

- (a) The Contractor shall notify the Agency in writing:
 - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) business days from the effective date of any change in:
 - i. its certificate of incorporation or other organizational document;
 - ii. more than a controlling interest in the ownership of the Contractor; or
 - iii. the individual(s) in charge of the performance.
- (b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the OAG.
- (c) The Agency may amend this Contract to reduce the contracted amount of compensation if:
 - (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
 - (2) federal funding reduction results in reallocation of funds within the Agency.
- (d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
 - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than fifteen (15) from the effective date of any change in:
 - i. its certificate of incorporation or other organizational document, inasmuch as such impacts the Contractor's performance or any other requirement under this Contract;
 - ii. more than a controlling interest in the ownership of the Contractor; or
 - iii. the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
 - (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.

- (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.
- (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
 - (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
 - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;
 - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
 - (7) any combination of the above actions.
 - (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.
 - (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
 - (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
- 4. Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
- 5. Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.
- 6. Ending the Contractual Relationship.**
- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
 - (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
 - (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such

Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.

- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

D. Statutory and Regulatory Compliance.

- 1. **Health Insurance Portability and Accountability Act of 1996.** Notwithstanding the language in Part II, Section E.1(c) of this Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.
 - (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted on the Signatures and Approval page of this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
 - (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
 - (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
 - (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
 - (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").
 - (f) Definitions
 - (1) "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
 - (2) "Business Associate" shall mean the Contractor.
 - (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

- (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.
- (g) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
 - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
 - (6) Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.
 - (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
 - (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
 - (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
 - (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
 - (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
 - (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
 - (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
 - (14) In the event that an Individual requests that the Business Associate
 - (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the Individual's PHI;
 - (C) provide a copy of the Individual's PHI in an electronic health record; or
 - (D) amend PHI in the Individual's designated record setthe Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.
 - (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without

- (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
 - (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.
- (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
 - (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive, of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
 - (E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
 - (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
 - (G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (h) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (i) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (k) Term and Termination.
- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
 - (3) Effect of Termination.
 - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (l) Miscellaneous Sections.
- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
 - (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
 - (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
 - (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
 - (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
 - (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
 - (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.
5. **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.
 - (b) 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).
 - (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, status as a veteran, 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 ensure 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, status as a veteran, 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;

- (3) 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
 - (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 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.
- 6. Freedom of Information.**
- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
 - (b) Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.
- 7. Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars

(\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. **Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and 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 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 Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.
9. **Campaign Contribution Restrictions.** For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" reprinted below.

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
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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/sec. Click on the link to "Lobbyist/Contractor Limitations."

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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 submissions, 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.

SIGNATURES AND APPROVALS

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

CONTRACTOR – CONNECTICUT ASSOCIATION FOR THE EDUCATION OF YOUNG CHILDREN

David Kulick

DAVID KULICK OR KIMBERLY MANSFIELD, *Co-Presidents*

5 / 13 / 20
Date

OFFICE OF EARLY CHILDHOOD

Beth Bye

BETH BYE, *Commissioner*, OR DESIGNEE
CHRISTOPHER LYDDY, *Chief Operating Officer*

05 / 14 / 2020
Date

CONNECTICUT ATTORNEY GENERAL (APPROVED AS TO FORM)

~~XXXXXX~~ Attorney General
Asst. Dep.

___/___/___
Date