



NEW HAVEN PUBLIC SCHOOLS  
New Haven, Connecticut

**SPECIAL MEETING NEW HAVEN BOARD OF EDUCATION**  
**FINANCE AND OPERATIONS COMMITTEE**

Tuesday, January 21, 2020

4:30 p.m.

Gateway Center – 2<sup>nd</sup> Floor Board Room

Chair: Ms. Yesenia Rivera

**Action Items**

**A. INFORMATION ONLY**

1. The Superintendent approved Amendment #1 to Agreement # 96238440 with Kaplan, Inc., to change the Compensation section from a per session cost of \$2,0087.50 to a per course cost \$8,350.00 for a total of two courses, with no change in funding amount or funding source, to reflect how the contractor bills for service.

**Funding Source:** RISE Innovation Program  
**Acct. # 2528-6238-56694-0063**

**(Pages # 5-11)**

2. The Superintendent approved Amendment #1 to Agreement #96279391 with Center for the Collaborative Classroom to change the funding account # from School Improvement Grant (SIG) Strong Program, acct # 2531-6279-56694-0028 to School Improvement Grant (SIG) Strong Program, acct. #2531-6300-56694-0028, with no change in funding amount.

**Funding Source:** School Improvement Grant (SIG) Strong Program  
**Acct. # 2531-6300-56694-0028**

**(Pages #12-20)**

3. The Superintendent approved Amendment #1 to Agreement #96279402 with Foundation for the Arts & Trauma, to change the funding account # from School Improvement Grant (SIG) Strong Program, acct # 2531-6279-56694-0028 to School Improvement Grant (SIG) Strong Program, acct. #2531-6300-56694-0028, with no change in funding amount.

**Funding Source:** School Improvement Grant (SIG) Strong Program  
**Acct. # 2531-6300-56694-0028**

**(Pages #21-38)**

4. The Superintendent approved Amendment #1 to Agreement #96279390 with Gesell Institute to change the funding account # from School Improvement Grant (SIG) Strong Program, acct # 2531-6279-56694-0028 to School Improvement Grant (SIG) Strong Program, acct. #2531-6300-56694-0028, with no change in funding amount.

**Funding Source:** School Improvement Grant (SIG) Strong Program  
**Acct. # 2531-6300-56694-0028**

**(Pages #39-45)**

**B. AGREEMENTS**

1. To approve Amendment #7 to the Construction Manager Agreement by and between the New Haven Board of Education and Giordano Construction Company, 1155 Main Street, Branford, CT related to the new Strong 21<sup>st</sup> Century Communications Magnet & Lab School (aka Obama School) increasing the compensation amount from \$36,706,152.00 by \$93,295.00 to \$36,799,447.00 for Out of Scope Changes to the CM agreement.  
**Funding Source:** Capital Projects #3078-17GG-58001  
**Presenter:** Mr. Tom Smith  
**(Pages #46-67)**
2. To approve Amendment #1 to Agreement # 96108356 with Area Cooperative Educational Services, (ACES), to decrease funding of \$579,075.00 from Operating Budget, acct. # 190-410-00-56694 and, to increase funding of \$900,000.00 by \$579,075.00 from Alliance Program, with no increase in the total funding of \$1,479,000.00.  
**Funding Source:** Alliance Program  
**Acct. # 2547-6108-56694-0000 (\$1,479,000.00)**  
**Presenter:** Ms. Typhanie Jackson  
**(Pages # 68-72)**
3. To approve an Agreement by and between the New Haven Board of Education and National SAM Innovation Project, to provide online software tools for school leaders, coaching and other professional development support, from January 27, 2020 to June 30, 2020, in an amount not to exceed \$25,800.00.  
**Funding Source:** Wallace Foundation Program  
**Acct. #190-454-00-56694-0000**  
**Presenter:** Dr. Paul Whyte  
**(Pages #73-82)**
4. To approve a Memorandum of Understanding by and between the New Haven Board of Education on behalf of Barnard Environmental Studies School and the State of Connecticut Judicial Branch, to provide funding under the Youth Services Prevention Program to support afterschool programs, from July 1, 2020 to June 30, 2021, in an amount not to exceed \$15,000.00 per year.  
**Presenter:** Ms. Gemma Joseph Lumpkin  
**(Pages # 83-105)**
5. To approve a Memorandum of Understanding by and between the New Haven Board of Education on behalf of Brennan Rogers School of Communication and Media and the State of Connecticut Judicial Branch, to provide funding under the Youth Services Prevention Program to support afterschool programs, from July 1, 2020 to June 30, 2021, in an amount not to exceed \$15,000.00 per year.  
**Presenter:** Ms. Gemma Joseph Lumpkin  
**(Pages # 106-128)**
6. To approve a Memorandum of Understanding by and between the New Haven Board of Education on behalf of L.W. Beecher Museum School of Arts & Sciences and the State of Connecticut Judicial Branch, to provide funding under the Youth Services Prevention Program to support afterschool programs, from July 1, 2020 to June 30, 2021, in an amount not to exceed \$15,000.00 per year.  
**Presenter:** Ms. Gemma Joseph Lumpkin  
**(Pages # 129-151)**

7. To approve a Memorandum of Understanding by and between the New Haven Board of Education on behalf of Lincoln Bassett Community School and the State of Connecticut Judicial Branch, to provide funding under the Youth Services Prevention Program to support afterschool programs, from July 1, 2020 to June 30, 2021, in an amount not to exceed \$15,000.00 per year.  
**Presenter:** Ms. Gemma Joseph Lumpkin  
**(Pages # 152-174)**
  
8. To approve a Memorandum of Understanding by and between the New Haven Board of Education on behalf of West Rock STREAM Academy and the State of Connecticut Judicial Branch, to provide funding under the Youth Services Prevention Program to support afterschool programs, from July 1, 2020 to June 30, 2021, in an amount not to exceed \$15,000.00 per year.  
**Presenter:** Ms. Gemma Joseph Lumpkin  
**(Pages # 175-197)**
  
9. To approve a Memorandum of Understanding by and between the New Haven Board of Education on behalf of Wexler-Grant Community School and the State of Connecticut Judicial Branch, to provide funding under the Youth Services Prevention Program to support afterschool programs, from July 1, 2020 to June 30, 2021, in an amount not to exceed \$15,000.00 per year.  
**Presenter:** Ms. Gemma Joseph Lumpkin  
**(Pages # 198-220)**

**PLEASE NOTE:  
THIS PAGE WAS INTENTIONALLY LEFT BLANK.  
THANK YOU.**

**NEW HAVEN PUBLIC SCHOOLS  
AMENDMENT TO AGREEMENT**

CONTRACTOR: Kaplan Inc. AMENDMENT #: 1

GRANT # if applicable: \_\_\_\_\_ AGREEMENT #: 96238440

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: RISE INNOVATION GRANT DATE: 1/2/2020

FUNDING SOURCE FOR AGREEMENT: RISE Network – Career High School

ACCT # FOR AGREEMENT: 2528-6238-56694-0063

ORIGINAL AMOUNT OF AGREEMENT: \$16,700.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$16,700.00

X  ACTUAL OR \_\_\_\_\_ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$0


\_\_\_\_\_ INCREASE OR \_\_\_\_\_ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$16,700.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: RISE Network – Career High School

DESCRIPTION AND NEED FOR AMENDMENT: \*\*Amendment needed to change the compensation section of the agreement from per session cost of \$2,087.50 to per course cost of \$8,350.00 for a total amount of 2 courses with no change to the total amount of the agreement of \$16,700.00.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: Brian Carlidge  1/3/20  
(Name) (Date)

Vice President and General Manager, Admissions  
(Title)

NEW HAVEN BOARD OF EDUCATION:

\_\_\_\_\_  
President

\_\_\_\_\_  
(Date)

CONTRACTORS COPY

NEW HAVEN PUBLIC SCHOOLS

AGREEMENT NO. 96238440

**AGREEMENT**

**By And Between**

**The New Haven Board of Education**

**AND**

**KAPLAN INC.**

FOR DEPARTMENT/PROGRAM:

Hill Regional Career High School

This Agreement entered into on the 9<sup>th</sup> day of December 2019, effective the 10<sup>th</sup> day of December 2019, by and between the New Haven Board of Education (herein referred to as the "Board" and KAPLAN INC. located at 750 3<sup>RD</sup> Avenue, New York, NY 10017 (herein referred to as the "Contractor").

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required in the amount of \$2,087.50 per session (x 8 sessions 1/17/20, 1/24/20, 1/31/20, 2/7/20, 2/28/20, 3/6/20, 3/13/20, 3/20/20). Each session will have two classes of up to 25 students each.

The maximum amount the contractor shall be paid under this agreement: Sixteen Thousand Seven Hundred Dollars and 00/100 (\$16,700.00). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and dates of service.

Fiscal support for this Agreement shall be by Rise Innovation Grant of the New Haven Board of Education, Account Number: 2528-6238-56694 Location Code: 0063.

This agreement shall remain in effect from 12/10/2019 to 3/31/2020.

**SCOPE OF SERVICE:** The Contractor will provide the Board, 6 SAT instructional sessions (3 hours per session) plus two testing sessions (3.5 hours per session) including two instructors, course books, tests, online assets/reports to up to 50 students per session at Hill Regional Career High School.

*Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.*

*Exhibit B: Student Data and Privacy Agreement: Attached*

**APPROVAL:** This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contractors may begin service no sooner than the day after Board of Education approval.

**HOLD HARMLESS:** The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all third party claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor's breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

**TERMINATION:** The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

**OWNERSHIP:** The Board acknowledges that the Program Components, the Program, Services and all intellectual property rights thereto, including any derivative works, (collectively, "Kaplan IP") are and shall remain the sole and exclusive property of Contractor and its licensors, whether previously created or created in connection with this Agreement. If requested by Contractor, the Board shall execute whatever documents may be reasonably required to confirm the ownership rights of Kaplan IP. The Board acknowledges and agrees that, without Contractor's prior written consent, neither it nor its officers, employees or agents will make any copies of or otherwise reproduce Kaplan IP or provide unauthorized users with access to Contractor's digital assets. The Board shall use its best efforts to prevent students, administrators and teachers at the Board, or those individuals granted access to Kaplan IP in connection with this Agreement, from copying, reproducing or otherwise infringing Kaplan IP, and from sharing login credentials (user name and password) to Contractor's websites or other digital assets. The Board shall promptly notify Contractor if it becomes aware of any possible infringement of Contractor's ownership rights in and to the Kaplan IP and the Board shall cooperate with Contractor in good faith in taking whatever legal or other action may be appropriate under the circumstances. The Board shall promptly return to Contractor any unauthorized copies of Kaplan IP that come into its possession or control.

**PROPRIETARY NOTICES:** Contractor Services contain proprietary information and other items that are subject to legal protection. The Board acknowledges that this Agreement does not give the Board any rights to use Kaplan trademarks, service marks or other Kaplan IP, other than as specifically granted in this Agreement. The Board acknowledges and agrees that it will not remove any proprietary notices contained in any materials, assessments, or technology.



\_\_\_\_\_  
Contractor Signature



\_\_\_\_\_  
President  
New Haven Board of Education

11/8/2019

\_\_\_\_\_  
Date

12/19/2019

\_\_\_\_\_  
Date

Brian Carlidge, Vice President and General Manager, Admissions

\_\_\_\_\_  
Contractor Printed Name & Title

Revised: 10/2/18



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

STUDENT DATA PRIVACY AGREEMENT  
SPECIAL TERMS AND CONDITIONS

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18

Location	Subject	Number of Classes	Base Schedule
Career High School	SAT Prep	2 - up to 50 students	Friday 3pm

Topic	Day	Date	Time
Test 1	Friday	1/17/2020	3:00 PM - 6:30 PM
Session 1	Friday	1/24/2020	3:00 PM - 6:00 PM
Session 2	Friday	1/31/2020	3:00 PM - 6:00 PM
Session 3	Friday	2/7/2020	3:00 PM - 6:00 PM
Session 4	Friday	2/28/2020	3:00 PM - 6:00 PM
Test 3	Friday	3/6/2020	3:00 PM - 6:30 PM
Session 5	Friday	3/13/2020	3:00 PM - 6:00 PM
Session 6	Friday	3/20/2020	3:00 PM - 6:00 PM
	SAT School Day	3/25/2020	

**NEW HAVEN PUBLIC SCHOOLS  
AMENDMENT TO AGREEMENT**

CONTRACTOR: Center for the Collaborative Classroom AMENDMENT #: 1

GRANT # if applicable: \_\_\_\_\_ AGREEMENT #: 96279391

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: SIG 1003 Strong DATE: 12/10/19

FUNDING SOURCE FOR AGREEMENT:

ACCT # FOR AGREEMENT: 2531-6279-56694-0028

ORIGINAL AMOUNT OF AGREEMENT: \$13,000.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$13,000.00

X ACTUAL OR \_\_\_\_\_ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$

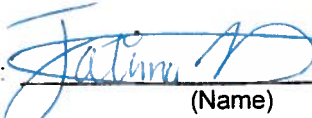
\_\_\_\_\_ INCREASE OR \_\_\_\_\_ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$13,000.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: SIG 1003 Strong 2531-6300-56994-0028

DESCRIPTION AND NEED FOR AMENDMENT: To change account # 2531-6279-56694-0028 to  
2531-6300-56694-0028 with no change in funding amount.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE:  12/12/19  
(Name) (Date)

PL Coordinator  
(Title)

NEW HAVEN BOARD OF EDUCATION:

\_\_\_\_\_  
President (Date)

November 25, 2019

Kim Gilbert  
Center for the Collaborative Classroom  
1001 Marina Village Parkway, Suite 110  
Alameda, CA 94501-1042

Dear Ms. Gilbert:

Enclosed is your signed copy of Agreement No. 96279391, which was approved by the New Haven Board of Education on 11/12/2019. Please reference this Agreement No. 96279391 on all future correspondence and/or invoices.

When submitting invoices for payment be sure to provide a complete description of services rendered including date, place and times.

The funding source for this agreement comes from the SIG - Strong Grant. Please make sure that all services are applicable to this funding source.

If you have any questions regarding payment status please call Carmel Consiglio at 1-475-220-1371.

Sincerely,



Derricka Suggs-Wilkes  
Office Manager

DW enc.1

cc: S. DeNicola  
S. Bonnano  
Dr. I. Tracey

**AGREEMENT COVER SHEET  
TO BE COMPLETED BY DISTRICT EMPLOYEE**

**PLEASE ATTACH TO AGREEMENT**

AGREEMENT NO. 96279391

**PLEASE TYPE**

**CONTRACTOR FULL NAME:** Center for the Collaborative Classroom

**DOING BUSINESS AS, IF APPLICABLE:**

**BUSINESS ADDRESS:** 1001 Marina Village Parkway, Suite 110  
Alameda, CA 94501-1042

**BUSINESS PHONE:** 800-666-7270

**BUSINESS EMAIL:** kgilbert@collaborativeclassroom.org

**SS# OR TAX ID #:** 94-2311291

**PREPARED BY:** Susan Bonanno

**PRINCIPAL OR SUPERVISOR:** Susan DeNicola

**AGREEMENT EFFECTIVE DATES:** From 11/13/19 To 06/30/20.

**HOURLY/ DAY/or PER SESSION RATE:** \$2,600.00 per session

**TOTAL AMOUNT:** \$13,000

**DESCRIPTION OF SERVICE:**

The Center for the Collaborative Classroom to provide professional development to classroom teachers in the collaborative literacy reading comprehension module *Making Meaning* and the writing component *Being a Writer*. This training will support teachers in lesson planning and effective instruction in teaching reading, vocabulary, and writing. Teachers will have a deeper understanding of the best practices needed to teach students comprehension and self-monitoring strategies to make sense of text as well as combining direct instruction in word meanings with engaging activities that teach high-utility words. Teachers will also gain skills in teaching the writing process. In addition, please see attached detailed scope of service.

Submitted by: Susan DeNicola Phone: 10-25-19

AGREEMENT NO. 96279391

**AGREEMENT**

**By And Between  
The New Haven Board of Education  
AND**

**Center for the Collaborative Classroom**

**FOR DEPARTMENT/PROGRAM:**

**Strong 21<sup>st</sup> Century Communications Magnet and SCSU Lab School**

This Agreement entered into on the 15<sup>th</sup> day of October 2019 effective the 13<sup>th</sup> day of November, 2019, by and between the New Haven Board of Education (herein referred to as the "Board") and, Center for the Collaborative Classroom located at 1001 Marina Village Parkway, Suite 110, Alameda, CA 94501-1042 (herein referred to as the "Contractor").

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of **\$2,600.00 per full day session** for a total of **5 sessions**. The maximum amount the contractor shall be paid under this agreement: Thirteen thousand dollars (\$13,000.00). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

**Fiscal support** for this Agreement shall be by School Improvement Grant (SIG) of the New Haven Board of Education, **Account Number:** 2531-6279-56694-0028 (Pending Receipt of Funds).

This agreement shall remain in effect from November 13, 2019 to June 30, 2020.

**SCOPE OF SERVICE:** *Brief description of service deliverables. In addition, please attach a detailed Scope of Service that describes all deliverables, locations and costs for service, including supplies, materials and travel, if applicable:*

The Center for the Collaborative Classroom will be providing professional development in the collaborative literacy reading comprehension module *Making Meaning* and writing module *Being a Writer*. Collaborative Classroom training provides support for teachers in lesson planning and effective instruction in teaching reading, vocabulary, and writing. The service will be delivered in five full day sessions. The service will be provided at Strong 21<sup>st</sup> Century Communications Magnet and SCSU Lab School. K-4 teachers and coaches will receive the professional development. The service will be provided between November 13, 2019 and June 30, 2020.

**Exhibit A: Scope of Service:** See attached detailed Scope of Service.

**Exhibit B: Student Data and Privacy Agreement:** Attached

**APPROVAL:** This Agreement must be approved by the New Haven Board of Education prior to service start date. Contractors may begin service no sooner than the day after Board of Education approval.

**HOLD HARMLESS:** The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

**TERMINATION:** The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

Kim Gilbert  
Contractor Signature

[Signature]  
President  
New Haven Board of Education

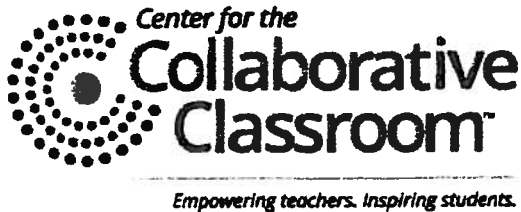
10.25.19  
Date

11-12-19  
Date

Kim Gilbert, Manager of Ed. Partnerships  
Contractor Printed Name & Title

Revised: 10/2/18





## Professional Learning Opportunities: *Being a Writer & Making Meaning* Strong 21<sup>st</sup> Century Communications Magnet School, New Haven, CT

Center for the Collaborative Classroom will partner with your school to support the implementation of *Being a Writer* and *Making Meaning*. Professional learning opportunities are outlined in the table that follows.

This plan begins with the assumption that effective professional learning is embedded in classroom practice and occurs every day as teachers try new and proven approaches, observe students, and reflect on outcomes. The *Collaborative Literacy* programs are designed to serve as a vehicle for high-quality professional learning. Teachers deepen their understandings about effective practice as they plan for, teach the lessons as intended, and reflect on each day of instruction.

### Goals

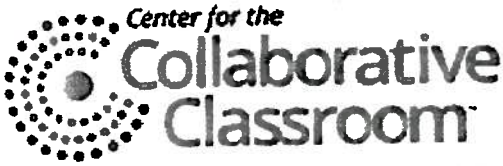
- Support teacher practice and deepen understanding of reading instruction in *Making Meaning* and writing instruction in *Being a Writer*.
- Ensure successful implementation of *Being a Writer* and *Making Meaning*.

### Assumptions

- *Being a Writer* and *Making Meaning* will be implemented school-wide in Grades K-4.
- When possible, administrators will participate in professional learning alongside teachers.
- The professional learning plan is a living document and contents will be modified as needed throughout the year.

**Professional Learning Plan: Cost Proposal for Strong School**

Professional Learning Experience	Time	Rate/Value	Cost
Lesson Study – <i>Being a Writer</i> focus Date TBD, recommended Fall 2019	1 day	\$2600/day/consultant	<b>\$2,600</b>
Learning Walks – <i>Being a Writer</i> focus Date TBD, recommended Fall/Winter 2019	1 day	\$2,600/day/consultant	<b>\$2,600</b>
Lesson Study – <i>Making Meaning</i> focus Date TBD, recommended Winter 2019/Spring 2020	1 day	\$2,600/day/consultant	<b>\$2,600</b>
Learning Walks – <i>Making Meaning</i> focus Date TBD, recommended Spring 2020	1 day	\$2,600/day/consultant	<b>\$2,600</b>
Professional Development on Lesson Facilitation and Student Discourse Date TBD, recommended Summer 2020	1 day	\$2,600/day/consultant	<b>\$2,600</b>
<b>Total Proposed Professional Learning Charges</b>	<b>5 days</b>		<b>\$13,000</b>



1001 Marina Village Parkway, Suite 110  
Alameda, CA 94501-1042

# QUOTE

#Q707814

**Bill To:**  
NEW HAVEN CITY SCHOOL DISTRICT  
54 MEADOW ST  
NEW HAVEN CT 06519-1783  
United States

**Ship To:**  
STRONG 21ST CENTURY  
COMMUNICATIONS MAGNET SCHOOL  
130 ORCHARD ST.  
NEW HAVEN CT 06519  
United States

**Total: \$13,000.00**  
**Remit to:**  
Center for the Collaborative Classroom  
1001 Marina Village Parkway, Ste 110  
Alameda, CA 94501  
Phone: 510-533-0213 Fax:  
510-842-0348

<b>Terms</b>	<b>Expires</b>	<b>PO #</b>	<b>Sales Rep</b>	<b>Shipping Method</b>	<b>Date</b>
Net 30	1/23/2020			UPS-GD	10/25/2019

Quantity	Item	Description	Rate	Amount
5	CONSULT-In School	Consulting In-School	\$2,600.00	\$13,000.00

**Memo:**

Please note this quote will be honored within 90 days of quote issue date towards one purchase order shipping to one site. Please refer to the Quote ID # on purchase order to expedite the processing and avoid duplication. To place an order, fax your purchase order to 510-842-0348, telephone 800-666-7270x5 to speak to customer service, or email to [clientsupport@collaborativeclassroom.org](mailto:clientsupport@collaborativeclassroom.org)

**NEW WIRE INFO:**  
California Bank of Commerce:  
3595 Mt. Diablo, Second Floor, Lafayette, CA 94549  
ABA Routing Number: 121144696  
Bank Account Number: 1092196

<b>Subtotal</b>	\$13,000.00
<b>Shipping Cost</b>	\$0.00
<b>Tax (0%)</b>	\$0.00
<b>Total</b>	\$13,000.00



Q707814



**NEW HAVEN PUBLIC SCHOOLS**

**EXHIBIT B**

**STUDENT DATA PRIVACY AGREEMENT  
SPECIAL TERMS AND CONDITIONS**

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student- generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18

**NEW HAVEN PUBLIC SCHOOLS  
AMENDMENT TO AGREEMENT**

CONTRACTOR: Foundation for the Arts and Trauma, Inc AMENDMENT #: 1  
GRANT # if applicable: \_\_\_\_\_ AGREEMENT #: 96279402

**ATTACH COPY OF FULLY EXECUTED AGREEMENT**

GRANT NAME: SIG 1003 Strong DATE: 12/10/19

**FUNDING SOURCE FOR AGREEMENT:**

ACCT # FOR AGREEMENT: 2531-6279-56694-0028

ORIGINAL AMOUNT OF AGREEMENT: \$50,512.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$50,512.00

X ACTUAL OR \_\_\_\_\_ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$

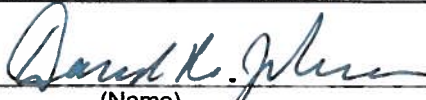
\_\_\_\_\_ INCREASE OR \_\_\_\_\_ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$50,512.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: SIG 1003 Strong 2531-6300-56994-0028

DESCRIPTION AND NEED FOR AMENDMENT: To change account # 2531-6279-56694-0028 to  
2531-6300-56694-0028 with no change in funding amount.

**ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT**

CONTRACTOR'S SIGNATURE:  12/10/19  
(Name) (Date)  
President  
(Title)

NEW HAVEN BOARD OF EDUCATION:

\_\_\_\_\_  
President (Date)

November 25, 2019

David Johnson Ph.D.,  
Foundation for the Arts and Trauma Inc.  
19 Edwards Street  
New Haven, CT 06511

Dear Dr. Johnson:

Enclosed is your signed copy of Agreement No. 96279402, which was approved by the New Haven Board of Education on 11/12/2019. Please reference this Agreement No. 96279402 on all future correspondence and/or invoices.

When submitting invoices for payment be sure to provide a complete description of services rendered including date, place and times.

The funding source for this agreement comes from the SIG-Strong Grant. Please make sure that all services are applicable to this funding source.

If you have any questions regarding payment status please call Carmel Consiglio at 1-475-220-1371.

Sincerely,



Derricka Suggs-Wilkes  
Office Manager

DW enc.1

cc: S. Bonnano  
S. DeNicola  
Dr. I. Tracey

**CONTRACTORS COPY**

**AGREEMENT COVER SHEET  
TO BE COMPLETED BY DISTRICT EMPLOYEE**

**PLEASE ATTACH TO AGREEMENT**

AGREEMENT NO. 96279402

**PLEASE TYPE**

**CONTRACTOR FULL NAME:** Foundation for the Arts and Trauma, Inc.

**DOING BUSINESS AS, IF APPLICABLE:**

**BUSINESS ADDRESS:** 19 Edwards Street, New Haven, Connecticut 06511

**BUSINESS PHONE:** (203) 624-2146

**BUSINESS EMAIL:** davidreadjohnson@gmail.com

**SS# OR TAX ID #:** 51-0189834

**PREPARED BY:** Susan Bonanno

**PRINCIPAL OR SUPERVISOR:** Susan DeNicola

**AGREEMENT EFFECTIVE DATES:** From 11/13/19 To 06/3 /20.

**HOURLY/ DAY/or PER SESSION RATE:** \$112.75 per hour for 448 hours, not to exceed \$50,512.00

**TOTAL AMOUNT:** \$50,512.00.

**DESCRIPTION OF SERVICE:**

The Foundation for the Arts and Trauma, Inc. will implement the ALIVE Program in Strong School with the purpose to preventively address the toxic stress of students, leading to reductions in the need for disciplinary measures, and improvements in measures of academic performance. ALIVE's vision is to create schools that support open conversations about the truth in our students' lives, and thereby liberate their energies and spirits for the important work of learning. In addition, please see attached detailed scope of service.

Submitted by: Susan DeNicola Phone: 475-220-4800

CONTRACTORS COPY

**AGREEMENT**

AGREEMENT NO. 96279402

**By And Between  
The New Haven Board of Education  
AND**

**Foundation for the Arts and Trauma, Inc.**

**FOR DEPARTMENT/PROGRAM:**

**Strong 21<sup>st</sup> Century Communications Magnet and SCSU Lab School**

This Agreement entered into on the 15<sup>th</sup> day of October 2019 effective the 13<sup>th</sup> day of November, 2019, by and between the New Haven Board of Education (herein referred to as the "Board") and, the Foundation for the Arts and Trauma, Inc. located at 19 Edwards Street, New Haven, Connecticut 06511 (herein referred to as the "Contractor").

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of **\$112.75 per hour** for a total of **448 hours**.

The maximum amount the contractor shall be paid under this agreement: Fifty thousand, five hundred twelve dollars. (\$50,512.00). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

**Fiscal support** for this Agreement shall be by School Improvement Grant (SIG) of the New Haven Board of Education, **Account Number:** 2531-6279-56694-0028 (Pending Receipt of Funds)

This agreement shall remain in effect from November 13, 2019 to June 19, 2020.

**SCOPE OF SERVICE:** *Describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing is attached.:*

The Foundation for the Arts and Trauma, Inc. will implement the ALIVE Program in Strong School with the purpose to preventively address the toxic stress of students, leading to reductions in the need for disciplinary measures, and improvements in measures of academic performance. The ALIVE program components that will be delivered by trained Foundation for the Arts and Trauma staff are Miss Kendra's List, Red Bead Clubs, Stress Reduction Sessions, Professional Development, and Teacher Rejuvenation Sessions. Through Miss Kendra's List students will be taught the norms of child safety. Red Bead Clubs are designed for parent engagement activities where parents come to school to read a letter from their child and participate in open discussion and games. Stress Reduction Sessions for students who are in need, are facilitated by specialists who use exuberant play to help the student express their worries. Professional development on cognitive functioning of children and therapeutic value of play will be delivered to Strong teachers. The services will be provided at Strong 21<sup>st</sup> Century Communications Magnet and SCSU Lab School. K-4 students and teachers at Strong will receive the services provided. The services will be provided between November 13, 2019 and June 19, 2020.



**Exhibit A: Scope of Service:** Please see attached contractor's detailed Scope of Service.

**Exhibit B: Student Data and Privacy Agreement:** Attached

**APPROVAL:** This Agreement must be approved by the New Haven Board of Education prior to service start date. Contractors may begin service no sooner than the day after Board of Education approval.

**HOLD HARMLESS:** The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor's breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

**TERMINATION:** The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

  
\_\_\_\_\_  
Contractor Signature

  
\_\_\_\_\_  
President  
New Haven Board of Education

10/12/19  
\_\_\_\_\_  
Date

11-12-19  
\_\_\_\_\_  
Date

DAVID R. JOHNSON Ph.D President  
\_\_\_\_\_  
Contractor Printed Name & Title

Revised: 10/2/18

# Foundation for the Arts and Trauma, Inc.

19 Edwards Street, New Haven, Connecticut 06511

203-624-2146

[EIN: 51-0189834]

## Proposal

### Trauma-Informed, Preventive Stress Reduction Program To Improve Student Behavior and Academic Performance

September 29, 2019

#### Description

To implement the ALIVE Program in Strong School with the purpose to preventively address the toxic stress of students, leading to reductions in the need for disciplinary measures, and improvements in measures of academic performance. *ALIVE's vision is to create schools that support open conversations about the truth in our students' lives, and thereby liberate their energies and spirits for the important work of learning.*

#### Budget

Staff salaries: \$112.75 per hour for a total of 448 hours, not to exceed \$50,512.

Timeframe: November 13, 2019 through June 19, 2020

#### Rationale

##### ***I. Toxic stress reduces students' capacities to concentrate on academic tasks.***

In the past two decades, advances in neuroscience research have exploded, giving us a much better conception of the role of various parts of the brain and the impact of disease and stress on the brain's functioning (Ward, 2004). Functions such as working memory, attention, concentration, cognitive flexibility, and inhibition are all utilized in the process of learning (Nelson, deHaan, & Thomas, 2006; Best, Miller & Naglieri, 2011). Executive functioning currently stands as one of the key factors in predicting academic and behavioral performance for elementary and middle school children, particularly in mathematics and reading achievement (Best, Miller, & Naglieri, 2011). Of particular importance are studies demonstrating the powerful negative impact of stressful life events on the developing brains of children (Beers & DeBellis, 2002; Cook et al., 2005; DeBellis et al., 2002; , Shin, Rauch, & Pitman, 2006). Traumatic stress interferes with the brain's capacity to attend to, process and transform, analyse, and communicate information. Poor academic performance may be mistakenly attributed to a lack of motivation or psychiatric illness instead of toxic stress. Programs that specifically target toxic stress have shown that they can improve executive functioning and academic performance

(Sajnani et al, 2014; Goldstein & Winner, 2010). Successful programs have used methods derived from trauma treatment (Johnson & Lubin, 2015), mindfulness meditation (Flook et al., 2010), yoga (Khalsa et al., 2012), and the arts (Goldstein & Winner, 2010).

Learning how to cope with adversity is an important part of healthy child development. When we are threatened, our bodies activate a variety of physiological responses, including increases in heart rate, blood pressure, and stress hormones such as cortisol. When a young child is protected by supportive relationships with adults, he learns to cope with everyday challenges and his stress response system returns to baseline. Tolerable stress occurs when more serious difficulties, such as the loss of a loved one, a natural disaster, or a frightening injury, are buffered by caring adults who help the child adapt, which mitigates the potentially damaging effects of abnormal levels of stress hormones. When strong, frequent, or prolonged adverse experiences such as extreme poverty or repeated abuse are experienced without adult support, stress becomes toxic, as excessive cortisol disrupts developing brain circuits.

The consensus among scientists is stated well by the Harvard University Center for the Developing Child (2015): *“The basic principles of neuroscience indicate that providing supportive and positive conditions for early childhood development is more effective and less costly than attempting to address the consequences of early adversity later. Policies and programs that identify and support children and families who are most at risk for experiencing toxic stress as early as possible will reduce or avoid the need for more costly and less effective remediation and support programs down the road. From pregnancy through early childhood, all of the environments in which children live and learn, and the quality of their relationships with adults and caregivers, have a significant impact on their cognitive, emotional, and social development. A wide range of policies, including those directed toward early care and education, child protective services, adult mental health, family economic supports, and many other areas, can promote the safe, supportive environments and stable, caring relationships that children need.”*

- Beers, S. R., & De Bellis, M. D. (2002). Neuropsychological function in children with maltreatment-related posttraumatic stress disorder. *American Journal of Psychiatry*, 159(3), 483-486.
- Best, J. R., Miller, P. H., & Naglieri, J. A. (2011). Relations between Executive Function and Academic Achievement from Ages 5 to 17 in a Large, Representative National Sample. *Learning and Individual Differences*, 21(4), 327–336.
- Cook, A., Spinazzola, J., Ford, J., Lanktree, C., Blaustein, M., Cloitre, M., & Van der Kolk, B. (2005). Complex trauma. *Psychiatric annals*, 35(5), 390-398.
- De Bellis, M., Keshavan, M.S., Shifflet, H., Iyenagar, S., Beers, S. (2002). Brain structures in pediatric maltreatment-related posttraumatic stress disorder: A sociodemographically matched study. *Biological Psychiatry*, 52(11), 1066-1078.
- Flook, L, Smalley, SL, Kitil, MJ, Galla, BM, Kaiser-Greenland, S, Locke, J & Kasari, C. (2010). Effects of mindful awareness practices on executive functions in elementary school children. *Journal of Applied School Psychology*, 26, 70-95.

- Goldstein, T.R., & Winner, E. (2010-2011). Engagement in role play, pretense and acting classes predict advanced theory of mind skill in middle childhood. *Imagination, Cognition, and Personality, 30*, 249-258.
- Johnson, D., & Lubin, H. (2015). *Principles and techniques of trauma-centered psychotherapy*. Washington DC: American Psychiatric Publishing.
- Khalsa, SB, Hickey-Schultz, L, Coehn, DK, Steiner, N, & Cope, S. (2012). Evaluation of the mental health benefits of yoga in a secondary school: A preliminary randomized controlled trial. *Journal of Behavioral Health Services and Research, 39*, 80-90.
- Nelson, C.A., de Haan, M., & Thomas, K. (2006). *Neuroscience of cognitive development: The role of experience and the developing brain*. Hoboken, NJ: John Wiley and Sons.
- Sajnani, N., Jewers-Dailley, K., Brillante, A., Puglisi, J., & Johnson, D. (2014). Animating learning by integrating and validating experience. In N. Sajnani & D. Johnson (Eds.), *Trauma-informed drama therapy: Transforming clinics, classrooms, and communities*, (pp. 206-242). Springfield, IL: Charles C Thomas Publishers.
- Shin, L.M., Rauch, S.L., & Pitman, R.K. (2006). Amygdala, medial prefrontal cortex and hippocampal function in PTSD. *Annals of the New York Academy of Sciences, 1071*, 67-79.
- Shonkoff, J. (2015). The lifelong effects of early childhood adversity, toxic stress. *Pediatrics, 129*, 232-246.
- Ward, A. (2004). *Attention: A neuroscientific approach*. Hove, New York: Psychology Press, Taylor and Francis.

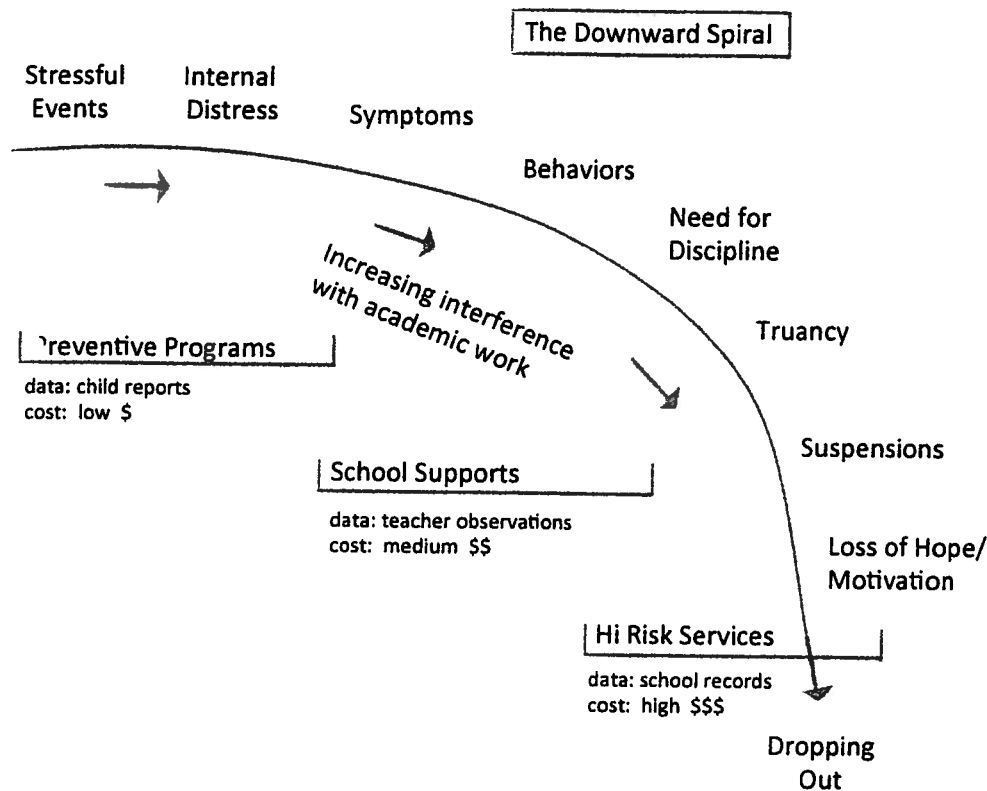
***II: Intervening preventively, that is, prior to the expression of symptoms and behaviors, is essential.***

Our nation's current policy is to wait until highly stressed young children cannot hold on any longer and break down into symptoms of anxiety and depression, and disruptive behaviors in the classroom, and ***only then*** to provide expensive support services and treatments. ***ALIVE*** aims to reach these highly stressed students ***before*** they need to break down. This is accomplished through methods of early identification, in which every child is asked how they are doing, on a regular basis.

The following Figure illustrates these relationships. Intervening at all stages is critical, however, once the child has moved into later stages of dysfunction, the effort required to halt the downward trend increases exponentially.

Currently our teachers, principals, and social workers are spending much of their time attending to the many students who are disruptive during the school day. They are not however attending to those students who are going to be disruptive ***tomorrow***. The result is an unending cascade of upset students. By interrupting this pipeline, ***ALIVE*** can lower office referrals and therefore free up teachers and administrators time to attend to their actual duties.

FIGURE 1



**III. Annual cost per child must be kept low in order to achieve sustainability of the intervention.**

Too often school districts fund excellent programs for a small number of students, who are provided expert and intensive services costing from \$3,000 to even \$10,000 per student per year. Most times these students do well, and a call is made to “scale up” the program to a larger group. But school districts cannot sustain interventions that cost this much for the number of students who need the help. We estimate that nearly 40% of New Haven’s 21,000 students are not meeting their academic goals, in part due to toxic stress. Therefore, sustainable programs MUST cost less than \$500 per student per year, and utilize natural resources within the school district, rely less on experts, and provide less intense services. Thus preventive programming, which costs less and serves more students, is preferable. ALIVE for example costs \$190 per student per year.

## Program Components

### FOR ELEMENTARY SCHOOLS:

**MISS KENDRA'S LIST:** A list of child safety items is placed in every classroom and linked with a fictional figure of Miss Kendra who is a single mother who experienced stress but overcame it by contributing to society. The students are encouraged to write to Miss Kendra about their worries, and then receive a letter back from her. These letters emphasize *emotional literacy, a growth mindset, empathy, and penmanship*. Weekly classroom activities help the students learn more about and share experiences relating to child safety, consolidating their understanding.

**RED BEAD CLUBS:** These parent engagement activities follow from Miss Kendra, when students invite their parents to come to the school during class time to share in Miss Kendra activities, in which each person writes a letter to their family member about how strong they are, followed by open discussion and games. These activities have been heavily attended by parents. Parents who show particular interest are then recruited to join our volunteers as Miss Kendra Helpers.

**STRESS REDUCTION SESSIONS:** Staff specialists are attached to several classrooms where in partnership with the teacher, they select students in need of stress reduction and take them out of the classroom for brief, 15-20 minute sessions of exuberant play, in which the specialist helps the student express and vent their worries. The intent is to select students who are "brewing" prior to acting out, and provide a rapid de-escalation of their emotional burdens.

**LINKS TO AFTER SCHOOL PROGRAMS:** Our programs are designed to connect with after school programming, especially in maintaining the Miss Kendra environment of healthy, moral behavior and respect for others. We would be able to coordinate our programming with the After School Program staff if that seemed useful.



## FOR ALL SCHOOLS:

**PROFESSIONAL DEVELOPMENT:** Included in our services are any professional development requested by the school personnel on topics of PTSD, stress, cognitive functioning of children, therapeutic value of play, and teaching strategies.

**TEACHER REJUVENATION SESSIONS:** For those teachers interested, stress reduction sessions are offered immediately after school.

**PERMISSIONS AND REFERRALS:** Either permission or opt-out forms are sent out at the beginning of the year to parents to inform them of these programs (on average, 5 parents opt out in a school of 400 students). For students who express higher levels of distress in a session or in a letter, they are immediately referred to the school's social support staff through appropriate channels. For students who report abuse, we work with the principal to arrange a report to DCF (on average, in a school of 400, 4-6 referrals to DCF are made during a school year). Supervisory staff are available to the Principal 5 days a week in case of emergencies or need for consultation, and a member of our staff attends SSST meetings.

**ALWAYS SCHOOL AND TEACHER CENTERED:** Our services are always shaped by the expressed needs of the administration and teaching staff, and all our programs can be modified for a given school or teacher.

### ***ALIVE is HIGH VOLUME (2017 data)***

- 1,948 Number of students served in 7 elementary schools.
- 901 Number of students served in 4 high schools.
- 81 Number of elementary school classrooms provided services
  
- 7,024 Number of Stress Reduction sessions conducted with 1,138 different students.
- 1,602 Number of Miss Kendra Child Safety classes conducted in the elementary schools.
  
- 15,436 Number of letters written to Miss Kendra from over 1,200 different students.
- 15,436 Number of letters written back to the students from Miss Kendra by our staff.
- 102 Number of Red Bead Clubs conducted in the elementary schools
- 197 Number of parents attending Red Bead Clubs
  
- 1420 Number of high school students screened for stressful life events.
- 232 Number of kindergarteners screened for stressful life events.

12 Number of staff counselors  
22 Number of volunteers  
1,500 Number of hours contributed by our volunteers

### ***ALIVE is EFFECTIVE***

Office referrals, suspensions, expulsions, and physical fighting have been significantly reduced, and school climate and academic performance have improved, as a result of the ALIVE Program.

### ***ALIVE is ENTHUSIASTICALLY SUPPORTED***

#### By Teachers:

“Miss Kendra’s list really touches children’s feelings and reciting the list and memorizing out loud every week empowered my students to be prepared for any confusions and real life problems. It also builds up their oral languages and presentation skills.”

“Students who went out for these sessions came back more composed and cooled down. They became more engaged and respectable. Thank you very much for your help!”

“I found the Red Bead club to be extremely helpful. Parents responded very positively to this session. It was wonderful. Parents wrote and showed some very ultimate and personal feelings.”

“This is a very well received and needed program nowadays. Children seem to bear a lot more on their young shoulders than we could ever imagine. These young children need an outlet in order to process what they have witnessed. This program allows for that.”

“The Red Bead Club was a great tangible reminder of inner strength and the strength at their loved ones.”

#### By Principals:

“I have witnessed first hand the transformative impact the ALIVE program has had on our students’ emotional and academic development. The expertise of the PTSC clinicians allows students with severe trauma histories to access services within the school day without losing access to their education. The clinicians and the ALIVE program are an integral component of MBA’s Student Centered school culture which helps teachers to focus on the individual needs of students, and in turn allows students to persist with academics.”

*- Judith Puglisi, Principal, Metropolitan Business Academy*

“During my first year as Principal of Strong School, there were high numbers of students displaying anger, frustration and aggressive behavior. Parents were called to come to the school quite often and students were missing instructional time due to their inability to focus and learn.



Since then I have noticed a significant drop in behavior referrals, suspensions, and overall disciplinary problems. Teachers have expressed the tight connections that students have made with the drama therapist working so closely in their room. The students feel a sense of relief when they get the opportunity to “play” with the therapist and the teacher notices a sense of calmness that students portrays after returning to the classroom. This allows the student to get back to learning.”

*-Susan DeNicola, Principal, Strong Elementary School*

“I cannot stress enough the value in having a program such as this in schools, in particular in my school. The individuals who worked with us from ALIVE recognized the value in establishing strong relationships with both teachers and students. The Foundation for Arts and Trauma adapted their program to meet the needs of our school, and were always very receptive to any feedback from leadership. We had a very positive working relationship and as a result our suspensions and discipline referrals decreased dramatically over time and our students were spending more time in class. ALIVE also provided an outlet for teachers as well. The centers therapists were there to listen to teachers, and help them de-stress following challenging situations. Teachers saw that there was someone readily available to help them and also to address their worries and frustration.”

*-Michael Crocco, Principal, Barnard Environmental Studies Magnet School*

“Over the past six years, the student population at High School in the Community has increasingly presented with an alarming number of social and emotional impediments to academic success. The past four years, I have worked directly with students who were sent to the office due to behaviors that disrupted their academic success as well as the overall learning environment. The average number of referrals from the classroom per day was eleven. Five months after ALIVE began suspensions and referrals had declined to eight a day. During the 2013-14 academic year, referrals dropped again to an average of four a day. The Foundation for Arts and Trauma has been invaluable to our school. The program has helped teachers maintain safe and productive learning environments. Office personnel are now able to make informed and supportive decisions with regard to the students we serve.”

*-Cameo Thorne, Student Services Coordinator, High School in the Community*

“Many of my teachers reported that once students began to see the ALIVE specialist, they saw a positive effect on student engagement and classroom culture, an ability to better regulate emotions, and even reported that students more readily worked in groups and were more comfortable taking risks in the classroom.”

*-Ann Brillante, Academy Leader, International Academy at Wilbur Cross High School*

“The Arts and Trauma Program provided a way for our students to give voice to their worries, and know our school was a safe place in which they could receive support.”

*-Grace Nathman, Principal, Quinnipiac School*

“We have been fortunate to collaborate with ALIVE in the past year, and have found it to be one of the most valuable experiences for our students, and parents. One of the major aspects of the program is the trust and bonding among students and providers. Through many unique methods such as: Ms. Kendra and the Red Bead Club they have successfully connect to students and

parents at a very deep level, which allowed students and parents to open up about the traumatic experiences they may be dealing with.”

*-Roy Araujo, Principal, Truman School*

***ALIVE helps ALLEVIATE CHILDREN'S WORRIES***

Dear Miss Kendra,

When I get bullyed I feel like i mean nothng to the world i'm just a piece of trash waiting to get swept up and be put in a trash can where i belong away from everyone and when i see people get bullyed i help them and tell them stand up for your self and don't let them get to you and there's this song thats called little me by little mix that talks about bullying. When people get bullyed the people who are bullying them there just hurt so they hurt others.

Love, Nuresh

Dear Miss Kendra,

I thank you for sending me that letter back I cry everyday thinking about my mom can you send me a bead for my strength because I bet you know how i feel, but my mom died when I was three weeks old, I need you, Miss Kendra. P.S. This is me. Draw me back when you send me a real picture Please please please please please!!!!

Robert

Dear Miss Kendra,  
I miss my Dad. he  
Dd in APRIL 2013.  
HE GOT SHOT. I MISS  
when he told me how to  
HOW DO I? WE WATCH  
OUR MOVIES. IT IS  
hard in school with  
but miss read miss  
hard at home with  
but miss. Oh  
no one die in  
our family  
we say God.  
NOW DO I  
GET THROWN  
and LOVE ME!

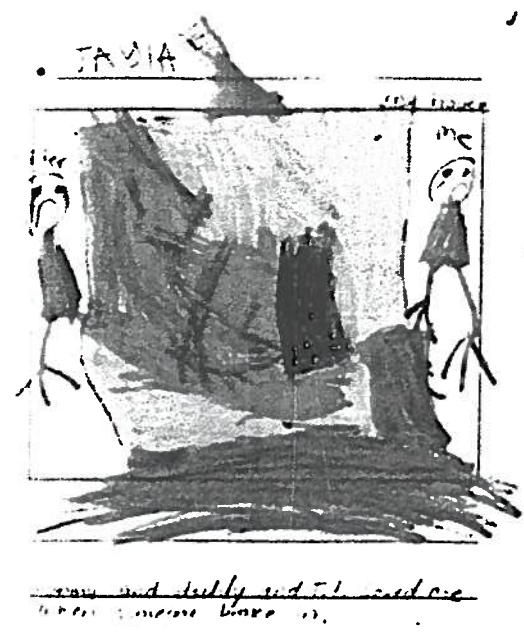
From a first grader

Dear Miss Kendra,

One time where I had to be strong was where my mom's old boyfriend Jimmie physically abused me and he picked me up by my neck, choked me, and threw me down the stairs, he punched a hole in my door he would steal money out of my moms purse and he threatened me if i told anybody he was abusing me he would kill me and my family and I felt that i had to stay strong and not tell anybody.

Sincerely, Charlie

I am a student at the University of New Haven  
 and I am studying for my degree in  
 education. I am currently a second grader  
 and I am very happy to be here. I am  
 learning a lot and I am having a great  
 time. I am also very grateful for the  
 support of my family and friends. I am  
 looking forward to the future and I am  
 excited to see what I can achieve.



from a second grader

from a kindergartener

**ALIVE is NETWORKED with many PARTNERS**

**Private Partners**

- Community Foundation of Greater New Haven
- Carolyn Foundation
- Sauer Family Foundation
- Eder Family Foundation
- The Seedlings Foundation
- United Way of Greater New Haven

**Government**

- City of New Haven
- Board of Education, New Haven
- Commissioner of Education's Network, State of Connecticut

**Institutions**

- Clifford Beers Child Guidance Clinic
- Gateway Community College
- University of New Haven
- University of Bridgeport
- Post Traumatic Stress Center

***ALIVE is ENGAGING PARENTS AND FAMILIES***

We have discovered that parents are interested in participating in a program that listens to them and their children, especially about the hard times they have experienced. Our Red Bead Clubs show them that their *suffering can be a source of knowledge and strength*, rather than only an obstacle.



A Red Bead Club at Truman School with 19 parents and 22 kindergarteners.



A father reading his letter to his son in a Red Bead Club.



Working on the We Are Strong poster.



A mother and daughter sharing their letters of strength.

***AND PARENTS HAVE BEGUN TO WRITE TO MISS KENDRA!!***

Dear Miss Kendra,

I separated from my wife and kids last year and since I left my two boys I miss them so much. There is not a day that I don't cry when I can't see them. I always thought that I would raise my kids in my own home, and be with them every day. I left my wife because she would not stop fighting and screaming and I didn't want my kids to be raised in that environment. I left because it was what I thought was the right thing to do, but there hasn't been a single day that I don't regret leaving. They ask me to stay and live with them again every day. They still cry when they ask me to stay and so do I when I tell them I cannot. This is my new life now....

I hope I and my kids can get used to being away from each other.

Thank you! Roy

Submitted by:

*David R. Johnson, Ph.D.*

David R. Johnson, Ph.D.  
President, Foundation for the Arts and Trauma Inc

**NEW HAVEN PUBLIC SCHOOLS  
AMENDMENT TO AGREEMENT**

CONTRACTOR: Gesell Institute AMENDMENT #: 1  
GRANT # if applicable: \_\_\_\_\_ AGREEMENT #: 96279390

**ATTACH COPY OF FULLY EXECUTED AGREEMENT**

GRANT NAME: SIG 1003 Strong DATE: 12/10/19

**FUNDING SOURCE FOR AGREEMENT:**

**ACCT # FOR AGREEMENT: 2531-6279-56694-0028**

**ORIGINAL AMOUNT OF AGREEMENT: \$15,800.00**

**AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$15,800.00**

X  **ACTUAL** OR   **ESTIMATE**

**AMOUNT OF THIS AMENDMENT: \$**

**INCREASE** OR   **DECREASE**

**AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$15,800.00**

**FUNDING SOURCE & ACCT # FOR AMENDMENT: SIG 1003 Strong 2531-6300-56994-0028**

**DESCRIPTION AND NEED FOR AMENDMENT: To change account # 2531-6279-56694-0028 to  
2531-6300-56694-0028 with no change in funding amount.**

**ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT**

CONTRACTOR'S SIGNATURE: *M. Owen* 12.12.19  
(Name) (Date)  
*Executive Director*  
(Title)

**NEW HAVEN BOARD OF EDUCATION:**

\_\_\_\_\_  
President (Date)

November 25, 2019

Peg Oliveira  
Gesell Institute of Human Development  
310 Prospect Street  
New Haven, CT 06511

Dear Ms. Oliveira:

Enclosed is your signed copy of Agreement No. 96279390, which was approved by the New Haven Board of Education on 11/12/2019. Please reference this Agreement No. 96279390 on all future correspondence and/or invoices.

When submitting invoices for payment be sure to provide a complete description of services rendered including date, place and times.

The funding source for this agreement comes from the SIG - Strong Grant. Please make sure that all services are applicable to this funding source.

If you have any questions regarding payment status please call Carmel Consiglio at 1-475-220-1371.

Sincerely,



Derricka Suggs-Wilkes  
Office Manager

DW enc.1

cc: S. DeNicola  
S. Bonnano  
Dr. I. Tracey



**CONTRACTORS COPY**

**AGREEMENT COVER SHEET  
TO BE COMPLETED BY DISTRICT EMPLOYEE**

**PLEASE ATTACH TO AGREEMENT**

**AGREEMENT NO. 96279390**

**PLEASE TYPE**

**CONTRACTOR FULL NAME:** Gesell Institute

**DOING BUSINESS AS, IF APPLICABLE:**

**BUSINESS ADDRESS:** 310 Prospect Street, New Haven, Connecticut 06511

**BUSINESS PHONE:** (203) 777-3481

**BUSINESS EMAIL:** peg.oliveira@yale.edu

**SS# OR TAX ID #:** 06-0646973

**PREPARED BY:** Susan Bonanno

**PRINCIPAL OR SUPERVISOR:** Susan DeNicola

**AGREEMENT EFFECTIVE DATES:** From 11/13/19 To 06/30/20.

**HOURLY/ DAY/or PER SESSION RATE:**

- **\$1,000** for each 90 minute all staff professional development session for **1 session** for a total of \$1,000.
- **\$2,500** for each full day professional development session for **4 sessions** for a total of \$10,000
- **\$200** per hour for each **four hour** coaching session for **6 sessions** for a total of \$4,800

**TOTAL AMOUNT:** \$15,800.

**DESCRIPTION OF SERVICE:**

The Gesell Institute will provide professional development and coaching to Strong Magnet School staff on promoting learning through the Pedagogy of Play. Staff will learn how to foster the pedagogy of play through the classroom environment, wondering questions, open work, and guided play.

Submitted by: Susan DeNicola Phone: 475-220-4800

CONTRACTORS COPY

AGREEMENT

By And Between  
The New Haven Board of Education  
AND

Gesell Institute

AGREEMENT NO. 96279390

FOR DEPARTMENT/PROGRAM:

**Strong 21<sup>st</sup> Century Communications Magnet and SCSU Lab School**

This Agreement entered into on the 15<sup>th</sup> day of October 2019 effective the 13<sup>th</sup> day of November, 2019, by and between the New Haven Board of Education (herein referred to as the "Board") and, the Gesell Institute located at 310 Prospect Street, New Haven, Connecticut 06511 (herein referred to as the "Contractor").

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of

- **\$1,000** for each 90 minute all staff professional development session for **1 session** for a total of \$1,000.
- **\$2,500** for each full day professional development session for **4 sessions** for a total of \$10,000
- **\$200** per hour for each **four hour** coaching session for **6 sessions** for a total of \$4,800

The maximum amount the contractor shall be paid under this agreement: Fifteen thousand, eight hundred dollars. (\$15,800.00). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

**Fiscal support** for this Agreement shall be by School Improvement Grant (SIG) of the New Haven Board of Education, **Account Number:** 2531-6279-56694-0028 (Pending Receipt of Funds)

This agreement shall remain in effect from November 13, 2019 to June 30, 2020.

**SCOPE OF SERVICE:** *Describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing is attached.*

The Gesell Institute will provide professional development and coaching to Strong Magnet School Staff. There will be an all-school professional development in play pedagogy. The Kindergarten staff and instructional coaches will be provided with **4** full day professional development sessions that will cover the topics: The Environment as Teacher, Wondering Questions, Open Work, and Observation and Scaffolding/Guided Play. In addition, the Kindergarten staff will receive six sessions of in-classroom support and coaching in the pedagogy of play implementation. The services will be provided at Strong 21<sup>st</sup> Century Communications Magnet and SCSU Lab School/Barack H. Obama Magnet University School. Strong staff will receive the services provided. The services will be provided between November 13, 2019 and June 19, 2020.

*Exhibit A: Scope of Service: Please see attached contractor's detailed Scope of Service.*


*Exhibit B: Student Data and Privacy Agreement: Attached*

**APPROVAL:** This Agreement must be approved by the New Haven Board of Education prior to service start date. Contractors may begin service no sooner than the day after Board of Education approval.

**HOLD HARMLESS:** The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor's breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

**TERMINATION:** The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

  
Contractor Signature

  
President  
New Haven Board of Education

OCT. 10, 2019  
Date

11-12-19  
Date

PEG OLIVEIRA, Exec Director  
Contractor Printed Name & Title

# Yale

## *Gesell Program in Early Childhood*

**Peg Oliveira, PhD, Executive Director**  
**peg.oliveira@yale.edu**  
**www.gesellinstitute.org**  
**203.777.3481**

***Promoting Learning through a Pedagogy of Play***  
**Proposal to Strong 21st Century Communications Magnet School & Lab, New Haven, CT**  
**2019-2020**

Total: \$15,800

**(a) All-School Professional Development: A Pedagogy of Play**

Train all Strong School faculty and staff in play pedagogy; inform all on the Kindergarten implementation plan and coaching process.

Duration: 90 mins  
Timeline: Fall 2019  
Fee: \$1,000

**(b) Kindergarten staff and coaches Professional Development: Implementation of a Pedagogy of Play**

Provide professional development in Play Pedagogy to 3 Kindergarten classrooms and identified coaches participating in 2019-20 implementation. Topics will include:

1. The Environment as Teacher
2. Wondering Questions
3. Open Work
4. Observation and Scaffolding/Guided Play

*2 full day sessions*  
Duration: Full Day  
Timeline: Winter 2019/20 & Spring 2020  
Fee: \$ 2,500 each training (day)

Total: \$5,000

### **(c) Coaching Institute**

In classroom support to teachers and paras in pedagogy of play implementation. Activities include: Coaching Kindergarten every 4-6 weeks for 1-hour visits and 15 minute debriefs; total of 6 visits between December 2019 and June 2020 to each of three classroom.

Timeline: November 2019 - June 2020

Fee: \$4,800

$\$200 / \text{hour} \times 6 \text{ visits} \times 3 \text{ classrooms} @ 1 \text{ hour} = \$3,600 \text{ coaching}$

$\$200 / \text{hour} \times 6 \text{ visits} \times 3 \text{ classrooms} @ 20 \text{ min} = \$1,200 \text{ debrief meetings}$

*Total = \$4,800*

### **(d) June Pedagogy of Play Institute**

Provide professional development in Play Pedagogy to 3 Kindergarten classrooms and identified coaches participating in 2020-21 implementation. Opportunity to fold in new staff. Additional staff are welcome to attend.

Planning for 2020 continued implementation, including

1. Preparing the Environment
2. Defining Wondering Questions
3. Planning Open Work and materials needed
4. Practice Observation and Scaffolding/Guided Play; ongoing training

*2 full day sessions*

Duration: Full Day

Timeline: Winter 2019/20 & Spring 2020

Fee: \$ 2,500 each training (day)

*Total: \$5,000*



NEW HAVEN PUBLIC SCHOOLS

# Memorandum

**To:** NHPS Finance and Operations Committee  
**From:** Thomas Smith  
**Re:** Strong/Barack H. Obama Magnet University School  
 Giordano Construction Company  
 Amendment #7 to CM Agreement  
**Meeting Date:** January 21, 2020

## Executive Summary:

Approval is requested for **Amendment #7** to the Construction Management (CM) Agreement for the new Strong/Barack H. Obama Magnet University School with the Giordano Construction Company of 1155 Main Street, Branford, CT 06405. This amendment is for Out of Scope Changes to the CM agreement. This amendment is in the amount of **(\$93,295.00)**.

## Amount of Agreement and Amendment History:

Item	Amount	Cumulative Contract Value
Agreement		\$203,000.00
Amendment #1	\$35,624,943.00	\$35,827,943.00
Amendment #2	(\$131,521.00)	\$35,696,422.00
Amendment #3	\$282,346.00	\$35,978,768.00
Amendment #4	\$200,756.00	\$36,179,524.00
Amendment #5	\$232,536.00	\$36,412,060.00
Amendment #6	\$294,092.00	\$36,706,152.00
<b>Amendment #7</b>	<b>\$93,295.00</b>	<b>\$36,799,447.00</b>

Funding Source: 3078-17GG-58001

The Amendment and complete scope of services is attached.

**SEVENTH AMENDMENT TO AGREEMENT  
FOR CONSTRUCTION MANAGEMENT SERVICES  
BY AND BETWEEN THE CITY OF NEW HAVEN BOARD OF EDUCATION  
("OWNER") AND GIORDANO CONSTRUCTION DATED FEBRUARY 14, 2017  
("CONSTRUCTION MANAGER")**

A 20 -

SEVENTH AMENDMENT dated as of \_\_\_\_\_, 2019 by and between the City of New Haven Board of Education of 54 Meadow Street, New Haven, Connecticut 06519 ("Owner") and Giordano Construction, 1155 Main Street, Branford, CT 06405 ("Construction Manager").

WHEREAS, the Owner and the Construction Manager entered into that certain Standard Form of Agreement Between Owner Construction Manager dated February 14, 2017 ("Agreement" (A17-0113), Amendment #1 (A18-0531), Amendment #2 (A19-0058), Amendment #3 (A19-0478), Amendment #4 (A19-0903), Amendment #5 (A19-1277) AND Amendment #6 (A19-1342) for the provision of Construction Management services in connection with construction and renovations to the Strong 21<sup>st</sup> Century Communications Magnet & Lab School ("Project"); and

WHEREAS, the Owner has requested the Construction Manager to provide reduced services to the Project;

NOW THEREFORE, the parties hereto do hereby agree as follows:

1. **Additional Compensation:** The Owner agrees to pay the Construction Manager an additional amount Ninety Three Thousand, Two Hundred Ninety Five Dollars and No Cents (\$93,295.00).
2. **Guaranteed Maximum Price:** This Amendment will result in an increase in the Guaranteed Maximum Price from Thirty Six Million, Seven Hundred Six Thousand, One Hundred Fifty Two Dollars and No Cents (\$36,706,152.00) to a new Guaranteed Maximum Price amount of Thirty Six Million, Seven Hundred Ninety Nine Thousand, Four Hundred Forty Seven Dollars and No Cents (\$36,799,447.00).
3. **Additional Services:** The Construction Manager agrees to provide the additional services of construction management administration for the project, as indicated by Exhibits A, B1 and B2.
4. **No Waiver:** Except as specifically described in this Amendment, nothing in this Agreement shall be construed as a waiver by the Board of any of the provisions of this Agreement. The Construction Manager acknowledges, agrees and confirms that in accordance with the terms of the Agreement, the

Construction Manager shall not be entitled to any compensation in excess of the Additional Compensation referenced herein.

5. Effectiveness: On and after the date hereof, each reference in the Agreement to "the Agreement," "this Agreement", "hereunder," "hereof," "herein," or words of like import shall mean and be in reference to the Agreement as amended.
6. Survival: Except as otherwise amended herein, the Agreement shall remain in full force and effect. Subject to the amendment specifically described herein, the Consultant and the Board hereby ratify and confirm the remaining provisions of the Agreement.



**IN WITNESS WHEREOF**, the parties have executed three (3) counterparts of this Agreement as of the day and year first above written.

**WITNESS**

**NEW HAVEN BOARD OF EDUCATION**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Darnell Goldson**  
**President, Board of Education**

**WITNESS**

**GIORDANO CONSTRUCTION**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Duly Authorized**

**Approved as to Form and  
Correctness**

\_\_\_\_\_  
**Stacy Lynn Werner**  
**Senior Assistant Corporation**  
**Counsel**

**GIORDANO CONSTRUCTION**  
**Strong School**  
**Agreement History - Exhibit A**

Agreement			Cumulative Total	
	<u>Pre-Construction Phase</u>	\$ 203,000.00		
		<b>TOTAL AGREEMENT :</b>	<b>\$203,000.00</b>	
<b>Amendment #1</b>	<u>Construction Phase</u>			
	Staffing	\$1,182,801.00		
	Reimbursables	\$488,750.00		
	General Requirements	\$592,473.00		
	Subtotal:	<b>\$2,264,024.00</b>		
BP #1A	Progress and Final Cleaning	\$94,980.00		
BP #1C	Final Cleaning	\$15,370.00		
BP #2A	Sitework	\$3,294,000.00		
BP #2F	Construction Fencing	\$30,025.00		
BP #2L	Landscaping	\$160,000.00		
BP #3A	Concrete	\$1,472,190.00		
BP #4A	Masonry	\$2,140,000.00		
BP #5A	Structural Steel & Misc. Metals	\$3,071,075.00		
BP #6A	Wall Systems & Specialties	\$4,029,224.00		
BP #6B	Milwork	\$749,088.00		
BP #6C	Acoustical Ceilings	\$49,700.00		
BP #6D	Drywall & Taping	\$97,500.00		
BP #6M	Milwork Installation	\$54,200.00		
BP #7A	Roofing	\$555,000.00		
BP #7B	Exterior Panels	\$1,106,886.00		
BP #8A	Windows & Curtainwall	\$2,033,000.00		
BP #9A	Flooring	\$609,000.00		
BP #9B	Painting	\$186,500.00		
BP #9P	Painting	\$12,700.00		
BP #10A	Toilet Partitions & Access.	\$53,600.00		
BP #10B	Metal Shelving	\$30,800.00		
BP #10C	Lockers	\$120,000.00		
BP #15	Mechanical	\$7,877,000.00		
BP #16	Electrical	\$3,578,000.00		
	Subtotal:	<b>\$31,429,848.00</b>		
	CM Fee (2.0%)	\$673,877.00		
	Contingency (4.0%)	\$1,257,194.00		
	<b>TOTAL AMENDMENT #1:</b>	<b>\$35,624,943.00</b>	<b>\$35,827,943.00</b>	
<b>Amendment #2</b>	GNHWPCA 1/2 Connection Fee	\$28,666.00		
	CNG Service Installation	\$41,989.00		
	Out of Scope Changes	\$179,453.00		
	VE Changes	(\$360,027.00)		
	Subtotal:	(\$109,919.00)		
	CM Fee (2.0%) Subcontract Cost VE Changes - Back to Owner (\$360,027)	(\$7,201.00)		
	Contingency (4.0%) Subcontract Cost VE Changes - Back to Owner (\$360,027)	(\$14,401.00)		
	<b>TOTAL AMENDMENT #2:</b>	(\$131,521.00)	<b>\$35,696,422.00</b>	
<b>Amendment #3</b>	Out of Scope Changes	\$282,346.00		
	<b>TOTAL AMENDMENT #3:</b>	<b>\$282,346.00</b>	<b>\$35,978,768.00</b>	
<b>Amendment #4</b>	BP #02W	Concrete Walk and Stairs	White Owl Construction	\$63,800.00
		CM Fee (2.0%)		\$1,276.00
		Contingency (4.0%)		\$2,566.00
		Subtotal:		\$67,732.00
		Out of Scope Changes		\$133,024.00
		<b>TOTAL AMENDMENT #4:</b>		<b>\$200,756.00</b>
				<b>\$36,179,524.00</b>
<b>Amendment #5</b>	Out of Scope Changes	\$232,536.00		
	<b>TOTAL AMENDMENT #5:</b>	<b>\$232,536.00</b>	<b>\$36,412,060.00</b>	
<b>Amendment #6</b>	Out of Scope Changes	\$288,968.00		
	CM Fee (2.0%) \$256,208 over \$500,000	\$5,126.00		
	<b>TOTAL AMENDMENT #6:</b>	<b>\$294,092.00</b>	<b>\$36,706,152.00</b>	
<b>Amendment #7</b>	Out of Scope Changes	\$91,466.00		
	CM Fee (2.0%) OS over \$500,000	\$1,829.00		
	<b>TOTAL AMENDMENT #7:</b>	<b>\$93,295.00</b>	<b>\$36,799,447.00</b>	

**GIORDANO CONSTRUCTION  
Strong School  
Agreement History - Exhibit A**

GIORDANO CONSTRUCTION  
 STRONG SCHOOL  
 EXHIBIT B1  
 AMENDMENT #7

ITEM	AMOUNT	TOTAL
<b>6.1 COST OF THE WORK</b>		
6.1.2 CM Costs		
<u>Construction Phase</u>	\$0.00	
6.1.2 Subtotal CM Costs		\$0.00
6.1.3 Subcontract Costs		
Out of Scope Change Orders	\$91,466.00	
Subtotal 6.1.3:		\$91,466.00
6.1.6 Miscellaneous Costs		
- Liability Insurance		
- CM Bond	.8%	
- Other Item		
Subtotal 6.1.6:		\$ -
<b>SUBTOTAL 6.1 (COST OF THE WORK):</b>		<b>\$91,466.00</b>
<b>5.1.1 CONSTRUCTION MANAGER'S FEE</b>		
CM Fee (2.0%) CCAs over \$500,000.00 (\$91,466)	\$1,829.00	
<b>SUBTOTAL 5.1.1 (CM FEE):</b>		<b>\$1,829.00</b>
<b>5.2.1 CONTINGENCY</b>		
Contingency Fee (4.0%)		\$0.00
<b>SUBTOTAL 5.2.1 (CONTINGENCY):</b>		
<b>TOTAL GMP: FOR AMENDMENT #7</b>		<b>\$93,295.00</b>
<b>TOTAL GMP: FOR AMENDMENT #6</b>		<b>\$294,092.00</b>
<b>TOTAL GMP: FOR AMENDMENT #5</b>		<b>\$232,536.00</b>
<b>TOTAL GMP: FOR AMENDMENT #4</b>		<b>\$200,756.00</b>
<b>TOTAL GMP: FOR AMENDMENT #3</b>		<b>\$282,346.00</b>
<b>TOTAL GMP: FOR AMENDMENT #2</b>		<b>(\$131,521.00)</b>
<b>TOTAL GMP: FOR AMENDMENT #1</b>		<b>\$35,624,943.00</b>
<b>Prior GMP: FOR BASE CONTRACT</b>		<b>\$203,000.00</b>
<b>Total GMP To Date:</b>		<b>\$36,799,447.00</b>



**NEW HAVEN SCHOOL CONSTRUCTION PROGRAM  
CONSTRUCTION CHANGE AUTHORIZATION FORM**

PROJECT NAME: **Strong School**      CCA# **071**  
 ADDRESS: **69 Farnham Avenue NH, CT**      DATE: **10/17/19**  
 ARCHITECT: **JCJ**      CITY PROJECT#  
 OWNER: **New Haven Board of Education**      S.D.E.      **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope:       In Scope:       Allowance:

Please proceed with the following work:

**DESCRIPTION OF THE WORK:** ASI 30 Fireproofed Column Enclosures

Trade Contractor	Description of Scope of Work	Amount	E/I
04A - Acranom	Enclose columns with fire proofing as per ASI-030 attached.	\$3,151.00	E
06A - Conn Acoustics		\$9,186.00	I
15A - MJ Daly		\$1,066.00	I
<b>Total:</b>		<b>\$13,403.00</b>	<b>I</b>

Only Out of Scope costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work Involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:  
(Back-up is herein attached)

**Method of determining value of change in contract:**

Lump Sum:       Unit price:       Eligible:   
 Time and Material:       Other:       Ineligible:

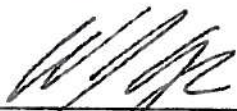
Change in Contract Sum:  
Amount: **\$13,403.00**

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:


ARCHITECT:

JCJ Architects

  
DATE 10.22.19


PROGRAM MANAGER:

New Haven School  
Construction Program

  
DATE 10/22/2019

CONSTRUCTION  
MANAGER:

Giordano Construction Co.

  
DATE 10/22/19

## NEW HAVEN SCHOOL CONSTRUCTION PROGRAM CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: **Strong School**      CCA#098  
 ADDRESS: **69 Farnham Avenue NH, CT**      DATE: 9/27/19  
 ARCHITECT: **JCJ**      CITY PROJECT#: **S.D.E.**  
 OWNER: **New Haven Board of Education**      S.D.E.      **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope:       In Scope:       Allowance:

Please proceed with the following work:

**DESCRIPTION OF THE WORK:** Raise Reglet for Roof Counter Flashing

Trade Contractor	Description of Scope of Work	Amount	E/I
04A - Acranom	Raise Rigley for roofing counter flashing connection due to roof drain relocation per ASI-12 attached.	\$1,955.00	E
<b>Total:</b>		<b>\$1,955.00</b>	<b>E</b>

Only Out of Scope costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:  
(Back-up is herein attached)

**Method of determining value of change in contract:**

Lump Sum:       Unit price:       Eligible:   
 Time and Material:       Other:       Ineligible:

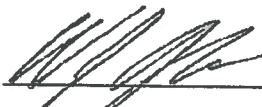
Change in Contract Sum:  
Amount: \$1,955.00

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:


ARCHITECT:

JCJ Architects

  
\_\_\_\_\_  
DATE 10.1.19

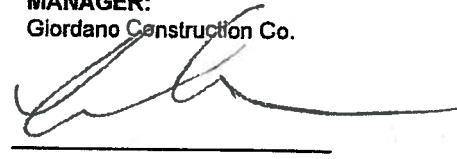
PROGRAM MANAGER:

New Haven School  
Construction Program

  
\_\_\_\_\_  
DATE 10/1/2019

CONSTRUCTION  
MANAGER:

Giordano Construction Co.

  
\_\_\_\_\_  
DATE 10/1/19





## NEW HAVEN SCHOOL CONSTRUCTION PROGRAM CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: **Strong School**      **CGA# 101**  
 ADDRESS: **69 Farnham Avenue NH, CT**      DATE: 10/17/19  
 ARCHITECT: **JCJ**      CITY PROJECT#:   
 OWNER: **New Haven Board of Education**      S.D.E.      **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope:       In Scope:       Allowance:

Please proceed with the following work:

**DESCRIPTION OF THE WORK:** Maple Trim around HM Frames

Trade Contractor	Description of Scope of Work	Amount	E/I
06A – Conn Acoustics	Provide & install maple trim around HM frames at Gym/Corridor wood panels	\$8,810.00	E
	<b>Total:</b>	\$8,810.00	E

Only **Out of Scope** costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

**In Scope and Allowance costs may be billed upon execution of this CCA.**

The following information is being provided by:  
(Back-up is herein attached)

**Method of determining value of change in contract:**

Lump Sum:       Unit price:       Eligible:   
 Time and Material:       Other:       Ineligible:

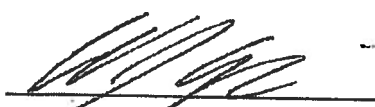
Change in Contract Sum:  
Amount: \$8,810.00

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:


ARCHITECT:

JCJ Architects

  
DATE 10.22.19

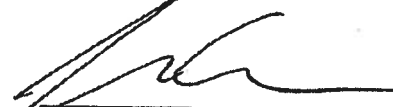
PROGRAM MANAGER:

New Haven School  
Construction Program

  
DATE 10/22/2019

CONSTRUCTION

MANAGER:  
Giordano Construction Co.

  
DATE 10/22/19

**NEW HAVEN SCHOOL CONSTRUCTION PROGRAM  
CONSTRUCTION CHANGE AUTHORIZATION FORM**

PROJECT NAME: **Strong School**      **CCA# 102**  
 ADDRESS: **69 Farnham Avenue NH, CT**      DATE: 10/17/19  
 ARCHITECT: **JCJ.**      CITY PROJECT#: **S.D.E.**  
 OWNER: **New Haven Board of Education**      **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope:       In Scope:       Allowance:

Please proceed with the following work:

**DESCRIPTION OF THE WORK:** Temporary Enclosures Relocation & Removal

Trade Contractor	Description of Scope of Work	Amount	E/I
06A – Conn Acoustics	Relocate, remove & dispose of temporary enclosure protection.	\$8,170.00	E
	<b>Total:</b>	\$8,170.0	E

Only **Out of Scope** costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

**In Scope and Allowance costs may be billed upon execution of this CCA.**

The following information is being provided by:  
(Back-up is herein attached)

**Method of determining value of change in contract:**

Lump Sum:       Unit price:   
 Time and Material:       Other:       Eligible:   
 Ineligible:

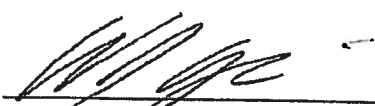
Change in Contract Sum:  
Amount: **\$8,170.00**

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:

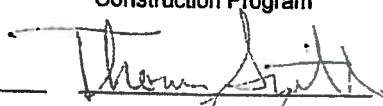
ARCHITECT:

JCJ Architects

  
DATE 10.22.19

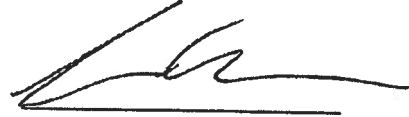
PROGRAM MANAGER:

New Haven School  
Construction Program

  
DATE 10/22/2019

CONSTRUCTION  
MANAGER:

Giordano Construction Co.

  
DATE 10/22/19

**NEW HAVEN SCHOOL CONSTRUCTION PROGRAM  
CONSTRUCTION CHANGE AUTHORIZATION FORM**

PROJECT NAME: **Strong School**      **CCA# 103**  
 ADDRESS: **69 Farnham Avenue NH, CT**      DATE: 10/17/19  
 ARCHITECT: **JCJ**      CITY PROJECT#:   
 OWNER: **New Haven Board of Education**      S.D.E.      **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope:       In Scope:       Allowance:

Please proceed with the following work:

**DESCRIPTION OF THE WORK:** SF Jamb Return Modifications

Trade Contractor	Description of Scope of Work	Amount	E/I
06A - Conn Acoustics	Additional framing, blocking, sheetrock, taping required for fastening & concealing of storefront angles.	\$19,189.00	E
06D - Turnbridge		\$4,124.00	E
<b>Total:</b>		<b>\$23,313.00</b>	<b>E</b>

Only Out of Scope costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:  
(Back-up is herein attached)

**Method of determining value of change in contract:**

Lump Sum:       Unit price:       Eligible:   
 Time and Material:       Other:       Ineligible:

Change in Contract Sum:  
Amount: **\$23,313.00**

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:

ARCHITECT:

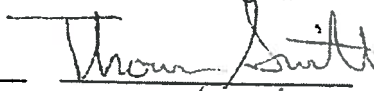
JCJ Architects



DATE 10.22.19

PROGRAM MANAGER:

New Haven School  
Construction Program



DATE 10/22/2019

CONSTRUCTION

MANAGER:

Giordano Construction Co.



DATE 10/22/19

## NEW HAVEN SCHOOL CONSTRUCTION PROGRAM CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: **Strong School**      CCA# **106**  
 ADDRESS: **69 Farnham Avenue NH, CT**      DATE: **10/31/19**  
 ARCHITECT: **JCJ**      CITY PROJECT#:   
 OWNER: **New Haven Board of Education**      S.D.E.      **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope:       In Scope:       Allowance:

Please proceed with the following work:

**DESCRIPTION OF THE WORK: Security Panel Change**

Trade Contractor	Description of Scope of Work	Amount	E/I
16A – Ducci	Change Security Panel to Napco as requested by NH BOE.	\$9,482.00	E
<b>Total:</b>		<b>\$9,482.00</b>	<b>E</b>

Only Out of Scope costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:  
(Back-up is herein attached)

**Method of determining value of change in contract:**

Lump Sum:       Unit price:       Eligible:   
 Time and Material:       Other:       Ineligible:

Change in Contract Sum:  
Amount: **\$9,482.00**

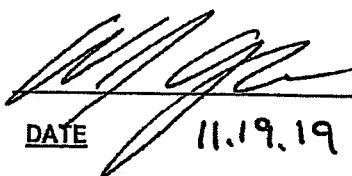
Note: Any costs included in this CCA are subject to Accounting Review.

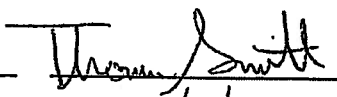
Change in Contract Time:


ARCHITECT:  
JCJ Architects

PROGRAM MANAGER:  
New Haven School  
Construction Program

CONSTRUCTION  
MANAGER:  
Giordano Construction Co.

  
DATE 11.19.19

  
DATE 11/19/2019

  
DATE 11/19/19

## NEW HAVEN SCHOOL CONSTRUCTION PROGRAM CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME:	<b>Strong School</b>	CCA# 107
ADDRESS:	69 Farnham Avenue NH, CT	DATE: 10/31/19
ARCHITECT:	JCJ	CITY PROJECT#
OWNER:	New Haven Board of Education	S.D.E. <span style="float: right;">093-0368</span>

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope:       In Scope:       Allowance:

Please proceed with the following work:

**DESCRIPTION OF THE WORK:** Change Micro Workstation to Tower Workstation

Trade Contractor	Description of Scope of Work	Amount	E/I
16A - Ducci	Change Micro Workstation in Principal's office to a Tower Workstation as per RFI 219 attahed.	\$646.00	<input checked="" type="checkbox"/>
Total:		\$646.00	<input checked="" type="checkbox"/>

Only **Out of Scope** costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

**In Scope and Allowance costs may be billed upon execution of this CCA.**

The following information is being provided by:  
(Back-up is herein attached)

**Method of determining value of change in contract:**

Lump Sum:       Unit price:       Eligible:   
 Time and Material:       Other:       Ineligible:

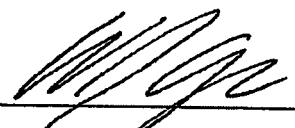
Change in Contract Sum:  
Amount: \$646.00

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:

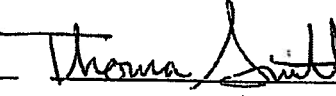
ARCHITECT:

JCJ Architects

  
DATE 11.19.19

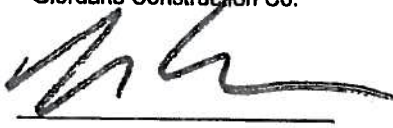
PROGRAM MANAGER:

New Haven School  
Construction Program

  
DATE 11/19/2019

CONSTRUCTION

MANAGER:  
Giordano Construction Co.

  
DATE 11/19/19

## NEW HAVEN SCHOOL CONSTRUCTION PROGRAM CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: **Strong School**      CCA# **108**  
 ADDRESS: **69 Farnham Avenue NH, CT**      DATE: **11/6/19**  
 ARCHITECT: **JCJ**      CITY PROJECT#:   
 OWNER: **New Haven Board of Education**      S.D.E.      **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope:       In Scope:       Allowance:

Please proceed with the following work:

**DESCRIPTION OF THE WORK: Staff Parking Lot Credit**

Trade Contractor	Description of Scope of Work	Amount	E/I
02A – Manafort	Cost & Credit for reclaiming existing parking lot, grade per grading plan & paving in lieu of full reconstruction per detail on dwg L-602/1.	-\$40,300.00	<input checked="" type="checkbox"/>
Total:		-\$40,300.00	<input checked="" type="checkbox"/>

Only **Out of Scope** costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

**In Scope** and **Allowance** costs may be billed upon execution of this CCA.

The following information is being provided by:  
(Back-up is herein attached)

**Method of determining value of change in contract:**

Lump Sum:       Unit price:       Eligible:   
 Time and Material:       Other:       Ineligible:


Change in Contract Sum:  
Amount:           -\$40,300.00          

Note: Any costs Included in this CCA are subject to Accounting Review.

Change in Contract Time:

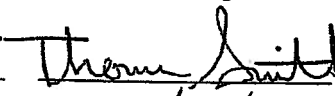
ARCHITECT:

JCJ Architects

  
DATE 11.19.19


PROGRAM MANAGER:

New Haven School  
Construction Program

  
DATE 11/19/2019

CONSTRUCTION

MANAGER:  
Giordano Construction Co.

  
DATE 11/19/19

## NEW HAVEN SCHOOL CONSTRUCTION PROGRAM CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: **Strong School**      **CCA# 109**  
 ADDRESS: **69 Farnham Avenue NH, CT**      DATE: **11/6/19**  
 ARCHITECT: **JCJ**      CITY PROJECT#: **S.D.E.**  
 OWNER: **New Haven Board of Education**      **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope:       In Scope:       Allowance:

Please proceed with the following work:

**DESCRIPTION OF THE WORK:** Catch Basin Soil Disposal

Trade Contractor	Description of Scope of Work	Amount	E/I
02A – Manafort	Haul & Disposal of contaminated soil from catch basin sump.	\$2,410.00	<input checked="" type="checkbox"/>
	<b>Total:</b>	\$2,410.00	<input checked="" type="checkbox"/>

Only Out of Scope costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:  
(Back-up is herein attached)

Method of determining value of change in contract:

Lump Sum:       Unit price:       Eligible:   
 Time and Material:       Other:       Ineligible:

Change in Contract Sum:  
Amount: \$2,410.00

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:

ARCHITECT:

JCJ Architects

DATE

11.19.19

PROGRAM MANAGER:

New Haven School  
Construction Program

DATE

11/19/2019

CONSTRUCTION  
MANAGER:

Giordano Construction Co.

DATE

11/19/19

## NEW HAVEN SCHOOL CONSTRUCTION PROGRAM CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: **Strong School**      **CCA# 110**  
 ADDRESS: **69 Farnham Avenue NH, CT**      DATE: **11/6/19**  
 ARCHITECT: **JCJ**      CITY PROJECT#: **S.D.E.**  
 OWNER: **New Haven Board of Education**      **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope:       In Scope:       Allowance:

Please proceed with the following work:

**DESCRIPTION OF THE WORK:** Additional Topsoil Disposal

Trade Contractor	Description of Scope of Work	Amount	E/I
02A – Manafort	Haul & disposal of remaining contaminated topsoil stockpiled onsite.	\$39,765.00	E
<b>Total:</b>		<b>\$39,765.00</b>	<b>E</b>

Only **Out of Scope** costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:  
(Back-up is herein attached)

Method of determining value of change in contract:

Lump Sum:       Unit price:       Eligible:   
 Time and Material:       Other:       Ineligible:

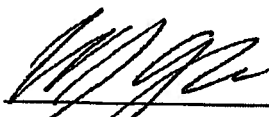
Change in Contract Sum:  
Amount: **\$39,765.00**

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:

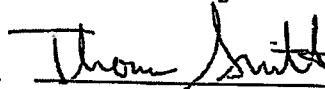
ARCHITECT:

JCJ Architects

  
DATE 11.19.19


PROGRAM MANAGER:

New Haven School  
Construction Program

  
DATE 11/19/2019

CONSTRUCTION

MANAGER:  
Giordano Construction Co.

  
DATE 11/19/19



## NEW HAVEN SCHOOL CONSTRUCTION PROGRAM CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: **Strong School**      **CCA# 111**  
 ADDRESS: **69 Farnham Avenue NH, CT**      DATE: **11/7/19**  
 ARCHITECT: **JCJ**      CITY PROJECT#: **S.D.E.**  
 OWNER: **New Haven Board of Education**      **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope:       In Scope:       Allowance:

Please proceed with the following work:

**DESCRIPTION OF THE WORK:** ASI 35 Roof Safety Rails

Trade Contractor	Description of Scope of Work	Amount	E/I
07A - Young	Add Roof Safety Railings @ revised location of KEF as per ASI-35 attached.	\$11,230.00	E
Total:		\$11,230.00	E

Only Out of Scope costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:  
(Back-up is herein attached)

**Method of determining value of change in contract:**

Lump Sum:       Unit price:       Eligible:   
 Time and Material:       Other:       Ineligible:

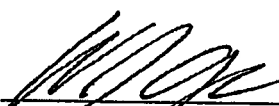
Change in Contract Sum:  
Amount: \$11,230.00

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:

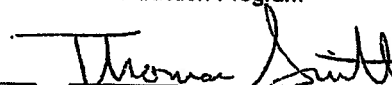
ARCHITECT:

JCJ Architects

  
DATE 11.19.19

PROGRAM MANAGER:

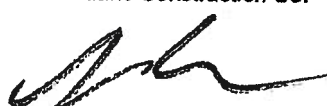
New Haven School  
Construction Program

  
DATE 11/19/2019

CONSTRUCTION

MANAGER:

Giordano Construction Co.

  
DATE 11/19/19

## NEW HAVEN SCHOOL CONSTRUCTION PROGRAM CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: **Strong School**      CCA# **112**  
 ADDRESS: **69 Farnham Avenue NH, CT**      DATE: **11/12/19**  
 ARCHITECT: **JCJ**      CITY PROJECT#: **S.D.E.**  
 OWNER: **New Haven Board of Education**      S.D.E.      **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope:       In Scope:       Allowance:

Please proceed with the following work:

**DESCRIPTION OF THE WORK:** Relocate (2) Security Cameras

Trade Contractor	Description of Scope of Work	Amount	E/I
16A - Ducci	Move (2) security cameras locations from the drawings due to mounting issues and for optimal viewing.	\$7,641.00	E
<b>Total:</b>		\$7,641.00	E

Only Out of Scope costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:  
(Back-up is herein attached)

**Method of determining value of change in contract:**

Lump Sum:       Unit price:       Eligible:   
 Time and Material:       Other:       Ineligible:


Change in Contract Sum:  
Amount: \$7,641.00

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:


ARCHITECT:

JCJ Architects

  
DATE 11.19.19


PROGRAM MANAGER:

New Haven School  
Construction Program

  
DATE 11/19/2019

CONSTRUCTION

MANAGER:  
Giordano Construction Co.

  
DATE 11/19/19

## NEW HAVEN SCHOOL CONSTRUCTION PROGRAM CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: <b>Strong School</b>	CCA# <b>113</b>	
ADDRESS: <b>69 Farnham Avenue NH, CT</b>	DATE: <b>11/19/19</b>	
ARCHITECT: <b>JCJ</b>	CITY PROJECT#	
OWNER: <b>New Haven Board of Education</b>	S.D.E.	<b>093-0368</b>

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope:       In Scope:       Allowance:

Please proceed with the following work:

**DESCRIPTION OF THE WORK: Add Exit Device and Closer to Opening 122**

Trade Contractor	Description of Scope of Work	Amount	E/I
06A – Conn Acoustics	Provide material & labor to add a exit device and door closer to opening 122 to comply with electrical code.	\$2,613.00	E
Total:		\$2,613.00	E

Only **Out of Scope** costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:  
(Back-up is herein attached)

**Method of determining value of change in contract:**

Lump Sum:       Unit price:       Eligible:   
 Time and Material:       Other:       Ineligible:

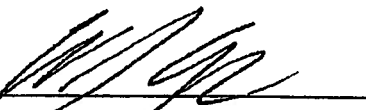
Change in Contract Sum:  
Amount: \$2,613.00

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:

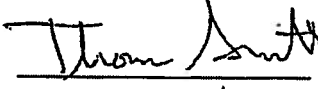
ARCHITECT:

JCJ Architects

  
DATE 11.19.19

PROGRAM MANAGER:

New Haven School  
Construction Program

  
DATE 11/19/2019

CONSTRUCTION

MANAGER:  
Giordano Construction Co.

  
DATE 11/19/19

**NEW HAVEN BOARD OF EDUCATION  
AMENDMENT TO AGREEMENT**

CONTRACTOR: Area Cooperative Educational Services (ACES) AMENDMENT: 1

GRANT NO: 2547-6108-56694-0420 and 190-410-56694 AGREEMENT NO: 91321071  
and 96108356

GRANT NAME: Alliance Grant and Operating Budget DATE: 01-14-2020

FUNDING SOURCES OF AGREEMENT: Alliance Grant and Operating Budget

ORIGINAL AMOUNT OF AGREEMENT: \$1,479,075

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$1,479,075

√ ACTUAL OR    ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 0

   INCREASE OR    DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$1,479,075

FUNDING SOURCES FOR AMENDMENT: Operating Budget 190-410-00-56694 - \$579,075  
and Alliance Grant 2547-6108-56694-0420 - \$1,479,075

DESCRIPTION AND NEED FOR AMENDMENT: Decrease from Operating Budget,  
Account # 190-410-00-56694 in the amount of \$579,075.  
Alliance Grant, Account # 2547-6108-56694-0420 increase by \$579,075 . No changes to the  
total amount of this agreement does not change.

ALL OF THE TERMS & CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE & EFFECT

CONTRACTOR'S SIGNATURE:  1/15/20  
(Signature) (Date)

NEW HAVEN BOARD OF EDUCATION:

\_\_\_\_\_  
(President)

\_\_\_\_\_  
(Date)

913 21071

**AGREEMENT  
By And Between  
The New Haven Board of Education  
AND**

**ACES – ASPIRE**

**FOR DEPARTMENT/PROGRAM:**

**Student Services/Special Education Department**

This agreement entered into on the 16<sup>th</sup>, day of July, 2019 effective the 29<sup>th</sup>, day of August, 2019 by and between the New Haven Board of Education (herein referred to as the “Board”) and, AREA Cooperative Education Services located at 350 State Street, North Haven, CT (ACES) (herein referred to as the “Contractor”).

**SCOPE OF SERVICE:**

- The New Haven Public Schools currently offers an educational program known as the Urban Youth Program to “at risk” students. The Board and ACES have determined that this service/program can and should, at this time, be delivered at and through ACES.
- ACES will provide services to 40 students who are residents of New Haven.
- ACES will hire, train, supervise, make available, and discipline if applicable, all teachers, staff and related service providers as are necessary for the delivery of education to the UYE students.
- The staff will implement in all respects the 504 plans, and/or IEP’s of any disabled students having such plans. ACES staff will provide educational services to all the students in accordance with curriculum, materials and instructional levels which comply with the applicable standards issued by the Connecticut State Department of Education.
- Provide to the Board such records, reports, evaluations and documents of progress regarding each ASPIRE student and make such records available to parents and/or guardians of each student in accordance with provisions of Connecticut General Statutes Section 10-15b.
- Maintain the confidentiality of all student records in its possession in accordance with the provisions of the law.
- Permit Board representatives to observe any component of the ASPIRE program or the services being delivered to the ASPIRE students.

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$1,479,075 per school year for up to a maximum of 182 day(s). The maximum amount the contractor shall be paid under this agreement: One Million Four Hundred Seventy Nine Thousand Nine Hundred and Seventy Five Dollars (\$1,479,075).

Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

**Fiscal support** for this Agreement shall be by Program of the New Haven Board of Education, Operating Budget \$579,075 Account Number: 190-410-00-56694 (pending receipt of funds) Alliance Grant \$900,000 Account Number: 2547-6108-56694 (pending receipt of funds)  
**Location Code:** \_ \_ \_ \_ \_

This agreement shall remain in effect from August 29<sup>th</sup>, 2019 to June 30<sup>th</sup>, 2020.

**Exhibit A: Scope of Service:** Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

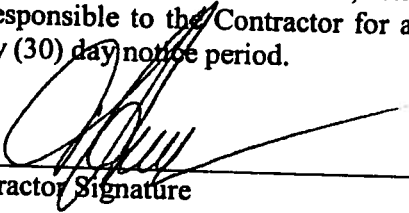
**Exhibit B: Student Data and Privacy Agreement:** Attached

**APPROVAL:** This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contactors may begin service no sooner than the day after Board of Education approval.

**HOLD HARMLESS**

The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contract through the last day of thirty (30) day notice period.

  
\_\_\_\_\_  
Contractor Signature

Date

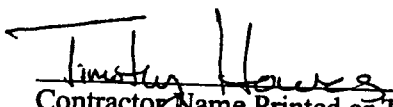
7/16/19

  
\_\_\_\_\_  
President

New Haven Board of Education

Date

8/26/19

  
\_\_\_\_\_  
Contractor Name Printed or Typed



**NEW HAVEN PUBLIC SCHOOLS**

**EXHIBIT B**

**STUDENT DATA PRIVACY AGREEMENT  
SPECIAL TERMS AND CONDITIONS**

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student- generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18





NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Dr. Paul Whyte  
**Date:** **January 20, 2020**  
**Re:** National SAM Innovation Project

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### Executive Summary/ Statement:

SAM is a cloud-based software set of tools school leaders use each day. Coaching and other professional development supports are included. All tools are trademark and copyright protected. This unique set of tools to change a principal's focus from school management tasks to instructional leadership—activities directly connected to improving teaching and learning. New Haven began SAM services through a University of Connecticut grant in January, 2019. The university has transferred funds to New Haven to pay for a second year of SAM services, 1/20 through 1/21.

**Amount of Agreement:** \$25,800 (cloud-based tech service for two schools with tech, coaching and PD support)

**Funding Source & Account #: Wallace Grant 190-454-00-56694**

**Key Questions:** (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

1. Please describe how this service is strategically aligned to the District Continuous Improvement Plan? Principal use of time to improve teaching and learning is increased significantly with the SAM process. Research shows this as the largest lever to increase student performance that a district can control. Both New Haven schools participating have had significant time gains.
2. What specific need will this contractor address? Principal impact on teaching and learning.
3. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection: Sole Source. See attached program description and research citation. The University of Connecticut brought the SAM process to New Haven.
4. If this is a continuation service, when was the last time the alternatives were sought?

5. What specific skill set does this contractor bring to the project? The National SAM Project assist in improving principal effectiveness, through time management tools and tracking methods to increase principal time focused on instruction. See Exhibit A
6. How does this contractor fit into the project as a whole? (Please attach a copy of the contractor's resume): This is an organization
7. Is this a new or continuation service? Continuation. University of Connecticut paid for service directly, 1/19 through 1/20. The University has transferred funds to New Haven to pay for a second year of service, 1/20 through 1/21.
8. If this is a continuation service has cost increased? No.
  - a) If yes, by how much?
  - b) What would an alternative contractor cost? There is not an alternative contractor. NSIP is the sole sources provider of SAM services.
  - c) Is this a service existing staff could provide? Why or why not? No, SAM is a copyright and trademark protected.
9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated? NSIP provides time data showing increased leader focus on teaching and learning.
10. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review) See attached program description.
11. If the service is a professional development program, can the training be provided internally, by district staff?
  - a) If not, why not? SAM is a cloud-based software set of tools school leaders use each day. Coaching and other professional development supports are included. All tools are trademark and copyright protected.
  - b) How will the output of this Agreement contribute to building internal capabilities? New Haven has the option of learning to provide SAM coaching internally and lowering annual costs.
12. Why do you believe this Agreement is fiscally sound? Funding is already provided by the University of Connecticut. When the grant ends the service can be supported through Title I or I funds.

13. What are the implications of not approving this Agreement? End of SAM services for selected schools. Administrators will not receive the full level of training to maintain all practices after the conclusion of the second year. Administrators involved already noted the increase in time devoted to instructional leadership as new building leaders.



NEW HAVEN PUBLIC SCHOOLS

**AGREEMENT**  
**By And Between**  
**The New Haven Board of Education**  
**AND**

NSIP, Nation SAM Innovation Project

This Agreement entered into on the 27 day of January 2020, effective (*start date no sooner than the day after Board of Education Approval*), on the 28 day of January 2020, by and between the New Haven Board of Education (herein referred to as the “Board” and, National SAM® Innovation Project located at, Louisville KY (herein referred to as the “Contractor”).

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$25,800 per year.

The maximum amount the contractor shall be paid under this agreement: (\$25,800). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

**Fiscal support** for this Agreement shall be by Wallace Foundation Grant **Program** of the New Haven Board of Education, **Account Number: 190-454-00-56694 Location Code: 0000**

This agreement shall remain in effect from January 27, 2020 to June 30, 2020.

**SCOPE OF SERVICE:** *Please describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing must be attached as Exhibit A).*

SAM is a cloud-based software set of tools school leaders use each day. Coaching and other professional development supports are included. All tools are trademark and copyright protected. This unique set of tools to change a principal’s focus from school management tasks to instructional leadership—activities directly connected to improving teaching and learning. New Haven began SAM services through a University of Connecticut grant in January, 2019. The university has transferred funds to New Haven to pay for a second year of SAM services, 1/20 through 1/21.

NSIP shall provide the following services for schools at such times and in such manner as determined by NSIP in consultation with NHPS: readiness activities and ongoing support for schools/leaders selected by NHPS; data collection and analysis (shadowing) to ascertain amount of time spent in instructional leadership, management, and personal time, technical support for the use of the TimeTrack® tool on a daily basis; training for SAM/principal teams; monthly coaching sessions with the SAM and principal or principal supervisor,

expanded Implementation Specialist support, computer/phone and on site; professional development services and attendance at NSIP's national annual national conference. (up to 2 SAM team members per site for national annual conference—the SAM team must be doing the SAM process with efficacy to attend)

**Exhibit A: Scope of Service:** Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable. Attached

- 2.2

**Exhibit B: Student Data and Privacy Agreement:** Attached

**APPROVAL:** This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contactors may begin service no sooner than the day after Board of Education approval.

**HOLD HARMLESS:** The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

**TERMINATION:** The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
President  
New Haven Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Printed Name & Title  
Revised: 12/3/19

## National SAM® Innovation Project (NSIP)

9100 Shelbyville Road, Suite 280

Louisville, Kentucky 40222

502 777-7760

[www.SamsConnect.com](http://www.SamsConnect.com)



**What is SAM?** SAM is a professional development process using a unique set of tools to change a principal's focus from school management tasks to instructional leadership—activities directly connected to improving teaching and learning. Over 1,200 school leaders in twenty-three states contract for SAM services.

**Does it work?** Yes. Independent and external research has determined that principals gain the equivalent of 27 extra days of instructional leadership time in their first year using the SAM process. (PSA, 2011) By the third year the gain of instructional leadership time exceeds 55 days. The process is designed to help the principal be reflective about how to best work with teachers to improve teaching and learning. SAM principals are happier, liked better by staff and get improved teaching/learning results.

**How do you know how a principal spends time?** The SAM process uses a unique data collection process called Time/Task Analysis™ to determine how much instructional, management and personal time a principal uses. The principal is “shadowed” for five days with data collected every five minutes. This creates a time use baseline. The principal then uses TimeTrack™ to begin increasing instructional time each day. The shadowing is repeated annually as an external check on progress.

**What is a SAM?** A SAM is a person or team of staff members who meet with the principal each day to schedule instructional leadership time, reflect on impact and develop a First Responder™ structure in the school. Some schools elect to hire a new staff member for this role. Many use existing staff, usually a secretary, principal or teacher leader. Most schools use a team approach, for example: a secretary and assistant principal. *SAM: School Administration Manager*

**First Responders™?** The life of most school leaders is interrupt driven. The SAM process identifies staff members who should be the first to try to deal with management issues instead of immediately pulling the principal from instructional work. The SAM team works to create management systems within the school to manage the management so the principal can stay engaged in activities designed to improve teaching and learning. NSIP surveys of parents, students and staff at SAM schools reveal that the management is better accomplished when the First Responders™ system is in place and the principal increases instructional engagement.

**What is *TimeTrack*®?** TimeTrack is a cloud based calendar that the principal uses like a lesson plan. The calendar tracks the time the principal spends with individual and groups of teachers and provides specific detail of the interactions. TimeTrack records and charts are used in a daily meeting with the principal and SAM team to determine next steps and track time use.

**How was the SAM process created?** The Wallace Foundation funded the initial work. Mark Shellinger, a former teacher, principal and superintendent, created the process and tools. The initial pilot showed promising results and a positive correlation with student achievement. The Foundation supported replication, development and research for nine years. Mark now directs the National SAM Innovation Project (NSIP), a non-profit corporation providing SAM implementation and support services for more than 1200 school leaders in twenty-three states on a fee for service basis.

**Is the SAM process expensive?** No. NSIP contracts with districts and schools at an annual rate, or fee, that usually declines each year as capacity is developed locally. SAM is not a program. It is a professional development process a principal uses to do the good work the school and district has determined will best help students. The first year fee for a school is \$12,900 and includes services for the principal, assistant principals and SAM team members. This fee can decrease by up to 30% each year as capacity is developed at the school and district level. Many schools use Title II and Title I funds to pay for SAM professional development services.

**What services are included?** NSIP starts with a readiness training workshop for the principal and SAM team. Once the school community and principal have completed the readiness steps, Time/Task Analysis™, or shadowing, is conducted for one week. NSIP then provides two weeks of on-site training and support to implement TimeTrack, the daily meeting and First Responders. NSIP continues this support with monthly visits by a Time Change Coach and professional development support. The annual service fee also covers all expenses for the SAM team, except airfare, to attend the NSIP annual national conference.

**How can my school or district begin the SAM process?** Schedule an on-site readiness PD session in your district. There is not a cost for this two-hour readiness/professional development experience. You can also visit [www.SamsConnect.com](http://www.SamsConnect.com), view video interviews with SAM principals and teams and take a look at the research reports. Click on the **Contact Us** link to schedule an onsite readiness PD session or to set implementation dates or call: 502 777-7760.





9100 Shelbyville Road, Suite 280  
Louisville, Kentucky 40222-5153  
Office: (502)509-9774  
Fax: (877)266-2813

[www.SamsConnect.com](http://www.SamsConnect.com)

June 13, 2018

To whom it may concern:

This is to confirm that the National SAM Innovation Project, NSIP, is the sole source provider for SAM services.

I created the SAM process as part of a study in 2002 and established trademark and copyright protection for the name SAM®, SAMS®, School Administration Manager, School Administrative Manager, [www.SamsConnect.com](http://www.SamsConnect.com) and the tools and processes used including TimeTrack® and Time/Task Analysis™.

NSIP was formed in 2005 and currently provides services to over 800 school and district leaders in twenty-two states. NSIP has a national program board and is recognized by the US federal government as a 501c3 non-profit corporation.

NSIP provides services directly to districts, schools and states. NSIP is the sole source provider for SAM services including, but not limited to, training, coaching, data collection, TimeTrack™, Time/Task Analysis™, web site, data storage, training materials and professional development modules.

Districts use Title 1, Title II, school improvement, teacher leadership, Professional development, grants, general funds and private grants to pay for SAM services.

We are pleased to work with you to increase instructional leadership time and improve instructional practice.

Sincerely,

A handwritten signature in black ink that reads "Mark Shellinger". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mark Shellinger, Director





NEW HAVEN PUBLIC SCHOOLS

## EXHIBIT B

### STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18

**Memorandum of Understanding #8181-123  
Between The State of Connecticut Judicial Branch  
and New Haven Board of Education – Barnard Environmental Studies  
School for FY 2020 and FY 2021**

This Memorandum of Understanding (hereinafter, "MOU") is entered into as of the last date executed below by and between the Judicial Branch (hereinafter, Judicial) and New Haven Board of Education – Barnard Environmental Studies School (hereinafter, Contractor).

**WHEREAS**, Public Act 19-117 provided funding through a line item in the Judicial budget for the Contractor for Fiscal Year 2020 and again for Fiscal Year 2021 for Youth Services Prevention Programs; and

**WHEREAS**, Judicial and the Contractor seek to set forth the terms and conditions for the expenditure of said funds;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises set forth in this MOU, the parties hereto mutually agree as follows:

1. To the extent that the funds budgeted for the Contractor are appropriated and allotted to Judicial for the purposes set out in this MOU, and subject to any future rescission or reduction of such appropriated or allocated funds, or changes to annualized funding adopted as part of the state budget, Judicial shall distribute the following funds to the Contractor in the manner indicated:

FY20:

Upon receipt of documents	\$3,750.00
On or about October 15, 2019	\$3,750.00
On or about January 15, 2020	\$3,750.00
<u>On or about April 15, 2020</u>	<u>\$3,750.00</u>
Total Annual Amount:	\$15,000.00

FY21:

Upon receipt of documents	\$3,750.00
On or about October 15, 2020	\$3,750.00
On or about January 15, 2021	\$3,750.00
<u>On or about April 15, 2021</u>	<u>\$3,750.00</u>
Total Annual Amount:	\$15,000.00

Judicial assumes no liability for payment under the terms of this agreement until the Contractor is notified that this Agreement has been approved and a Purchase Order has been issued.

The initial payment for each fiscal year shall be contingent upon receipt and acceptance by the Judicial Branch of the following required documents:

1. Description of Services (see Section 2)

## 2. Budget Narrative (see Section 3)

All subsequent payments shall be made in accordance with the schedule above, except that Judicial reserves the right to withhold payment pending timely receipt of all required documents as noted in the following sections and in accordance with the stated timeframes.

2. The Contractor shall submit to Judicial a description of services, including subcontractor name and service provided, consistent with the intent of Public Act 19-117 within thirty (30) days of execution of this MOU.
3. The Contractor shall submit to Judicial a budget narrative, including fully executed subcontracts for the expenditure of said funds within thirty (30) days of the execution of this MOU. Any transfers between line items shall not exceed five hundred dollars (\$500) or ten percent (10%) of the line item, whichever is less, unless submitted in writing to Judicial. All budget revision requests should be submitted in writing for review by June 1<sup>st</sup>.
4. Funds for each fiscal year, as may be amended per this agreement, shall be expended in accordance with the budget narrative. Any such funds not expended prior to the termination of this agreement, or otherwise reduced by amendment during the fiscal year, must be returned to Judicial within 30 days of the termination or amendment of the agreement. Funds not expended prior to the end of the fiscal year, designated for expenditure, must be returned to Judicial by August 1 following the end of the fiscal year.
5. The Contractor shall submit an annual report that shall include a summary of activities and the number of participants that the program served. A participant shall be defined as all initial participants (unique individuals not counted more than once) who took part in some or all activities offered by the program.
6. The Contractor shall submit to Judicial a Fiscal Expenditure Report on or before January 15<sup>th</sup> and July 15<sup>th</sup> of each contract year. Additional reporting, if requested, on any activities concerning the program shall be submitted within ten (10) days of the request or by a date deemed reasonable by the Judicial Branch.
7. The Contractor shall allow the Judicial Branch access to its books and records related to this MOU upon reasonable notice. The Contractor must retain copies of all receipts, including those for lease payments made under this agreement, for seven (7) years after the agreement has ended.
8. The Contractor shall comply with audit requests related to this MOU by Judicial or the Auditors of Public Accounts.
9. The Contractor agrees to the Judicial Branch standard terms and conditions for contract services attached hereto as Exhibit I and made a part hereof. Exhibit II provides guidelines for the procurement of goods and services, and is incorporated herein by reference.

10. The Contractor agrees not to use the name or logo of the Judicial Branch or include the Judicial Branch in any press or public relations activities, including publications for this program without prior written approval by the Judicial Branch External Affairs, for the duration of the contract term. Upon termination of this agreement, all reference to the Judicial Branch shall be removed from Contractor publications, including but not limited to brochures, websites and reports.
  
11. The Contractor shall provide notification to Judicial of any events of an emergency nature which might impact the operation of the program including but not limited to auto accidents, medical, fire, police or personal incidents/activities.

Except as provided in paragraph 1, this MOU may be changed, amended or modified only by an instrument in writing signed by the duly authorized representatives of both parties.

New Haven Board of Education -  
Barnard Environmental Studies School

STATE OF CONNECTICUT  
JUDICIAL BRANCH

By: \_\_\_\_\_

By: \_\_\_\_\_

Duly Authorized

Cortez G. White, Director  
Materials Management

\_\_\_\_\_

Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit I  
PROFESSIONAL SERVICES  
TERMS AND CONDITIONS A - AT

- A. Entire Agreement - The terms and conditions of this MOU constitute the entire agreement between the parties hereto and supersede all previous agreements, promises or representations whether written or oral. The contract resulting from this MOU may not be changed, altered or modified except by an instrument in writing signed by a duly authorized representative of both parties.
- B. Acceptance - The Contractor agrees to and accepts the terms and conditions stated herein.
- C. Payment Terms - Payment for services provided to the Judicial Branch are net 45 days upon receipt of invoice unless otherwise agreed to in writing by both parties.
- D. Tax Exempt - The Judicial Branch is exempt from Connecticut Sales Tax under General Statutes section 12-412, Federal Excise Taxes and the provisions of the Federal Robinson-Patman Act.
- E. Applicable Law - The Contractor shall comply with all Federal, State and local laws, standards and regulations applicable to Contractor's facility and the services being provided under this contract. The Contractor shall defend and save the Judicial Branch harmless against any actions or claims brought against it for losses, costs or damages by reason of actual or alleged infringements of letter of patent and/or copyright.
- F. Contractor Default / Cancellation - Any other provision of this Agreement notwithstanding, if the Contractor becomes financially unstable, breaches or otherwise fails to comply with any of the terms, provisions or conditions of this Agreement or in any of the Exhibits or Amendments which are part of this Agreement, the Judicial Branch may elect to pursue any one or more of the following remedies in any combination or sequence:
- seek damages.
  - withhold or reduce payment(s) until the breach is resolved to the satisfaction of the Judicial Branch.
  - require the Contractor to correct or cure the breach to the satisfaction of the Judicial Branch.
  - suspend the execution of all or part of the services.
  - require that unexpended or improperly expended funds be returned to the Judicial Branch.
  - recoup any money owed to the Judicial Branch from any future payments owing under this Agreement or any other Agreement between the Judicial Branch and the Contractor.
  - assign appropriate state personnel to fulfill the Contractor's obligations under this Agreement until such time as the Contractor's breaches have been corrected to the satisfaction of the Judicial Branch.
  - require that Agreement funding be expended by the Contractor to enter a subcontractual arrangement with a person, persons or agency designated by the Judicial Branch to fulfill the Contractor's obligations under this agreement.

- cancel this Agreement effective upon a date specified in a written notice delivered to the Contractor;
- take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State of Connecticut Judicial Branch, or the program, along with any other remedies provided by law, including, but not limited to, procuring services from other sources and charging the Contractor any excess costs incurred or damages occasioned thereby;
- any combination of the above actions.

Prior to invoking any of the remedies for financial instability, breach and/or noncompliance specified in this paragraph, the Judicial Branch shall notify the Contractor in writing of the facts and circumstances constituting same and proposed remedies, if any. Within ten (10) business days of receipt of this notice, the Contractor shall correct such financial instability, breach and/or noncompliance to the satisfaction of the Judicial Branch and submit written documentation of the correction to the Branch. If the Judicial Branch finds that the financial instability, breach and/or noncompliance has not been corrected to its satisfaction, it shall provide written notice to the Contractor of the continuing financial instability, breach and/or noncompliance and may immediately or at any time thereafter invoke any or all remedies set forth in this paragraph.

- G. Claims and Controversies - Any controversy or claim arising out of this Agreement shall be construed and interpreted in accordance with applicable State of Connecticut and federal law. This provision shall not be deemed to be a waiver of sovereign immunity. The Contractor shall notify the Judicial Branch of any claim or controversy brought against it by any person or entity during the term of this agreement.
- H. Performance Standards - The Contractor agrees that all services shall be performed with skill and professional competence in accordance with the terms and conditions of this contract.
- I. Evaluations - The Judicial Branch reserves the right to inspect, monitor or otherwise evaluate the work being performed under this contract. The Contractor agrees to cooperate with the Judicial Branch in the monitoring and evaluation of services, which shall include, but not be limited to, providing reasonable access to and use of Contractor's facility for such purposes.
- J. Delay - If services are not provided within the time specified or within a reasonable time, if no time is specified, the Judicial Branch may exercise its options as outlined in Paragraph F herein.
- K. Contingencies - Neither party hereto shall be liable to the other for breach or delay in delivering or accepting services hereunder if such breach or delay is caused by fire, strike, riot, war, Acts of God, delay of carriers, governmental order or regulation or other contingency beyond the reasonable control of the respective parties. The Contractor shall give notice to the Judicial Branch of any such unavoidable delays or breaches.

- L. Non-Waiver - Failure of the Judicial Branch to insist upon strict performance of any terms and conditions herein shall not be deemed a waiver of any rights or remedies the Judicial Branch may have, nor deemed a waiver of any rights or remedies the Judicial Branch may have for any subsequent breach and/or noncompliance.
- M. Equal Opportunity - The Judicial Branch of the State of Connecticut is an Equal Opportunity employer and purchaser. No employee or applicant for employment or vendor will be discriminated against because of race, color, religious creed, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, age, present or past history of mental disorder, intellectual disability, mental disability, learning disability or physical disability including, but not limited to, blindness or veteran's status.
- N. Civil Rights Agreement - Federal civil rights laws applicable to agencies that receive Judicial Branch financial assistance from the U.S. Department of Justice must not discriminate in the delivery of programs, services or in their employment practices in any program or activity on the basis of actual or perceived race, color, national origin, physical or mental disability, age, religion or sex, or sexual orientation or gender identity, in compliance with Title VI of the Civil Rights Act of 1964, as amended, The Omnibus Crime Control and Safe Streets Act of 1968, (34 U.S.C. § 10228 (c)), Section 504 of the Federal Rehabilitation Act of 1973, as amended, Subtitle A, Title II of the American with Disabilities Act of 1990; Title IX of the Education Amendments Act of 1972, The Victims of Crime Act of 1984, the grant condition set out at section 40002 (b) (13) in the Violence Against Women Act of 1994, as amended, the Age Discrimination Act of 1975, and their U.S. Department of Justice implementing regulations 28 CFR Part 42, Subparts C, D, E, G and I, and Part 54, Department of Justice regulations on disability discrimination (28 C.F.R. part 38) and section 299A (b) of the Juvenile Justice and Delinquency Prevention Act of 2002. In accordance with Federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Federal law (Executive Order 13279 and 13559 and its U.S. Department of Justice implementing regulations 28 CFR part 38) also prohibits grant making agencies from discriminating either in favor of or against faith-based organizations in awarding Federal financial assistance and entities that receive direct Federal funding may not engage in explicitly religious activities in the federally funded program. If organizations conduct explicitly religious activities, those activities must be conducted separate in time or location from the federally funded program or service, and participation by beneficiaries must be voluntary. Recipients may not discriminate against prospective or actual beneficiaries on the basis of religion or religious belief.

Further, all subrecipients of Federal Funds under a State of Connecticut Judicial Branch program are required to have policies and procedures for responding to discrimination complaints from its employees and clients, customers, program participants or consumers. Subrecipient policies and procedures shall be made available to the Judicial Branch upon request.

- (a) (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 such 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 on Human Rights and Opportunities (hereinafter, Commission); (3) 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, advising the labor union or workers' representative of the Contractor's commitments under General Statutes section 4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor agrees to comply with each provision of General Statutes sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to General Statutes sections 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) The Contractor agrees to provide the Commission on Human Rights and Opportunities and the Judicial Branch with such information requested by them, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of General Statutes sections 4a-60 and 46a-56.

(b) If the contract is a public works contract, municipal public works contract or a 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 project.

(c) (1) Any contractor who has one or more contracts with the Judicial Branch that is valued at less than fifty thousand dollars for each year of the contract shall provide the Judicial Branch with a written or electronic representation that complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above, provided if there is any change in such representation, the contractor shall provide the updated representation to the Judicial Branch not later than thirty days after such change.

(2) Any contractor who has one or more contracts with the Judicial Branch that is valued at fifty thousand dollars or more for any year of the contract shall provide the Judicial Branch with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above (see Exhibit J);

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor, if (i) the prior resolution is certified by a duly authorized corporate officer of such Contractor to be in effect on the date the documentation is submitted, and (ii) the Chief Court Administrator, or his or her designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Contractor complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above and is in effect on the date the affidavit is signed (See Exhibit J).

(3) The Judicial Branch is prohibited from awarding a contract to a contractor who has not provided the representation or documentation required under Paragraph N(c)(1) and N(c)(2) above, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the Judicial Branch, whichever is earlier. Such contractor shall also certify, in accordance with Paragraph N(c)(2)(B) or N(c)(2)(C) above, to the Judicial Branch, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the Judicial Branch is current and accurate.

(d) For the purposes of this Paragraph, "contract" includes any extension or modification of the contract, "Contractor" includes any successors or assigns of the Contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this Paragraph, "contract" does 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, as defined in General Statutes

section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in Paragraph N(d)(1), N(d)(2), N(d)(3) or N(d)(4) above.

(e) For the purposes of this Paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 General Statutes section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

(f) 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.

(g) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(h) The Contractor shall include the provisions of Paragraph N(a) and N(b) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the Judicial Branch 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 General Statutes section 46a-56; 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.

- O. Non-discrimination Regarding Sexual Orientation - (a) (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 of 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 (hereinafter, Commission) advising the labor union or workers' representative of the Contractor's commitments under General Statutes section 4a-60a 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 General Statutes section 4a-60a and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the General Statutes; and (4) The Contractor agrees to provide the Commission 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 sections 4a-60a and 46a-56 of the General Statutes.

(b) (1) Any contractor who has one or more contracts with the Judicial Branch that is valued at less than fifty thousand dollars for each year of the contract shall provide the Judicial Branch with a written representation that complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above.

(2) Any contractor who has one or more contracts with the Judicial Branch that is valued at fifty thousand dollars or more for any year of the contract shall provide the Judicial Branch with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above (See Exhibit J);

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor, if (i) the prior resolution is certified by a duly authorized corporate officer of such Contractor to be in effect on the date the documentation is submitted, and (ii) the Chief Court Administrator, or his or her designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Contractor complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above and is in effect on the date the affidavit is signed (See Exhibit J).

(3) The Judicial Branch is prohibited from awarding a contract to a contractor who has not provided the representation or documentation required under Paragraph O(b)(1) and O(b)(2) above, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the

information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the Judicial Branch, whichever is earlier. Such contractor shall also certify, in accordance with Paragraph O(b)(2)(B) or O(b)(2)(C) above, to the Judicial Branch, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the Judicial Branch is current and accurate.

(c) For the purposes of this Paragraph, "contract" includes any extension or modification of the contract, and "Contractor" includes any successors or assigns of the Contractor. For the purposes of this Paragraph, "contract" does 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, and (2) any other state, as defined in General Statutes section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

(d) The Contractor shall include the provisions of Paragraph O(a) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the Judicial Branch 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 General Statutes section 46a-56; 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.

P. **Americans With Disabilities Act of 1990** - This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USC section 12101-12189 and sections 12201-12213) (Supp. 1993); 47 USC sections 225, 611 (Supp. 1993). During the term of the contract, 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 will 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 Act.

Where applicable, the Contractor agrees to abide by the provisions of section 504 of the federal Rehabilitation Act of 1973, as amended, 29 USC section 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

Q. **Governing Law** - This contract and any resulting purchase order shall be governed by and construed in accordance with the laws of the State of Connecticut.

- R. Termination - This contract may be terminated by the Judicial Branch without cause upon 30 days written notice to the Contractor, or for cause without prior notice to the Contractor if the Judicial Branch deems that such termination is in the best interests of the state. In the event of termination, all monies due shall be prorated against the value of services accepted by the Judicial Branch. Notwithstanding the foregoing, cancellation due to the Contractor's breach is governed by Paragraph F herein.
- S. Intentionally Omitted
- T. Contract Price - Prices must remain firm during the contract period except that reasonable increases may be authorized during any extension of the initial contract period. Price reductions may be taken at any time. Price increases shall not be granted unless specifically allowed for in this contract and described in a document signed by both parties. Reasonable requests for price increases pertaining to an extension of the contract period will be considered at the time of such extension.
- U. Contract Amendments - Any changes to the Agreement will be made in the form of a written amendment signed by both parties.
- V. No Joint Venture - Nothing contained in this contract shall be construed as creating a joint venture, partnership or employment relationship among the parties hereto, nor shall any party have the right, power or authority to create any obligation or duty, express or implied, on behalf of any other party.
- W. Subcontractors - The Contractor shall not subcontract for any of the services required under this contract without notification to the Judicial Branch. Subcontractors shall be bound by all the terms and conditions of this contract. Subcontractors shall not relieve the prime Contractor(s) of its responsibilities under this contract. The Judicial Branch reserves the right to approve or reject any and all subcontractors and/or subcontractor agreements.
- X. Indemnification  
(a) The Contractor shall indemnify, defend and hold the State of Connecticut ("State") and/or the Judicial Branch, their agents, employees, public officials and representatives harmless from and against any and all (1) Claims, causes of action, demands for damages or liabilities of any kind, including the reasonable costs to defend such actions regardless of whether such action is successful or not, brought by any person or entity whatsoever, arising, directly or indirectly, from any act, error or omission (collectively, the "Acts") of the Contractor, its officers, directors, principals, agents, employees and representatives and any of Contractor's subcontractors and the officers, directors, principals, agents, employees and representatives of such subcontractors; 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 Acts. The Contractor shall use counsel reasonably acceptable to the State and/or the Judicial Branch in carrying out its obligations under this paragraph. The Contractor's obligations under this paragraph to indemnify, defend and hold harmless includes Claims concerning confidentiality of any part of or all of the Proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-

copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.

(b) The Contractor shall reimburse the State and/or the Judicial Branch for any and all damages to the real or personal property of the State and/or the Judicial Branch caused by the Acts of the Contractor, its officers, directors, principals, agents, employees and representatives and any of Contractor's subcontractors and the officers, directors, principals, agents, employees and representatives of such subcontractors. The State and/ or the Judicial Branch shall give the Contractor reasonable notice of any such Claims.

(c) The Contractor's duties under this paragraph 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 and/ or the Judicial Branch is alleged, or is found, to have contributed to the Acts giving rise to the Claims.

(d) The rights provided in this paragraph for the benefit of the State and/or the Judicial Branch shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(e) This paragraph shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

(f) For purposes of this paragraph, "Claim" shall include all actions, suits, demands, investigations and proceedings of any kind, open, pending or threatened, whether matured, unmatured, contingent, known or unknown, at law or in equity, in any forum.

Y. **Notice of Litigation** - The Contractor agrees to notify the Judicial Branch if the Contractor is, or has a reasonable cause to expect to be, subject to litigation which might adversely affect the Contractor's ability to perform the agreed services or affect the Contractor's financial capacity.

The Contractor shall provide written notice to the Judicial Branch of any final decision by any tribunal, arbitrator or arbitration panel, or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise of claim or agreement of any kind for any action or proceeding brought against the Contractor or its employees or agents.

Z. **Ownership of Subsequent Products** - Any product, in whatever state of completion and whether acceptable or unacceptable, developed, specially ordered or commissioned under a contract awarded as a result of this MOU, shall be the sole property of the Judicial Branch. The Contractor agrees that work performed under this contract is a "work made for hire" and that the Judicial Branch shall be the sole and exclusive owner and copyright proprietor of all rights, title and interest in and to the work.

If for any reason the work does not constitute a "work made for hire" under applicable law, the Contractor agrees to irrevocably transfer and assign to the Judicial Branch ownership of the entire right, title and interest in and to the work and all rights associated with copyrights. Contractor agrees to execute all papers

and to perform such other proper acts as the Judicial Branch may deem necessary to secure for the Judicial Branch the rights herein assigned.

- AA. Prohibition Against Assignment - The Contractor shall not transfer, pledge or otherwise assign this contract or any rights or responsibilities hereunder, to any third party without prior written consent from the Judicial Branch.
- AB. Copyrights - The Contractor shall not distribute any materials under this contract containing the copyrighted works of others without the written consent of the copyright holder. The Contractor shall obtain any necessary authorization(s) for usage of any such third-party materials.

For pre-existing works of authorship in which the Contractor holds a copyright interest, the Contractor agrees to grant the Judicial Branch a perpetual royalty-free, non-exclusive right and license to produce, reproduce, publish, distribute or otherwise use, and to authorize others to use for any governmental or public purpose, any materials prepared, created or distributed for use in the performance of this contract.

Unless otherwise indicated, the State of Connecticut Judicial Branch retains exclusive rights to ownership in its copyrighted protected works. All rights are reserved and any reproduction, adaptation, distribution, dissemination or making available of such copyrighted works is strictly prohibited unless prior written authorization is obtained from the Judicial Branch.

- AC. Record Keeping and Access - The Contractor shall maintain books, records, documents, programs and individual service records and other evidence of its accounting and billing procedures and practices, which sufficiently and properly reflect all direct, allocable as direct and administrative and general costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or applicable Federal agencies. The Contractor shall retain all such books, records and other financial program and individual service documents concerning this contract for a period of three (3) years after each completed audit, or if no audit is conducted, for a period of five (5) years.
- AD. Safeguarding Client Information - The Contractor agrees to safeguard the use and disclosure of information concerning all applicants for and all clients who receive service under this contract in accordance with all applicable Federal and State laws concerning confidentiality. The Contractor also agrees to follow the Chief Court Administrator policy adopted in accordance with General Statutes section 51-36a, regarding the access and disclosure of Judicial Branch records which are confidential pursuant to statute (available upon request). Any Contractor considered a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), agrees to follow HIPAA's privacy regulations governing the use of protected health information. In order to ensure the security and confidentiality of client data transmitted via email, the Contractor will not transmit client data in PDF files through unsecured email accounts, and will not utilize any free or unsecured email services for the transmission of client records and/or information. The



Contractor is solely responsible for any disclosure of information in violation of Federal and State law by it, its employees and agents. Upon termination of this contract, whether for cause or otherwise, the Contractor agrees to dispose of all client records in a manner determined by the Judicial Branch.

AE. Confidentiality of Records and Computer Files - The Contractor agrees on behalf of the Contractor and the Contractor's principals, employees, agents, heirs, successors and assigns that (1) they may only access such Judicial Branch data, files, records, computers or other systems, as specifically set forth herein, and as are necessary for the performance of the Contractor's duties under this Judicial Branch contract, if any, and (2) they may only disclose, advertise, advertise for sale, sell or rent in any form or use any information obtained or created from, or by the work performed, pursuant to this Judicial Branch contract as specifically set forth in this contract. The Contractor shall take such reasonable actions as are necessary to protect the confidentiality of Judicial Branch records and computer files including, at a minimum, instructing each person assigned to work under this contract on the Contractor's behalf of the prohibition to access, use or disclose information not specifically authorized by this contract.

Any claim, harm or alleged harm, injury or alleged injury, resulting from the unauthorized use or unauthorized disclosure of such information obtained by the Contractor and/or the Contractor's principals, employees, agents, heirs, successors and assigns from work performed pursuant to this Judicial Branch contract, shall subject the Contractor to the indemnification provisions of this contract in addition to all other rights and remedies available to the Judicial Branch pursuant to this contract and law.

AF. Notice of Adverse Findings of Discrimination - Contractors that receive United States Department of Justice funds shall submit directly to the U.S. Department of Justice and the Judicial Branch notice of any adverse findings of discrimination issued within the past three years after the opportunity for a due process hearing by any State or Federal administrative agency or court. Submissions under this provision should be forwarded to: U.S. Department of Justice Programs, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Washington, DC 20531 and the Materials Management Unit, the Judicial Branch of the State of Connecticut, 90 Washington Street, Hartford, CT 06106.

AG. Prohibited Interest - The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment or modification of this Agreement, or to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

AH. Lobbying Activities - Unless otherwise specifically required by this Agreement, the Contractor certifies that no state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of Congress or of the

Connecticut General Assembly, an officer or employee of Congress or the Connecticut General Assembly, in connection with the making of any Federal or State grant, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal or State grant or cooperative agreement.

If this Agreement or a subsequent amendment to this Agreement involves a federal grant or cooperative agreement (as defined at 28 CFR Part 69) of over \$100,000, the Contractor further certifies that:

- a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - I.L.L. "Disclosure of Lobbying Activities," in accordance with its instructions; and
- b. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

AI. **Suspension or Debarment** - Signature on this Agreement certifies that the Contractor or any person (including subcontractors) involved in the administration of state or federal funds:

- a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. Has not within a three-year period preceding this application been convicted of, 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; 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;
- c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) above;
- d. Has not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

There shall be an ongoing duty on the part of the Contractor to update any changes to the above paragraphs throughout the term of this Agreement.

- AJ. Contractor Recording of Private Telephonic Communication - The Contractor certifies that if it records telephone communications that it will do so only in compliance with Connecticut General Statutes section 52-570d- Action for illegal recording of private telephonic communications. With limited exceptions, section 52-570d prohibits the recording of private oral telephonic conversations without the prior consent of all parties to the conversation, verbal notice of the recording at the start of the conversation (with such notice as part of the recording), or an automatic tone warning device which repeats at intervals of approximately every fifteen seconds.
- AK. Criminal Investigations - Subject to constitutional limitation, it is a requirement of this contract that the Contractors, its officers, directors, principals, agents, employees and representatives and any subcontractors and such subcontracting officers, directors, principals, agents, employees and representatives, cooperate to the fullest extent possible with any and all investigations being conducted by federal, state and/or local law enforcement officials and/or the Judicial Branch.
- AL. Compliance with Federal Limited English Proficiency (LEP) Requirements - Under Title VI and its implementing regulations, all Judicial Branch Contractors and subcontractors are required to take reasonable steps to ensure meaningful access to their programs and activities by limited English proficient (LEP) clients. Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English can be limited English proficient or (LEP), entitled to language assistance with respect to a particular type of service, benefit or encounter.

Contractor agrees to comply with Federal requirements under Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d, et seq., Title VI Regulations, and the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §10228 (c) (the "Safe Streets Act"), and the Victims of Crime Act, 34 U.S.C. §20110 (e), prohibiting discrimination based on national origin to ensure access to those with limited English proficiency. Contractor also agrees that it and its subcontractors will attend any LEP training session(s) required by the Judicial Branch.

- AM. Prohibitions for Large State Contractors - No person who (1) is, or is seeking to be, prequalified under General Statutes section 4a-100, (2) is a party to a large state construction or procurement contract, as that term is defined in General Statutes section 1-101mm, or is seeking to enter into such contract with the Judicial Branch, a state agency, board, commission or institution or (3) is a party to a consultant services contract or is seeking to enter into such contract with the Judicial Branch, a state agency, board, commission or institution, shall:
- a. With the intent to obtain a competitive advantage over other bidders, solicit any information from a public official or state employee that the contractor knows is not and will not be available to other bidders for a large state construction or procurement contract that the contractor is seeking;
  - b. Intentionally, willfully or with reckless disregard for the truth, charge the Judicial Branch, a state agency, board, commission or institution or quasi-

public agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price without authorization and falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or unreasonable or unsubstantiated prices for goods to the Judicial Branch, a state agency, board, commission or institution or quasi-public agency;

- c. Intentionally or willfully violate or attempt to circumvent state competitive bidding and ethics laws; or
- d. With the intent to unduly influence the award of a state contract, provide or direct another person to provide information concerning the donation of goods and services to a state agency or quasi-public agency, to the procurement staff of any state agency or quasi-public agency or a member of a bid selection committee.

Pursuant to General Statutes section 1-101nn, any person who is found in violation of any provision of this section by the Office of State Ethics may be deemed a nonresponsible bidder.

AN. **Consultant Prohibitions** - No person with whom the Judicial Branch, a state agency, board, commission or institution or quasi-public agency has contracted to provide consulting services to plan for specifications for any contract and no business with which the person is associated may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract or serve as a subcontractor or consultant to the person awarded such contract. Pursuant to Connecticut General Statutes section 1-101nn, any person who is found in violation of this paragraph by the Office of State Ethics may be deemed a nonresponsible bidder.

AO. **Audit Requirements** - As applicable, the Contractor is subject to Federal single audit requirements pursuant to the **Uniform Guidance for Federal Awards** and State Single Audit requirements pursuant to **General Statutes sections 4-230 to 4-236** inclusive and to applicable regulations. Contractors exempt from the provisions of these acts may be required to submit to an audit at a time and in a manner prescribed by the Judicial Branch and at the expense of the Judicial Branch.

AP. **Maintenance Of Contractor Insurance Required** - The Contractor agrees that during the entire term of this agreement, it will carry sufficient liability and / or other insurance and will maintain that coverage in full force and effect for the duration of the agreement term, including any and all amendments or extensions thereof. The State of Connecticut Judicial Branch must be named as an additional insured, as its interest may appear, and must also be named as a certificate holder on all certificates of insurance required under this agreement. All insurance coverage must be obtained at the Contractor's sole expense. The Contractor shall annually provide the Judicial Branch with an updated certificate of insurance, no less than ten days prior to the expiration date of the insurance then in effect. The Contractor shall also provide the Judicial Branch with at least 10 days written notice prior to the cancellation, nonrenewal, revocation, amendment of or any material change in the

required insurance coverage. The following minimum coverage amounts must be maintained:

A.	Worker's Compensation	CT Statutory Coverage required
B.	Automobile Liability	\$1,000,000.00 (where applicable)
C.	General Liability	\$1,000,000.00
D.	Professional Liability	\$1,000,000.00 (where applicable)

AQ. Notice of Consulting Affidavit Requirements - Section 4a-81 of the Connecticut General Statutes (the "Act") requires that this solicitation include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, bidders are notified as follows:

(a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the affidavit described in paragraph AQ(b) below (see Exhibit A).

(b) (1) Any principal or key personnel of a person, firm or corporation who submit bids or proposals for a contract described in paragraph AQ(a) above shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with any such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of a state or quasi-public agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the following information for each consulting agreement listed: The name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) After the initial submission of such affidavit, the principal or key personnel of the person, firm or corporation shall not be required to resubmit such affidavit unless there is a change in the information contained in such affidavit. If there is any change in the information contained in the most recently filed affidavit required under this paragraph, the principal or key personnel of a person, firm or corporation who submit bids or proposals for a contract described in paragraph AQ(a) above shall

submit an updated affidavit either (A) not later than thirty days after the effective date of any such change, or (B) upon the submittal of any new bid or proposal, whichever is earlier.

(c) In the event that a bidder or vendor refuses to submit the affidavit required under paragraph AQ(b) above, such bidder or vendor shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

AR. Gift Certification - Section 4-252 (the "Statute") of the Connecticut General Statutes requires that the Request for Proposal or Request for Quotation, of which these Terms and Conditions are a part, include a notice of the bidder certification requirements described in the Statute. Accordingly, pursuant to the Statute, bidders are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this paragraph shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written or electronic certifications described in this paragraph (see Exhibit D). Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification either (1) not later than thirty days after the effective date of any such change, or (2) upon the submittal of any new bid or proposal for a large state contract, whichever is earlier. Such person shall also submit to the state agency or quasi-public agency an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

(c) The official or employee of such state agency or quasi-public agency who is authorized to execute state contracts shall certify that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

(d) Any principal or key personnel of the person, firm or corporation submitting a bid for a large state contract shall certify:

(1) That no gifts were by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participate substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state

contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made is submitting bids or proposals without fraud or collusion with any person.

(e) Any bidder or proposer that does not make the certification required under paragraph AR(d) above shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

AS. **Iran Certification** – Section 4-252a of the Connecticut General Statutes (the "Act" for the purposes of this Paragraph) requires that the Request for Proposal or Request for Quotation, of which these Terms and Conditions are a part, include a notice of the bidder certification requirements described in the Act. Accordingly, bidders are notified as follows:

(a) For the purposes of this Paragraph, the terms "state agency" and "quasi-public agency" shall have the same meanings as provided in section 1-79 of the General Statutes, "large state contract," has the same meaning as provided in section 4-250 of the General Statutes and "entity" means any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States, but excludes any United States subsidiary of a foreign corporation.

(b) No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any entity who (1) has failed to submit a written certification indicating whether or not such entity has made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or has increased or renewed such investment on or after said date, or (2) has submitted a written certification indicating that such entity has made such an investment on or after October 1, 2013, or has increased or renewed such an investment on or after said date. Each such certification shall be sworn as true to the best knowledge and belief of the entity signing the certification, subject to the penalties of false statement.

(c) Prior to submitting a bid or proposal for a large state contract, each bidder or proposer who is an entity shall submit a certification (see Exhibit L) that such bidder or proposer has or has not made an investment as described in Paragraph AS(b) above.

(d) Any entity who makes a good faith effort to determine whether such entity has made an investment described in Paragraph AS(b) above shall not be subject to the penalties of false statement pursuant to this Paragraph. A "good faith effort" for purposes of this subsection includes a determination that such entity is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this Paragraph shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the contract.

AT. Prison Rape Elimination Act (PREA) - The Contractor /Provider shall comply with the United States Department of Justice Final Rule for National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act of 2003 (PREA) 34 U.S.C. § 30301, et seq., including its provisions for Zero Tolerance and employee training. Effective August 1, 2013, any unit of the state or any political subdivision of the state that contracts for or otherwise incarcerates or detains adult or juvenile offenders, shall adopt and comply with applicable PREA Community Confinement, Lockup, and Juvenile Facility Standards with regard to sexual abuse and sexual harassment in lockups, community confinement facilities, and juvenile facilities.



Exhibit II  
Procurement Standards

Recommended Contractor Procurement Standards

All goods, services, contracts or lease agreements obtained by the Contractor or its subcontractor under this Agreement should be by a competitive procurement process. For a good, service, contract or lease that costs between \$2,500 and \$9,999.99, the Contractor and/or subcontractor should obtain a minimum of three written quotes from qualified vendors prior to a commitment.

Required Contractor Procurement Standards

Purchases in excess of \$10,000 or more require three written bids obtained through an advertised, sealed bid process, which shall include a public bid opening. Notice of the bid must be placed in at least one statewide newspaper, at least 5 days before the published date for the submission of bids. Documentation of the procurement process employed must be maintained by the Contractor in accordance with section (7) of the MOU. Technical assistance in complying with these standards can be obtained by contacting the Judicial Branch Purchasing office at 860-706-5200.

**Memorandum of Understanding #8181-125  
Between The State of Connecticut Judicial Branch  
and New Haven Board of Education – Brennen-Rogers School of  
Communication and Media for FY 2020 and FY 2021**

This Memorandum of Understanding (hereinafter, "MOU") is entered into as of the last date executed below by and between the Judicial Branch (hereinafter, Judicial) and New Haven Board of Education – Brennen-Rogers School of Communication and Media (hereinafter, Contractor).

**WHEREAS**, Public Act 19-117 provided funding through a line item in the Judicial budget for the Contractor for Fiscal Year 2020 and again for Fiscal Year 2021 for Youth Services Prevention Programs; and

**WHEREAS**, Judicial and the Contractor seek to set forth the terms and conditions for the expenditure of said funds;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises set forth in this MOU, the parties hereto mutually agree as follows:

1. To the extent that the funds budgeted for the Contractor are appropriated and allotted to Judicial for the purposes set out in this MOU, and subject to any future rescission or reduction of such appropriated or allocated funds, or changes to annualized funding adopted as part of the state budget, Judicial shall distribute the following funds to the Contractor in the manner indicated:

FY20:

Upon receipt of documents	\$3,750.00
On or about October 15, 2019	\$3,750.00
On or about January 15, 2020	\$3,750.00
<u>On or about April 15, 2020</u>	<u>\$3,750.00</u>
Total Annual Amount:	\$15,000.00

FY21:

Upon receipt of documents	\$3,750.00
On or about October 15, 2020	\$3,750.00
On or about January 15, 2021	\$3,750.00
<u>On or about April 15, 2021</u>	<u>\$3,750.00</u>
Total Annual Amount:	\$15,000.00

Judicial assumes no liability for payment under the terms of this agreement until the Contractor is notified that this Agreement has been approved and a Purchase Order has been issued.

The initial payment for each fiscal year shall be contingent upon receipt and acceptance by the Judicial Branch of the following required documents:

1. Description of Services (see Section 2)

## 2. Budget Narrative (see Section 3)

All subsequent payments shall be made in accordance with the schedule above, except that Judicial reserves the right to withhold payment pending timely receipt of all required documents as noted in the following sections and in accordance with the stated timeframes.

2. The Contractor shall submit to Judicial a description of services, including subcontractor name and service provided, consistent with the intent of Public Act 19-117 within thirty (30) days of execution of this MOU.
3. The Contractor shall submit to Judicial a budget narrative, including fully executed subcontracts for the expenditure of said funds within thirty (30) days of the execution of this MOU. Any transfers between line items shall not exceed five hundred dollars (\$500) or ten percent (10%) of the line item, whichever is less, unless submitted in writing to Judicial. All budget revision requests should be submitted in writing for review by June 1<sup>st</sup>.
4. Funds for each fiscal year, as may be amended per this agreement, shall be expended in accordance with the budget narrative. Any such funds not expended prior to the termination of this agreement, or otherwise reduced by amendment during the fiscal year, must be returned to Judicial within 30 days of the termination or amendment of the agreement. Funds not expended prior to the end of the fiscal year, designated for expenditure, must be returned to Judicial by August 1 following the end of the fiscal year.
5. The Contractor shall submit an annual report that shall include a summary of activities and the number of participants that the program served. A participant shall be defined as all initial participants (unique individuals not counted more than once) who took part in some or all activities offered by the program.
6. The Contractor shall submit to Judicial a Fiscal Expenditure Report on or before January 15<sup>th</sup> and July 15<sup>th</sup> of each contract year. Additional reporting, if requested, on any activities concerning the program shall be submitted within ten (10) days of the request or by a date deemed reasonable by the Judicial Branch.
7. The Contractor shall allow the Judicial Branch access to its books and records related to this MOU upon reasonable notice. The Contractor must retain copies of all receipts, including those for lease payments made under this agreement, for seven (7) years after the agreement has ended.
8. The Contractor shall comply with audit requests related to this MOU by Judicial or the Auditors of Public Accounts.
9. The Contractor agrees to the Judicial Branch standard terms and conditions for contract services attached hereto as Exhibit I and made a part hereof. Exhibit II provides guidelines for the procurement of goods and services, and is incorporated herein by reference.

10. The Contractor agrees not to use the name or logo of the Judicial Branch or include the Judicial Branch in any press or public relations activities, including publications for this program without prior written approval by the Judicial Branch External Affairs, for the duration of the contract term. Upon termination of this agreement, all reference to the Judicial Branch shall be removed from Contractor publications, including but not limited to brochures, websites and reports.
  
11. The Contractor shall provide notification to Judicial of any events of an emergency nature which might impact the operation of the program including but not limited to auto accidents, medical, fire, police or personal incidents/activities.

Except as provided in paragraph 1, this MOU may be changed, amended or modified only by an instrument in writing signed by the duly authorized representatives of both parties.

New Haven Board of Education -  
 Brennen-Rogers School of Communication and Media

STATE OF CONNECTICUT  
 JUDICIAL BRANCH

By: \_\_\_\_\_  
 Duly Authorized

By: \_\_\_\_\_  
 Cortez G. White, Director  
 Materials Management

\_\_\_\_\_  
 Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit I  
PROFESSIONAL SERVICES  
TERMS AND CONDITIONS A - AT

- A. Entire Agreement - The terms and conditions of this MOU constitute the entire agreement between the parties hereto and supersede all previous agreements, promises or representations whether written or oral. The contract resulting from this MOU may not be changed, altered or modified except by an instrument in writing signed by a duly authorized representative of both parties.
- B. Acceptance - The Contractor agrees to and accepts the terms and conditions stated herein.
- C. Payment Terms - Payment for services provided to the Judicial Branch are net 45 days upon receipt of invoice unless otherwise agreed to in writing by both parties.
- D. Tax Exempt - The Judicial Branch is exempt from Connecticut Sales Tax under General Statutes section 12-412, Federal Excise Taxes and the provisions of the Federal Robinson-Patman Act.
- E. Applicable Law - The Contractor shall comply with all Federal, State and local laws, standards and regulations applicable to Contractor's facility and the services being provided under this contract. The Contractor shall defend and save the Judicial Branch harmless against any actions or claims brought against it for losses, costs or damages by reason of actual or alleged infringements of letter of patent and/or copyright.
- F. Contractor Default / Cancellation - Any other provision of this Agreement notwithstanding, if the Contractor becomes financially unstable, breaches or otherwise fails to comply with any of the terms, provisions or conditions of this Agreement or in any of the Exhibits or Amendments which are part of this Agreement, the Judicial Branch may elect to pursue any one or more of the following remedies in any combination or sequence:
- seek damages.
  - withhold or reduce payment(s) until the breach is resolved to the satisfaction of the Judicial Branch.
  - require the Contractor to correct or cure the breach to the satisfaction of the Judicial Branch.
  - suspend the execution of all or part of the services.
  - require that unexpended or improperly expended funds be returned to the Judicial Branch.
  - recoup any money owed to the Judicial Branch from any future payments owing under this Agreement or any other Agreement between the Judicial Branch and the Contractor.
  - assign appropriate state personnel to fulfill the Contractor's obligations under this Agreement until such time as the Contractor's breaches have been corrected to the satisfaction of the Judicial Branch.
  - require that Agreement funding be expended by the Contractor to enter a subcontractual arrangement with a person, persons or agency designated by the Judicial Branch to fulfill the Contractor's obligations under this agreement.

- cancel this Agreement effective upon a date specified in a written notice delivered to the Contractor.
- take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State of Connecticut Judicial Branch, or the program, along with any other remedies provided by law, including, but not limited to, procuring services from other sources and charging the Contractor any excess costs incurred or damages occasioned thereby.
- any combination of the above actions.

Prior to invoking any of the remedies for financial instability, breach and/or noncompliance specified in this paragraph, the Judicial Branch shall notify the Contractor in writing of the facts and circumstances constituting same and proposed remedies, if any. Within ten (10) business days of receipt of this notice, the Contractor shall correct such financial instability, breach and/or noncompliance to the satisfaction of the Judicial Branch and submit written documentation of the correction to the Branch. If the Judicial Branch finds that the financial instability, breach and/or noncompliance has not been corrected to its satisfaction, it shall provide written notice to the Contractor of the continuing financial instability, breach and/or noncompliance and may immediately or at any time thereafter invoke any or all remedies set forth in this paragraph.

- G. Claims and Controversies - Any controversy or claim arising out of this Agreement shall be construed and interpreted in accordance with applicable State of Connecticut and federal law. This provision shall not be deemed to be a waiver of sovereign immunity. The Contractor shall notify the Judicial Branch of any claim or controversy brought against it by any person or entity during the term of this agreement.
- H. Performance Standards - The Contractor agrees that all services shall be performed with skill and professional competence in accordance with the terms and conditions of this contract.
- I. Evaluations - The Judicial Branch reserves the right to inspect, monitor or otherwise evaluate the work being performed under this contract. The Contractor agrees to cooperate with the Judicial Branch in the monitoring and evaluation of services, which shall include, but not be limited to, providing reasonable access to and use of Contractor's facility for such purposes.
- J. Delay - If services are not provided within the time specified or within a reasonable time, if no time is specified, the Judicial Branch may exercise its options as outlined in Paragraph F herein.
- K. Contingencies - Neither party hereto shall be liable to the other for breach or delay in delivering or accepting services hereunder if such breach or delay is caused by fire, strike, riot, war, Acts of God, delay of carriers, governmental order or regulation or other contingency beyond the reasonable control of the respective parties. The Contractor shall give notice to the Judicial Branch of any such unavoidable delays or breaches.

- L. Non-Waiver - Failure of the Judicial Branch to insist upon strict performance of any terms and conditions herein shall not be deemed a waiver of any rights or remedies the Judicial Branch may have, nor deemed a waiver of any rights or remedies the Judicial Branch may have for any subsequent breach and/or noncompliance.
- M. Equal Opportunity - The Judicial Branch of the State of Connecticut is an Equal Opportunity employer and purchaser. No employee or applicant for employment or vendor will be discriminated against because of race, color, religious creed, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, age, present or past history of mental disorder, intellectual disability, mental disability, learning disability or physical disability including, but not limited to, blindness or veteran's status.
- N. Civil Rights Agreement - Federal civil rights laws applicable to agencies that receive Judicial Branch financial assistance from the U.S. Department of Justice must not discriminate in the delivery of programs, services or in their employment practices in any program or activity on the basis of actual or perceived race, color, national origin, physical or mental disability, age, religion or sex, or sexual orientation or gender identity, in compliance with Title VI of the Civil Rights Act of 1964, as amended, The Omnibus Crime Control and Safe Streets Act of 1968, (34 U.S.C. § 10228 (c)), Section 504 of the Federal Rehabilitation Act of 1973, as amended, Subtitle A, Title II of the American with Disabilities Act of 1990; Title IX of the Education Amendments Act of 1972, The Victims of Crime Act of 1984, the grant condition set out at section 40002 (b) (13) in the Violence Against Women Act of 1994, as amended, the Age Discrimination Act of 1975, and their U.S. Department of Justice implementing regulations 28 CFR Part 42, Subparts C, D, E, G and I, and Part 54, Department of Justice regulations on disability discrimination (28 C.F.R. part 38) and section 299A (b) of the Juvenile Justice and Delinquency Prevention Act of 2002. In accordance with Federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Federal law (Executive Order 13279 and 13559 and its U.S. Department of Justice implementing regulations 28 CFR part 38) also prohibits grant making agencies from discriminating either in favor of or against faith-based organizations in awarding Federal financial assistance and entities that receive direct Federal funding may not engage in explicitly religious activities in the federally funded program. If organizations conduct explicitly religious activities, those activities must be conducted separate in time or location from the federally funded program or service, and participation by beneficiaries must be voluntary. Recipients may not discriminate against prospective or actual beneficiaries on the basis of religion or religious belief.

Further, all subrecipients of Federal Funds under a State of Connecticut Judicial Branch program are required to have policies and procedures for responding to discrimination complaints from its employees and clients, customers, program participants or consumers. Subrecipient policies and procedures shall be made available to the Judicial Branch upon request.

- (a) (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 such 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 on Human Rights and Opportunities (hereinafter, Commission); (3) 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, advising the labor union or workers' representative of the Contractor's commitments under General Statutes section 4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor agrees to comply with each provision of General Statutes sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to General Statutes sections 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) The Contractor agrees to provide the Commission on Human Rights and Opportunities and the Judicial Branch with such information requested by them, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of General Statutes sections 4a-60 and 46a-56.

(b) If the contract is a public works contract, municipal public works contract or a 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 project.

(c) (1) Any contractor who has one or more contracts with the Judicial Branch that is valued at less than fifty thousand dollars for each year of the contract shall provide the Judicial Branch with a written or electronic representation that complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above, provided if there is any change in such representation, the contractor shall provide the updated representation to the Judicial Branch not later than thirty days after such change.

(2) Any contractor who has one or more contracts with the Judicial Branch that is valued at fifty thousand dollars or more for any year of the contract shall provide the Judicial Branch with any one of the following:



(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above (see Exhibit J);

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor, if (i) the prior resolution is certified by a duly authorized corporate officer of such Contractor to be in effect on the date the documentation is submitted, and (ii) the Chief Court Administrator, or his or her designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Contractor complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above and is in effect on the date the affidavit is signed (See Exhibit J).

(3) The Judicial Branch is prohibited from awarding a contract to a contractor who has not provided the representation or documentation required under Paragraph N(c)(1) and N(c)(2) above, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the Judicial Branch, whichever is earlier. Such contractor shall also certify, in accordance with Paragraph N(c)(2)(B) or N(c)(2)(C) above, to the Judicial Branch, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the Judicial Branch is current and accurate.

(d) For the purposes of this Paragraph, "contract" includes any extension or modification of the contract, "Contractor" includes any successors or assigns of the Contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this Paragraph, "contract" does 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, as defined in General Statutes

section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in Paragraph N(d)(1), N(d)(2), N(d)(3) or N(d)(4) above.

(e) For the purposes of this Paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 General Statutes section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

(f) 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.

(g) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(h) The Contractor shall include the provisions of Paragraph N(a) and N(b) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the Judicial Branch 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 General Statutes section 46a-56; 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.

- O. **Non-discrimination Regarding Sexual Orientation** - (a) (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 of 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 (hereinafter, Commission) advising the labor union or workers' representative of the Contractor's commitments under General Statutes section 4a-60a 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 General Statutes section 4a-60a and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the General Statutes; and (4) The Contractor agrees to provide the Commission 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 sections 4a-60a and 46a-56 of the General Statutes.

(b) (1) Any contractor who has one or more contracts with the Judicial Branch that is valued at less than fifty thousand dollars for each year of the contract shall provide the Judicial Branch with a written representation that complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above.

(2) Any contractor who has one or more contracts with the Judicial Branch that is valued at fifty thousand dollars or more for any year of the contract shall provide the Judicial Branch with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above (See Exhibit J);

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor, if (i) the prior resolution is certified by a duly authorized corporate officer of such Contractor to be in effect on the date the documentation is submitted, and (ii) the Chief Court Administrator, or his or her designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Contractor complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above and is in effect on the date the affidavit is signed (See Exhibit J).

(3) The Judicial Branch is prohibited from awarding a contract to a contractor who has not provided the representation or documentation required under Paragraph O(b)(1) and O(b)(2) above, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the

information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the Judicial Branch, whichever is earlier. Such contractor shall also certify, in accordance with Paragraph O(b)(2)(B) or O(b)(2)(C) above, to the Judicial Branch, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the Judicial Branch is current and accurate.

(c) For the purposes of this Paragraph, "contract" includes any extension or modification of the contract, and "Contractor" includes any successors or assigns of the Contractor. For the purposes of this Paragraph, "contract" does 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, and (2) any other state, as defined in General Statutes section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

(d) The Contractor shall include the provisions of Paragraph O(a) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the Judicial Branch 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 General Statutes section 46a-56; 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.

P. **Americans With Disabilities Act of 1990** - This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USC section 12101-12189 and sections 12201-12213) (Supp. 1993); 47 USC sections 225, 611 (Supp. 1993). During the term of the contract, 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 will 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 Act.

Where applicable, the Contractor agrees to abide by the provisions of section 504 of the federal Rehabilitation Act of 1973, as amended, 29 USC section 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

Q. **Governing Law** - This contract and any resulting purchase order shall be governed by and construed in accordance with the laws of the State of Connecticut.

- R. Termination - This contract may be terminated by the Judicial Branch without cause upon 30 days written notice to the Contractor, or for cause without prior notice to the Contractor if the Judicial Branch deems that such termination is in the best interests of the state. In the event of termination, all monies due shall be prorated against the value of services accepted by the Judicial Branch. Notwithstanding the foregoing, cancellation due to the Contractor's breach is governed by Paragraph F herein.
- S. Intentionally Omitted
- T. Contract Price - Prices must remain firm during the contract period except that reasonable increases may be authorized during any extension of the initial contract period. Price reductions may be taken at any time. Price increases shall not be granted unless specifically allowed for in this contract and described in a document signed by both parties. Reasonable requests for price increases pertaining to an extension of the contract period will be considered at the time of such extension.
- U. Contract Amendments - Any changes to the Agreement will be made in the form of a written amendment signed by both parties.
- V. No Joint Venture - Nothing contained in this contract shall be construed as creating a joint venture, partnership or employment relationship among the parties hereto, nor shall any party have the right, power or authority to create any obligation or duty, express or implied, on behalf of any other party.
- W. Subcontractors - The Contractor shall not subcontract for any of the services required under this contract without notification to the Judicial Branch. Subcontractors shall be bound by all the terms and conditions of this contract. Subcontractors shall not relieve the prime Contractor(s) of its responsibilities under this contract. The Judicial Branch reserves the right to approve or reject any and all subcontractors and/or subcontractor agreements.
- X. Indemnification  
(a) The Contractor shall indemnify, defend and hold the State of Connecticut ("State") and/or the Judicial Branch, their agents, employees, public officials and representatives harmless from and against any and all (1) Claims, causes of action, demands for damages or liabilities of any kind, including the reasonable costs to defend such actions regardless of whether such action is successful or not, brought by any person or entity whatsoever, arising, directly or indirectly, from any act, error or omission (collectively, the "Acts") of the Contractor, its officers, directors, principals, agents, employees and representatives and any of Contractor's subcontractors and the officers, directors, principals, agents, employees and representatives of such subcontractors; 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 Acts. The Contractor shall use counsel reasonably acceptable to the State and/or the Judicial Branch in carrying out its obligations under this paragraph. The Contractor's obligations under this paragraph to indemnify, defend and hold harmless includes Claims concerning confidentiality of any part of or all of the Proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-

copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.

(b) The Contractor shall reimburse the State and/or the Judicial Branch for any and all damages to the real or personal property of the State and/or the Judicial Branch caused by the Acts of the Contractor, its officers, directors, principals, agents, employees and representatives and any of Contractor's subcontractors and the officers, directors, principals, agents, employees and representatives of such subcontractors. The State and/ or the Judicial Branch shall give the Contractor reasonable notice of any such Claims.

(c) The Contractor's duties under this paragraph 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 and/ or the Judicial Branch is alleged, or is found, to have contributed to the Acts giving rise to the Claims.

(d) The rights provided in this paragraph for the benefit of the State and/or the Judicial Branch shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(e) This paragraph shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

(f) For purposes of this paragraph, "Claim" shall include all actions, suits, demands, investigations and proceedings of any kind, open, pending or threatened, whether matured, unmatured, contingent, known or unknown, at law or in equity, in any forum.

- Y. **Notice of Litigation** - The Contractor agrees to notify the Judicial Branch if the Contractor is, or has a reasonable cause to expect to be, subject to litigation which might adversely affect the Contractor's ability to perform the agreed services or affect the Contractor's financial capacity.

The Contractor shall provide written notice to the Judicial Branch of any final decision by any tribunal, arbitrator or arbitration panel, or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise of claim or agreement of any kind for any action or proceeding brought against the Contractor or its employees or agents.

- Z. **Ownership of Subsequent Products** - Any product, in whatever state of completion and whether acceptable or unacceptable, developed, specially ordered or commissioned under a contract awarded as a result of this MOU, shall be the sole property of the Judicial Branch. The Contractor agrees that work performed under this contract is a "work made for hire" and that the Judicial Branch shall be the sole and exclusive owner and copyright proprietor of all rights, title and interest in and to the work.

If for any reason the work does not constitute a "work made for hire" under applicable law, the Contractor agrees to irrevocably transfer and assign to the Judicial Branch ownership of the entire right, title and interest in and to the work and all rights associated with copyrights. Contractor agrees to execute all papers

and to perform such other proper acts as the Judicial Branch may deem necessary to secure for the Judicial Branch the rights herein assigned.

- AA. Prohibition Against Assignment - The Contractor shall not transfer, pledge or otherwise assign this contract or any rights or responsibilities hereunder, to any third party without prior written consent from the Judicial Branch.
- AB. Copyrights - The Contractor shall not distribute any materials under this contract containing the copyrighted works of others without the written consent of the copyright holder. The Contractor shall obtain any necessary authorization(s) for usage of any such third-party materials.

For pre-existing works of authorship in which the Contractor holds a copyright interest, the Contractor agrees to grant the Judicial Branch a perpetual royalty-free, non-exclusive right and license to produce, reproduce, publish, distribute or otherwise use, and to authorize others to use for any governmental or public purpose, any materials prepared, created or distributed for use in the performance of this contract.

Unless otherwise indicated, the State of Connecticut Judicial Branch retains exclusive rights to ownership in its copyrighted protected works. All rights are reserved and any reproduction, adaptation, distribution, dissemination or making available of such copyrighted works is strictly prohibited unless prior written authorization is obtained from the Judicial Branch.

- AC. Record Keeping and Access - The Contractor shall maintain books, records, documents, programs and individual service records and other evidence of its accounting and billing procedures and practices, which sufficiently and properly reflect all direct, allocable as direct and administrative and general costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or applicable Federal agencies. The Contractor shall retain all such books, records and other financial program and individual service documents concerning this contract for a period of three (3) years after each completed audit, or if no audit is conducted, for a period of five (5) years.
- AD. Safeguarding Client Information - The Contractor agrees to safeguard the use and disclosure of information concerning all applicants for and all clients who receive service under this contract in accordance with all applicable Federal and State laws concerning confidentiality. The Contractor also agrees to follow the Chief Court Administrator policy adopted in accordance with General Statutes section 51-36a, regarding the access and disclosure of Judicial Branch records which are confidential pursuant to statute (available upon request). Any Contractor considered a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), agrees to follow HIPAA's privacy regulations governing the use of protected health information. In order to ensure the security and confidentiality of client data transmitted via email, the Contractor will not transmit client data in PDF files through unsecured email accounts, and will not utilize any free or unsecured email services for the transmission of client records and/or information. The

Contractor is solely responsible for any disclosure of information in violation of Federal and State law by it, its employees and agents. Upon termination of this contract, whether for cause or otherwise, the Contractor agrees to dispose of all client records in a manner determined by the Judicial Branch.

- AE. Confidentiality of Records and Computer Files - The Contractor agrees on behalf of the Contractor and the Contractor's principals, employees, agents, heirs, successors and assigns that (1) they may only access such Judicial Branch data, files, records, computers or other systems, as specifically set forth herein, and as are necessary for the performance of the Contractor's duties under this Judicial Branch contract, if any, and (2) they may only disclose, advertise, advertise for sale, sell or rent in any form or use any information obtained or created from, or by the work performed, pursuant to this Judicial Branch contract as specifically set forth in this contract. The Contractor shall take such reasonable actions as are necessary to protect the confidentiality of Judicial Branch records and computer files including, at a minimum, instructing each person assigned to work under this contract on the Contractor's behalf of the prohibition to access, use or disclose information not specifically authorized by this contract.

Any claim, harm or alleged harm, injury or alleged injury, resulting from the unauthorized use or unauthorized disclosure of such information obtained by the Contractor and/or the Contractor's principals, employees, agents, heirs, successors and assigns from work performed pursuant to this Judicial Branch contract, shall subject the Contractor to the indemnification provisions of this contract in addition to all other rights and remedies available to the Judicial Branch pursuant to this contract and law.

- AF. Notice of Adverse Findings of Discrimination - Contractors that receive United States Department of Justice funds shall submit directly to the U.S. Department of Justice and the Judicial Branch notice of any adverse findings of discrimination issued within the past three years after the opportunity for a due process hearing by any State or Federal administrative agency or court. Submissions under this provision should be forwarded to: U.S. Department of Justice Programs, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Washington, DC 20531 and the Materials Management Unit, the Judicial Branch of the State of Connecticut, 90 Washington Street, Hartford, CT 06106.

- AG. Prohibited Interest - The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment or modification of this Agreement, or to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

- AH. Lobbying Activities - Unless otherwise specifically required by this Agreement, the Contractor certifies that no state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of Congress or of the



Connecticut General Assembly, an officer or employee of Congress or the Connecticut General Assembly, in connection with the making of any Federal or State grant, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal or State grant or cooperative agreement.

If this Agreement or a subsequent amendment to this Agreement involves a federal grant or cooperative agreement (as defined at 28 CFR Part 69) of over \$100,000, the Contractor further certifies that:

- a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL "Disclosure of Lobbying Activities," in accordance with its instructions; and
- b. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

AI. Suspension or Debarment - Signature on this Agreement certifies that the Contractor or any person (including subcontractors) involved in the administration of state or federal funds:

- a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. Has not within a three-year period preceding this application been convicted of, 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; 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;
- c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) above;
- d. Has not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

There shall be an ongoing duty on the part of the Contractor to update any changes to the above paragraphs throughout the term of this Agreement.

- AJ. Contractor Recording of Private Telephonic Communication - The Contractor certifies that if it records telephone communications that it will do so only in compliance with Connecticut General Statutes section 52-570d- Action for illegal recording of private telephonic communications. With limited exceptions, section 52-570d prohibits the recording of private oral telephonic conversations without the prior consent of all parties to the conversation, verbal notice of the recording at the start of the conversation (with such notice as part of the recording), or an automatic tone warning device which repeats at intervals of approximately every fifteen seconds.
- AK. Criminal Investigations - Subject to constitutional limitation, it is a requirement of this contract that the Contractors, its officers, directors, principals, agents, employees and representatives and any subcontractors and such subcontracting officers, directors, principals, agents, employees and representatives, cooperate to the fullest extent possible with any and all investigations being conducted by federal, state and/or local law enforcement officials and/or the Judicial Branch.
- AL. Compliance with Federal Limited English Proficiency (LEP) Requirements - Under Title VI and its implementing regulations, all Judicial Branch Contractors and subcontractors are required to take reasonable steps to ensure meaningful access to their programs and activities by limited English proficient (LEP) clients. Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English can be limited English proficient or (LEP), entitled to language assistance with respect to a particular type of service, benefit or encounter.
- Contractor agrees to comply with Federal requirements under Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d, et seq., Title VI Regulations, and the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §10228 (c) (the "Safe Streets Act"), and the Victims of Crime Act, 34 U.S.C. §20110 (e), prohibiting discrimination based on national origin to ensure access to those with limited English proficiency. Contractor also agrees that it and its subcontractors will attend any LEP training session(s) required by the Judicial Branch.
- AM. Prohibitions for Large State Contractors - No person who (1) is, or is seeking to be, prequalified under General Statutes section 4a-100, (2) is a party to a large state construction or procurement contract, as that term is defined in General Statutes section 1-101mm, or is seeking to enter into such contract with the Judicial Branch, a state agency, board, commission or institution or (3) is a party to a consultant services contract or is seeking to enter into such contract with the Judicial Branch, a state agency, board, commission or institution, shall:
- a. With the intent to obtain a competitive advantage over other bidders, solicit any information from a public official or state employee that the contractor knows is not and will not be available to other bidders for a large state construction or procurement contract that the contractor is seeking;
  - b. Intentionally, willfully or with reckless disregard for the truth, charge the Judicial Branch, a state agency, board, commission or institution or quasi-

public agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price without authorization and falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or unreasonable or unsubstantiated prices for goods to the Judicial Branch, a state agency, board, commission or institution or quasi-public agency;

- c. Intentionally or willfully violate or attempt to circumvent state competitive bidding and ethics laws; or
- d. With the intent to unduly influence the award of a state contract, provide or direct another person to provide information concerning the donation of goods and services to a state agency or quasi-public agency, to the procurement staff of any state agency or quasi-public agency or a member of a bid selection committee.

Pursuant to General Statutes section 1-101nn, any person who is found in violation of any provision of this section by the Office of State Ethics may be deemed a nonresponsible bidder.

AN. **Consultant Prohibitions** - No person with whom the Judicial Branch, a state agency, board, commission or institution or quasi-public agency has contracted to provide consulting services to plan for specifications for any contract and no business with which the person is associated may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract or serve as a subcontractor or consultant to the person awarded such contract. Pursuant to Connecticut General Statutes section 1-101nn, any person who is found in violation of this paragraph by the Office of State Ethics may be deemed a nonresponsible bidder.

AO. **Audit Requirements** - As applicable, the Contractor is subject to Federal single audit requirements pursuant to the Uniform Guidance for Federal Awards and State Single Audit requirements pursuant to General Statutes sections 4-230 to 4-236 inclusive and to applicable regulations. Contractors exempt from the provisions of these acts may be required to submit to an audit at a time and in a manner prescribed by the Judicial Branch and at the expense of the Judicial Branch.

AP. **Maintenance Of Contractor Insurance Required** - The Contractor agrees that during the entire term of this agreement, it will carry sufficient liability and / or other insurance and will maintain that coverage in full force and effect for the duration of the agreement term, including any and all amendments or extensions thereof. The State of Connecticut Judicial Branch must be named as an additional insured, as its interest may appear, and must also be named as a certificate holder on all certificates of insurance required under this agreement. All insurance coverage must be obtained at the Contractor's sole expense. The Contractor shall annually provide the Judicial Branch with an updated certificate of insurance, no less than ten days prior to the expiration date of the insurance then in effect. The Contractor shall also provide the Judicial Branch with at least 10 days written notice prior to the cancellation, nonrenewal, revocation, amendment of or any material change in the

required insurance coverage. The following minimum coverage amounts must be maintained:

A.	Worker's Compensation	CT Statutory Coverage required
B.	Automobile Liability	\$1,000,000.00 (where applicable)
C.	General Liability	\$1,000,000.00
D.	Professional Liability	\$1,000,000.00 (where applicable)

AQ. Notice of Consulting Affidavit Requirements - Section 4a-81 of the Connecticut General Statutes (the "Act") requires that this solicitation include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, bidders are notified as follows:

(a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the affidavit described in paragraph AQ(b) below (see Exhibit A).

(b) (1) Any principal or key personnel of a person, firm or corporation who submit bids or proposals for a contract described in paragraph AQ(a) above shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with any such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of a state or quasi-public agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the following information for each consulting agreement listed: The name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) After the initial submission of such affidavit, the principal or key personnel of the person, firm or corporation shall not be required to resubmit such affidavit unless there is a change in the information contained in such affidavit. If there is any change in the information contained in the most recently filed affidavit required under this paragraph, the principal or key personnel of a person, firm or corporation who submit bids or proposals for a contract described in paragraph AQ(a) above shall

submit an updated affidavit either (A) not later than thirty days after the effective date of any such change, or (B) upon the submittal of any new bid or proposal, whichever is earlier.

(c) In the event that a bidder or vendor refuses to submit the affidavit required under paragraph AQ(b) above, such bidder or vendor shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

AR. Gift Certification - Section 4-252 (the "Statute") of the Connecticut General Statutes requires that the Request for Proposal or Request for Quotation, of which these Terms and Conditions are a part, include a notice of the bidder certification requirements described in the Statute. Accordingly, pursuant to the Statute, bidders are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this paragraph shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written or electronic certifications described in this paragraph (see Exhibit D). Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification either (1) not later than thirty days after the effective date of any such change, or (2) upon the submittal of any new bid or proposal for a large state contract, whichever is earlier. Such person shall also submit to the state agency or quasi-public agency an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

(c) The official or employee of such state agency or quasi-public agency who is authorized to execute state contracts shall certify that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

(d) Any principal or key personnel of the person, firm or corporation submitting a bid for a large state contract shall certify:

(1) That no gifts were by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participate substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state

contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made is submitting bids or proposals without fraud or collusion with any person.

(e) Any bidder or proposer that does not make the certification required under paragraph AR(d) above shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

AS. Iran Certification – Section 4-252a of the Connecticut General Statutes (the "Act" for the purposes of this Paragraph) requires that the Request for Proposal or Request for Quotation, of which these Terms and Conditions are a part, include a notice of the bidder certification requirements described in the Act. Accordingly, bidders are notified as follows:

(a) For the purposes of this Paragraph, the terms "state agency" and "quasi-public agency" shall have the same meanings as provided in section 1-79 of the General Statutes, "large state contract," has the same meaning as provided in section 4-250 of the General Statutes and "entity" means any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States, but excludes any United States subsidiary of a foreign corporation.

(b) No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any entity who (1) has failed to submit a written certification indicating whether or not such entity has made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or has increased or renewed such investment on or after said date, or (2) has submitted a written certification indicating that such entity has made such an investment on or after October 1, 2013, or has increased or renewed such an investment on or after said date. Each such certification shall be sworn as true to the best knowledge and belief of the entity signing the certification, subject to the penalties of false statement.

(c) Prior to submitting a bid or proposal for a large state contract, each bidder or proposer who is an entity shall submit a certification (see Exhibit L) that such bidder or proposer has or has not made an investment as described in Paragraph AS(b) above.

(d) Any entity who makes a good faith effort to determine whether such entity has made an investment described in Paragraph AS(b) above shall not be subject to the penalties of false statement pursuant to this Paragraph. A "good faith effort" for purposes of this subsection includes a determination that such entity is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this Paragraph shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the contract.

AT. **Prison Rape Elimination Act (PREA)** - The Contractor /Provider shall comply with the United States Department of Justice Final Rule for National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act of 2003 (PREA) 34 U.S.C. § 30301, et seq., including its provisions for Zero Tolerance and employee training. Effective August 1, 2013, any unit of the state or any political subdivision of the state that contracts for or otherwise incarcerates or detains adult or juvenile offenders, shall adopt and comply with applicable PREA Community Confinement, Lockup, and Juvenile Facility Standards with regard to sexual abuse and sexual harassment in lockups, community confinement facilities, and juvenile facilities.

**Exhibit II**  
**Procurement Standards**

Recommended Contractor Procurement Standards

All goods, services, contracts or lease agreements obtained by the Contractor or its subcontractor under this Agreement should be by a competitive procurement process. For a good, service, contract or lease that costs between \$2,500 and \$9,999.99, the Contractor and/or subcontractor should obtain a minimum of three written quotes from qualified vendors prior to a commitment.

Required Contractor Procurement Standards

Purchases in excess of \$10,000 or more require three written bids obtained through an advertised, sealed bid process, which shall include a public bid opening. Notice of the bid must be placed in at least one statewide newspaper, at least 5 days before the published date for the submission of bids. Documentation of the procurement process employed must be maintained by the Contractor in accordance with section (7) of the MOU. Technical assistance in complying with these standards can be obtained by contacting the Judicial Branch Purchasing office at 860-706-5200.



**Memorandum of Understanding #8181-147  
Between The State of Connecticut Judicial Branch  
and New Haven Board of Education – L.W. Beecher Museum School  
of Arts and Sciences for FY 2020 and FY 2021**

This Memorandum of Understanding (hereinafter, "MOU") is entered into as of the last date executed below by and between the Judicial Branch (hereinafter, Judicial) and New Haven Board of Education – Brennen-Rogers School of Communication and Media (hereinafter, Contractor).

**WHEREAS**, Public Act 19-117 provided funding through a line item in the Judicial budget for the Contractor for Fiscal Year 2020 and again for Fiscal Year 2021 for Youth Services Prevention Programs; and

**WHEREAS**, Judicial and the Contractor seek to set forth the terms and conditions for the expenditure of said funds;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises set forth in this MOU, the parties hereto mutually agree as follows:

1. To the extent that the funds budgeted for the Contractor are appropriated and allotted to Judicial for the purposes set out in this MOU, and subject to any future rescission or reduction of such appropriated or allocated funds, or changes to annualized funding adopted as part of the state budget, Judicial shall distribute the following funds to the Contractor in the manner indicated:

FY20:

Upon receipt of documents	\$3,750.00
On or about October 15, 2019	\$3,750.00
On or about January 15, 2020	\$3,750.00
<u>On or about April 15, 2020</u>	<u>\$3,750.00</u>
Total Annual Amount:	\$15,000.00

FY21:

Upon receipt of documents	\$3,750.00
On or about October 15, 2020	\$3,750.00
On or about January 15, 2021	\$3,750.00
<u>On or about April 15, 2021</u>	<u>\$3,750.00</u>
Total Annual Amount:	\$15,000.00

Judicial assumes no liability for payment under the terms of this agreement until the Contractor is notified that this Agreement has been approved and a Purchase Order has been issued.

The initial payment for each fiscal year shall be contingent upon receipt and acceptance by the Judicial Branch of the following required documents:

1. Description of Services (see Section 2)

## 2. Budget Narrative (see Section 3)

All subsequent payments shall be made in accordance with the schedule above, except that Judicial reserves the right to withhold payment pending timely receipt of all required documents as noted in the following sections and in accordance with the stated timeframes.

2. The Contractor shall submit to Judicial a description of services, including subcontractor name and service provided, consistent with the intent of Public Act 19-117 within thirty (30) days of execution of this MOU.
3. The Contractor shall submit to Judicial a budget narrative, including fully executed subcontracts for the expenditure of said funds within thirty (30) days of the execution of this MOU. Any transfers between line items shall not exceed five hundred dollars (\$500) or ten percent (10%) of the line item, whichever is less, unless submitted in writing to Judicial. All budget revision requests should be submitted in writing for review by June 1<sup>st</sup>.
4. Funds for each fiscal year, as may be amended per this agreement, shall be expended in accordance with the budget narrative. Any such funds not expended prior to the termination of this agreement, or otherwise reduced by amendment during the fiscal year, must be returned to Judicial within 30 days of the termination or amendment of the agreement. Funds not expended prior to the end of the fiscal year, designated for expenditure, must be returned to Judicial by August 1 following the end of the fiscal year.
5. The Contractor shall submit an annual report that shall include a summary of activities and the number of participants that the program served. A participant shall be defined as all initial participants (unique individuals not counted more than once) who took part in some or all activities offered by the program.
6. The Contractor shall submit to Judicial a Fiscal Expenditure Report on or before January 15<sup>th</sup> and July 15<sup>th</sup> of each contract year. Additional reporting, if requested, on any activities concerning the program shall be submitted within ten (10) days of the request or by a date deemed reasonable by the Judicial Branch.
7. The Contractor shall allow the Judicial Branch access to its books and records related to this MOU upon reasonable notice. The Contractor must retain copies of all receipts, including those for lease payments made under this agreement, for seven (7) years after the agreement has ended.
8. The Contractor shall comply with audit requests related to this MOU by Judicial or the Auditors of Public Accounts.
9. The Contractor agrees to the Judicial Branch standard terms and conditions for contract services attached hereto as Exhibit I and made a part hereof. Exhibit II provides guidelines for the procurement of goods and services, and is incorporated herein by reference.

10. The Contractor agrees not to use the name or logo of the Judicial Branch or include the Judicial Branch in any press or public relations activities, including publications for this program without prior written approval by the Judicial Branch External Affairs, for the duration of the contract term. Upon termination of this agreement, all reference to the Judicial Branch shall be removed from Contractor publications, including but not limited to brochures, websites and reports.
  
11. The Contractor shall provide notification to Judicial of any events of an emergency nature which might impact the operation of the program including but not limited to auto accidents, medical, fire, police or personal incidents/activities.

Except as provided in paragraph 1, this MOU may be changed, amended or modified only by an instrument in writing signed by the duly authorized representatives of both parties.

New Haven Board of Education -  
L.W. Beecher Museum School of Arts and Sciences

STATE OF CONNECTICUT  
JUDICIAL BRANCH

By: \_\_\_\_\_

Duly Authorized

\_\_\_\_\_

Print Name and Title

By:

\_\_\_\_\_

Cortez G. White, Director  
Materials Management

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit I  
PROFESSIONAL SERVICES  
TERMS AND CONDITIONS A - AT

- A. **Entire Agreement** - The terms and conditions of this MOU constitute the entire agreement between the parties hereto and supersede all previous agreements, promises or representations whether written or oral. The contract resulting from this MOU may not be changed, altered or modified except by an instrument in writing signed by a duly authorized representative of both parties.
- B. **Acceptance** - The Contractor agrees to and accepts the terms and conditions stated herein.
- C. **Payment Terms** - Payment for services provided to the Judicial Branch are net 45 days upon receipt of invoice unless otherwise agreed to in writing by both parties.
- D. **Tax Exempt** - The Judicial Branch is exempt from Connecticut Sales Tax under General Statutes section 12-412, Federal Excise Taxes and the provisions of the Federal Robinson-Patman Act.
- E. **Applicable Law** - The Contractor shall comply with all Federal, State and local laws, standards and regulations applicable to Contractor's facility and the services being provided under this contract. The Contractor shall defend and save the Judicial Branch harmless against any actions or claims brought against it for losses, costs or damages by reason of actual or alleged infringements of letter of patent and/or copyright.
- F. **Contractor Default / Cancellation** - Any other provision of this Agreement notwithstanding, if the Contractor becomes financially unstable, breaches or otherwise fails to comply with any of the terms, provisions or conditions of this Agreement or in any of the Exhibits or Amendments which are part of this Agreement, the Judicial Branch may elect to pursue any one or more of the following remedies in any combination or sequence:
- seek damages.
  - withhold or reduce payment(s) until the breach is resolved to the satisfaction of the Judicial Branch.
  - require the Contractor to correct or cure the breach to the satisfaction of the Judicial Branch.
  - suspend the execution of all or part of the services.
  - require that unexpended or improperly expended funds be returned to the Judicial Branch.
  - recoup any money owed to the Judicial Branch from any future payments owing under this Agreement or any other Agreement between the Judicial Branch and the Contractor.
  - assign appropriate state personnel to fulfill the Contractor's obligations under this Agreement until such time as the Contractor's breaches have been corrected to the satisfaction of the Judicial Branch.
  - require that Agreement funding be expended by the Contractor to enter a subcontractual arrangement with a person, persons or agency designated by the Judicial Branch to fulfill the Contractor's obligations under this agreement.

- \* cancel this Agreement effective upon a date specified in a written notice delivered to the Contractor;
- \* take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State of Connecticut Judicial Branch, or the program, along with any other remedies provided by law, including, but not limited to, procuring services from other sources and charging the Contractor any excess costs incurred or damages occasioned thereby;
- \* any combination of the above actions.

Prior to invoking any of the remedies for financial instability, breach and/or noncompliance specified in this paragraph, the Judicial Branch shall notify the Contractor in writing of the facts and circumstances constituting same and proposed remedies, if any. Within ten (10) business days of receipt of this notice, the Contractor shall correct such financial instability, breach and/or noncompliance to the satisfaction of the Judicial Branch and submit written documentation of the correction to the Branch. If the Judicial Branch finds that the financial instability, breach and/or noncompliance has not been corrected to its satisfaction, it shall provide written notice to the Contractor of the continuing financial instability, breach and/or noncompliance and may immediately or at any time thereafter invoke any or all remedies set forth in this paragraph.

- G. **Claims and Controversies** - Any controversy or claim arising out of this Agreement shall be construed and interpreted in accordance with applicable State of Connecticut and federal law. This provision shall not be deemed to be a waiver of sovereign immunity. The Contractor shall notify the Judicial Branch of any claim or controversy brought against it by any person or entity during the term of this agreement.
- H. **Performance Standards** - The Contractor agrees that all services shall be performed with skill and professional competence in accordance with the terms and conditions of this contract.
- I. **Evaluations** - The Judicial Branch reserves the right to inspect, monitor or otherwise evaluate the work being performed under this contract. The Contractor agrees to cooperate with the Judicial Branch in the monitoring and evaluation of services, which shall include, but not be limited to, providing reasonable access to and use of Contractor's facility for such purposes.
- J. **Delay** - If services are not provided within the time specified or within a reasonable time, if no time is specified, the Judicial Branch may exercise its options as outlined in Paragraph F herein.
- K. **Contingencies** - Neither party hereto shall be liable to the other for breach or delay in delivering or accepting services hereunder if such breach or delay is caused by fire, strike, riot, war, Acts of God, delay of carriers, governmental order or regulation or other contingency beyond the reasonable control of the respective parties. The Contractor shall give notice to the Judicial Branch of any such unavoidable delays or breaches.

- L. Non-Waiver - Failure of the Judicial Branch to insist upon strict performance of any terms and conditions herein shall not be deemed a waiver of any rights or remedies the Judicial Branch may have, nor deemed a waiver of any rights or remedies the Judicial Branch may have for any subsequent breach and/or noncompliance.
- M. Equal Opportunity - The Judicial Branch of the State of Connecticut is an Equal Opportunity employer and purchaser. No employee or applicant for employment or vendor will be discriminated against because of race, color, religious creed, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, age, present or past history of mental disorder, intellectual disability, mental disability, learning disability or physical disability including, but not limited to, blindness or veteran's status.
- N. Civil Rights Agreement - Federal civil rights laws applicable to agencies that receive Judicial Branch financial assistance from the U.S. Department of Justice must not discriminate in the delivery of programs, services or in their employment practices in any program or activity on the basis of actual or perceived race, color, national origin, physical or mental disability, age, religion or sex, or sexual orientation or gender identity, in compliance with Title VI of the Civil Rights Act of 1964, as amended, The Omnibus Crime Control and Safe Streets Act of 1968, (34 U.S.C. § 10228 (c)), Section 504 of the Federal Rehabilitation Act of 1973, as amended, Subtitle A, Title II of the American with Disabilities Act of 1990; Title IX of the Education Amendments Act of 1972, The Victims of Crime Act of 1984, the grant condition set out at section 40002 (b) (13) in the Violence Against Women Act of 1994, as amended, the Age Discrimination Act of 1975, and their U.S. Department of Justice implementing regulations 28 CFR Part 42, Subparts C, D, E, G and I, and Part 54, Department of Justice regulations on disability discrimination (28 C.F.R. part 38) and section 299A (b) of the Juvenile Justice and Delinquency Prevention Act of 2002. In accordance with Federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Federal law (Executive Order 13279 and 13559 and its U.S. Department of Justice implementing regulations 28 CFR part 38) also prohibits grant making agencies from discriminating either in favor of or against faith-based organizations in awarding Federal financial assistance and entities that receive direct Federal funding may not engage in explicitly religious activities in the federally funded program. If organizations conduct explicitly religious activities, those activities must be conducted separate in time or location from the federally funded program or service, and participation by beneficiaries must be voluntary. Recipients may not discriminate against prospective or actual beneficiaries on the basis of religion or religious belief.

Further, all subrecipients of Federal Funds under a State of Connecticut Judicial Branch program are required to have policies and procedures for responding to discrimination complaints from its employees and clients, customers, program participants or consumers. Subrecipient policies and procedures shall be made available to the Judicial Branch upon request.

- (a) (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 such 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 on Human Rights and Opportunities (hereinafter, Commission); (3) 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, advising the labor union or workers' representative of the Contractor's commitments under General Statutes section 4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor agrees to comply with each provision of General Statutes sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to General Statutes sections 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) The Contractor agrees to provide the Commission on Human Rights and Opportunities and the Judicial Branch with such information requested by them, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of General Statutes sections 4a-60 and 46a-56.

(b) If the contract is a public works contract, municipal public works contract or a 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 project.

(c) (1) Any contractor who has one or more contracts with the Judicial Branch that is valued at less than fifty thousand dollars for each year of the contract shall provide the Judicial Branch with a written or electronic representation that complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above, provided if there is any change in such representation, the contractor shall provide the updated representation to the Judicial Branch not later than thirty days after such change.

(2) Any contractor who has one or more contracts with the Judicial Branch that is valued at fifty thousand dollars or more for any year of the contract shall provide the Judicial Branch with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above (see Exhibit I);

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor, if (i) the prior resolution is certified by a duly authorized corporate officer of such Contractor to be in effect on the date the documentation is submitted, and (ii) the Chief Court Administrator, or his or her designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Contractor complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above and is in effect on the date the affidavit is signed (See Exhibit J).

(3) The Judicial Branch is prohibited from awarding a contract to a contractor who has not provided the representation or documentation required under Paragraph N(c)(1) and N(c)(2) above, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the Judicial Branch, whichever is earlier. Such contractor shall also certify, in accordance with Paragraph N(c)(2)(B) or N(c)(2)(C) above, to the Judicial Branch, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the Judicial Branch is current and accurate.

(d) For the purposes of this Paragraph, "contract" includes any extension or modification of the contract, "Contractor" includes any successors or assigns of the Contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this Paragraph, "contract" does 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, as defined in General Statutes



section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in Paragraph N(d)(1), N(d)(2), N(d)(3) or N(d)(4) above.

(e) For the purposes of this Paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 General Statutes section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

(f) 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.

(g) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(h) The Contractor shall include the provisions of Paragraph N(a) and N(b) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the Judicial Branch 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 General Statutes section 46a-56; 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.

- O. **Non-discrimination Regarding Sexual Orientation** - (a) (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 of 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 (hereinafter, Commission) advising the labor union or workers' representative of the Contractor's commitments under General Statutes section 4a-60a 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 General Statutes section 4a-60a and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the General Statutes; and (4) The Contractor agrees to provide the Commission 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 sections 4a-60a and 46a-56 of the General Statutes.

(b) (1) Any contractor who has one or more contracts with the Judicial Branch that is valued at less than fifty thousand dollars for each year of the contract shall provide the Judicial Branch with a written representation that complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above.

(2) Any contractor who has one or more contracts with the Judicial Branch that is valued at fifty thousand dollars or more for any year of the contract shall provide the Judicial Branch with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above (See Exhibit J);

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor, if (i) the prior resolution is certified by a duly authorized corporate officer of such Contractor to be in effect on the date the documentation is submitted, and (ii) the Chief Court Administrator, or his or her designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Contractor complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above and is in effect on the date the affidavit is signed (See Exhibit J).

(3) The Judicial Branch is prohibited from awarding a contract to a contractor who has not provided the representation or documentation required under Paragraph O(b)(1) and O(b)(2) above, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the

information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the Judicial Branch, whichever is earlier. Such contractor shall also certify, in accordance with Paragraph O(b)(2)(B) or O(b)(2)(C) above, to the Judicial Branch, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the Judicial Branch is current and accurate.

(c) For the purposes of this Paragraph, "contract" includes any extension or modification of the contract, and "Contractor" includes any successors or assigns of the Contractor. For the purposes of this Paragraph, "contract" does 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, and (2) any other state, as defined in General Statutes section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

(d) The Contractor shall include the provisions of Paragraph O(a) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the Judicial Branch 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 General Statutes section 46a-56; 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.

P. **Americans With Disabilities Act of 1990** - This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USC section 12101-12189 and sections 12201-12213) (Supp. 1993); 47 USC sections 225, 611 (Supp. 1993). During the term of the contract, 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 will 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 Act.

Where applicable, the Contractor agrees to abide by the provisions of section 504 of the federal Rehabilitation Act of 1973, as amended, 29 USC section 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

Q. **Governing Law** - This contract and any resulting purchase order shall be governed by and construed in accordance with the laws of the State of Connecticut.

- R. Termination - This contract may be terminated by the Judicial Branch without cause upon 30 days written notice to the Contractor, or for cause without prior notice to the Contractor if the Judicial Branch deems that such termination is in the best interests of the state. In the event of termination, all monies due shall be prorated against the value of services accepted by the Judicial Branch. Notwithstanding the foregoing, cancellation due to the Contractor's breach is governed by Paragraph F herein.
- S. Intentionally Omitted
- T. Contract Price - Prices must remain firm during the contract period except that reasonable increases may be authorized during any extension of the initial contract period. Price reductions may be taken at any time. Price increases shall not be granted unless specifically allowed for in this contract and described in a document signed by both parties. Reasonable requests for price increases pertaining to an extension of the contract period will be considered at the time of such extension.
- U. Contract Amendments - Any changes to the Agreement will be made in the form of a written amendment signed by both parties.
- V. No Joint Venture - Nothing contained in this contract shall be construed as creating a joint venture, partnership or employment relationship among the parties hereto, nor shall any party have the right, power or authority to create any obligation or duty, express or implied, on behalf of any other party.
- W. Subcontractors - The Contractor shall not subcontract for any of the services required under this contract without notification to the Judicial Branch. Subcontractors shall be bound by all the terms and conditions of this contract. Subcontractors shall not relieve the prime Contractor(s) of its responsibilities under this contract. The Judicial Branch reserves the right to approve or reject any and all subcontractors and/or subcontractor agreements.
- X. Indemnification  
(a) The Contractor shall indemnify, defend and hold the State of Connecticut ("State") and/or the Judicial Branch, their agents, employees, public officials and representatives harmless from and against any and all (1) Claims, causes of action, demands for damages or liabilities of any kind, including the reasonable costs to defend such actions regardless of whether such action is successful or not, brought by any person or entity whatsoever, arising, directly or indirectly, from any act, error or omission (collectively, the "Acts") of the Contractor, its officers, directors, principals, agents, employees and representatives and any of Contractor's subcontractors and the officers, directors, principals, agents, employees and representatives of such subcontractors; 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 Acts. The Contractor shall use counsel reasonably acceptable to the State and/or the Judicial Branch in carrying out its obligations under this paragraph. The Contractor's obligations under this paragraph to indemnify, defend and hold harmless includes Claims concerning confidentiality of any part of or all of the Proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-

copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.

(b) The Contractor shall reimburse the State and/or the Judicial Branch for any and all damages to the real or personal property of the State and/or the Judicial Branch caused by the Acts of the Contractor, its officers, directors, principals, agents, employees and representatives and any of Contractor's subcontractors and the officers, directors, principals, agents, employees and representatives of such subcontractors. The State and/ or the Judicial Branch shall give the Contractor reasonable notice of any such Claims.

(c) The Contractor's duties under this paragraph 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 and/ or the Judicial Branch is alleged, or is found, to have contributed to the Acts giving rise to the Claims.

(d) The rights provided in this paragraph for the benefit of the State and/or the Judicial Branch shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(e) This paragraph shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

(f) For purposes of this paragraph, "Claim" shall include all actions, suits, demands, investigations and proceedings of any kind, open, pending or threatened, whether matured, unmatured, contingent, known or unknown, at law or in equity, in any forum.

- Y. **Notice of Litigation** - The Contractor agrees to notify the Judicial Branch if the Contractor is, or has a reasonable cause to expect to be, subject to litigation which might adversely affect the Contractor's ability to perform the agreed services or affect the Contractor's financial capacity.

The Contractor shall provide written notice to the Judicial Branch of any final decision by any tribunal, arbitrator or arbitration panel, or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise of claim or agreement of any kind for any action or proceeding brought against the Contractor or its employees or agents.

- Z. **Ownership of Subsequent Products** - Any product, in whatever state of completion and whether acceptable or unacceptable, developed, specially ordered or commissioned under a contract awarded as a result of this MOU, shall be the sole property of the Judicial Branch. The Contractor agrees that work performed under this contract is a "work made for hire" and that the Judicial Branch shall be the sole and exclusive owner and copyright proprietor of all rights, title and interest in and to the work.

If for any reason the work does not constitute a "work made for hire" under applicable law, the Contractor agrees to irrevocably transfer and assign to the Judicial Branch ownership of the entire right, title and interest in and to the work and all rights associated with copyrights. Contractor agrees to execute all papers

and to perform such other proper acts as the Judicial Branch may deem necessary to secure for the Judicial Branch the rights herein assigned.

AA. Prohibition Against Assignment - The Contractor shall not transfer, pledge or otherwise assign this contract or any rights or responsibilities hereunder, to any third party without prior written consent from the Judicial Branch.

AB. Copyrights - The Contractor shall not distribute any materials under this contract containing the copyrighted works of others without the written consent of the copyright holder. The Contractor shall obtain any necessary authorization(s) for usage of any such third-party materials.

For pre-existing works of authorship in which the Contractor holds a copyright interest, the Contractor agrees to grant the Judicial Branch a perpetual royalty-free, non-exclusive right and license to produce, reproduce, publish, distribute or otherwise use, and to authorize others to use for any governmental or public purpose, any materials prepared, created or distributed for use in the performance of this contract.

Unless otherwise indicated, the State of Connecticut Judicial Branch retains exclusive rights to ownership in its copyrighted protected works. All rights are reserved and any reproduction, adaptation, distribution, dissemination or making available of such copyrighted works is strictly prohibited unless prior written authorization is obtained from the Judicial Branch.

AC. Record Keeping and Access - The Contractor shall maintain books, records, documents, programs and individual service records and other evidence of its accounting and billing procedures and practices, which sufficiently and properly reflect all direct, allocable as direct and administrative and general costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or applicable Federal agencies. The Contractor shall retain all such books, records and other financial program and individual service documents concerning this contract for a period of three (3) years after each completed audit, or if no audit is conducted, for a period of five (5) years.

AD. Safeguarding Client Information - The Contractor agrees to safeguard the use and disclosure of information concerning all applicants for and all clients who receive service under this contract in accordance with all applicable Federal and State laws concerning confidentiality. The Contractor also agrees to follow the Chief Court Administrator policy adopted in accordance with General Statutes section 51-36a, regarding the access and disclosure of Judicial Branch records which are confidential pursuant to statute (available upon request). Any Contractor considered a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), agrees to follow HIPAA's privacy regulations governing the use of protected health information. In order to ensure the security and confidentiality of client data transmitted via email, the Contractor will not transmit client data in PDF files through unsecured email accounts, and will not utilize any free or unsecured email services for the transmission of client records and/or information. The

Contractor is solely responsible for any disclosure of information in violation of Federal and State law by it, its employees and agents. Upon termination of this contract, whether for cause or otherwise, the Contractor agrees to dispose of all client records in a manner determined by the Judicial Branch.

- AE. **Confidentiality of Records and Computer Files** - The Contractor agrees on behalf of the Contractor and the Contractor's principals, employees, agents, heirs, successors and assigns that (1) they may only access such Judicial Branch data, files, records, computers or other systems, as specifically set forth herein, and as are necessary for the performance of the Contractor's duties under this Judicial Branch contract, if any, and (2) they may only disclose, advertise, advertise for sale, sell or rent in any form or use any information obtained or created from, or by the work performed, pursuant to this Judicial Branch contract as specifically set forth in this contract. The Contractor shall take such reasonable actions as are necessary to protect the confidentiality of Judicial Branch records and computer files including, at a minimum, instructing each person assigned to work under this contract on the Contractor's behalf of the prohibition to access, use or disclose information not specifically authorized by this contract.

Any claim, harm or alleged harm, injury or alleged injury, resulting from the unauthorized use or unauthorized disclosure of such information obtained by the Contractor and/or the Contractor's principals, employees, agents, heirs, successors and assigns from work performed pursuant to this Judicial Branch contract, shall subject the Contractor to the indemnification provisions of this contract in addition to all other rights and remedies available to the Judicial Branch pursuant to this contract and law.

- AF. **Notice of Adverse Findings of Discrimination** - Contractors that receive United States Department of Justice funds shall submit directly to the U.S. Department of Justice and the Judicial Branch notice of any adverse findings of discrimination issued within the past three years after the opportunity for a due process hearing by any State or Federal administrative agency or court. Submissions under this provision should be forwarded to: U.S. Department of Justice Programs, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Washington, DC 20531 and the Materials Management Unit, the Judicial Branch of the State of Connecticut, 90 Washington Street, Hartford, CT 06106.
- AG. **Prohibited Interest** - The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment or modification of this Agreement, or to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
- AH. **Lobbying Activities** - Unless otherwise specifically required by this Agreement, the Contractor certifies that no state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of Congress or of the

Connecticut General Assembly, an officer or employee of Congress or the Connecticut General Assembly, in connection with the making of any Federal or State grant, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal or State grant or cooperative agreement.

If this Agreement or a subsequent amendment to this Agreement involves a federal grant or cooperative agreement (as defined at 28 CFR Part 69) of over \$100,000, the Contractor further certifies that:

- a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - L.L.L. "Disclosure of Lobbying Activities," in accordance with its instructions; and
- b. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

AI. **Suspension or Debarment** - Signature on this Agreement certifies that the Contractor or any person (including subcontractors) involved in the administration of state or federal funds:

- a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. Has not within a three-year period preceding this application been convicted of, 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; 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;
- c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) above;
- d. Has not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

There shall be an ongoing duty on the part of the Contractor to update any changes to the above paragraphs throughout the term of this Agreement.



AJ. Contractor Recording of Private Telephonic Communication - The Contractor certifies that if it records telephone communications that it will do so only in compliance with Connecticut General Statutes section 52-570d- Action for illegal recording of private telephonic communications. With limited exceptions, section 52-570d prohibits the recording of private oral telephonic conversations without the prior consent of all parties to the conversation, verbal notice of the recording at the start of the conversation (with such notice as part of the recording), or an automatic tone warning device which repeats at intervals of approximately every fifteen seconds.

AK. Criminal Investigations - Subject to constitutional limitation, it is a requirement of this contract that the Contractors, its officers, directors, principals, agents, employees and representatives and any subcontractors and such subcontracting officers, directors, principals, agents, employees and representatives, cooperate to the fullest extent possible with any and all investigations being conducted by federal, state and/or local law enforcement officials and/or the Judicial Branch.

AL. Compliance with Federal Limited English Proficiency (LEP) Requirements - Under Title VI and its implementing regulations, all Judicial Branch Contractors and subcontractors are required to take reasonable steps to ensure meaningful access to their programs and activities by limited English proficient (LEP) clients. Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English can be limited English proficient or (LEP), entitled to language assistance with respect to a particular type of service, benefit or encounter.

Contractor agrees to comply with Federal requirements under Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d, et seq., Title VI Regulations, and the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §10228 (c) (the "Safe Streets Act"), and the Victims of Crime Act, 34 U.S.C. §20110 (e), prohibiting discrimination based on national origin to ensure access to those with limited English proficiency. Contractor also agrees that it and its subcontractors will attend any LEP training session(s) required by the Judicial Branch.

AM. Prohibitions for Large State Contractors - No person who (1) is, or is seeking to be, prequalified under General Statutes section 4a-100, (2) is a party to a large state construction or procurement contract, as that term is defined in General Statutes section 1-101mm, or is seeking to enter into such contract with the Judicial Branch, a state agency, board, commission or institution or (3) is a party to a consultant services contract or is seeking to enter into such contract with the Judicial Branch, a state agency, board, commission or institution, shall:

- a. With the intent to obtain a competitive advantage over other bidders, solicit any information from a public official or state employee that the contractor knows is not and will not be available to other bidders for a large state construction or procurement contract that the contractor is seeking;
- b. Intentionally, willfully or with reckless disregard for the truth, charge the Judicial Branch, a state agency, board, commission or institution or quasi-

public agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price without authorization and falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or unreasonable or unsubstantiated prices for goods to the Judicial Branch, a state agency, board, commission or institution or quasi-public agency;

- c. Intentionally or willfully violate or attempt to circumvent state competitive bidding and ethics laws; or
- d. With the intent to unduly influence the award of a state contract, provide or direct another person to provide information concerning the donation of goods and services to a state agency or quasi-public agency, to the procurement staff of any state agency or quasi-public agency or a member of a bid selection committee.

Pursuant to General Statutes section 1-101nn, any person who is found in violation of any provision of this section by the Office of State Ethics may be deemed a nonresponsible bidder.

- AN. **Consultant Prohibitions** - No person with whom the Judicial Branch, a state agency, board, commission or institution or quasi-public agency has contracted to provide consulting services to plan for specifications for any contract and no business with which the person is associated may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract or serve as a subcontractor or consultant to the person awarded such contract. Pursuant to Connecticut General Statutes section 1-101nn, any person who is found in violation of this paragraph by the Office of State Ethics may be deemed a nonresponsible bidder.
- AO. **Audit Requirements** - As applicable, the Contractor is subject to Federal single audit requirements pursuant to the Uniform Guidance for Federal Awards and State Single Audit requirements pursuant to General Statutes sections 4-230 to 4-236 inclusive and to applicable regulations. Contractors exempt from the provisions of these acts may be required to submit to an audit at a time and in a manner prescribed by the Judicial Branch and at the expense of the Judicial Branch.
- AP. **Maintenance Of Contractor Insurance Required** - The Contractor agrees that during the entire term of this agreement, it will carry sufficient liability and / or other insurance and will maintain that coverage in full force and effect for the duration of the agreement term, including any and all amendments or extensions thereof. The State of Connecticut Judicial Branch must be named as an additional insured, as its interest may appear, and must also be named as a certificate holder on all certificates of insurance required under this agreement. All insurance coverage must be obtained at the Contractor's sole expense. The Contractor shall annually provide the Judicial Branch with an updated certificate of insurance, no less than ten days prior to the expiration date of the insurance then in effect. The Contractor shall also provide the Judicial Branch with at least 10 days written notice prior to the cancellation, nonrenewal, revocation, amendment of or any material change in the

required insurance coverage. The following minimum coverage amounts must be maintained:

A	Worker's Compensation	CT Statutory Coverage required
B	Automobile Liability	\$1,000,000.00 (where applicable)
C	General Liability	\$1,000,000.00
D	Professional Liability	\$1,000,000.00 (where applicable)

AQ. Notice of Consulting Affidavit Requirements - Section 4a-81 of the Connecticut General Statutes (the "Act") requires that this solicitation include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, bidders are notified as follows:

(a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the affidavit described in paragraph AQ(b) below (see Exhibit A).

(b) (1) Any principal or key personnel of a person, firm or corporation who submit bids or proposals for a contract described in paragraph AQ(a) above shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with any such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of a state or quasi-public agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the following information for each consulting agreement listed: The name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) After the initial submission of such affidavit, the principal or key personnel of the person, firm or corporation shall not be required to resubmit such affidavit unless there is a change in the information contained in such affidavit. If there is any change in the information contained in the most recently filed affidavit required under this paragraph, the principal or key personnel of a person, firm or corporation who submit bids or proposals for a contract described in paragraph AQ(a) above shall

submit an updated affidavit either (A) not later than thirty days after the effective date of any such change, or (B) upon the submittal of any new bid or proposal, whichever is earlier.

(c) In the event that a bidder or vendor refuses to submit the affidavit required under paragraph AQ(b) above, such bidder or vendor shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

AR. Gift Certification - Section 4-252 (the "Statute") of the Connecticut General Statutes requires that the Request for Proposal or Request for Quotation, of which these Terms and Conditions are a part, include a notice of the bidder certification requirements described in the Statute. Accordingly, pursuant to the Statute, bidders are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this paragraph shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written or electronic certifications described in this paragraph (see Exhibit D). Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification either (1) not later than thirty days after the effective date of any such change, or (2) upon the submittal of any new bid or proposal for a large state contract, whichever is earlier. Such person shall also submit to the state agency or quasi-public agency an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

(c) The official or employee of such state agency or quasi-public agency who is authorized to execute state contracts shall certify that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

(d) Any principal or key personnel of the person, firm or corporation submitting a bid for a large state contract shall certify:

(1) That no gifts were by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participate substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state

contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made is submitting bids or proposals without fraud or collusion with any person.

(e) Any bidder or proposer that does not make the certification required under paragraph AR(d) above shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

AS. **Iran Certification** – Section 4-252a of the Connecticut General Statutes (the "Act" for the purposes of this Paragraph) requires that the Request for Proposal or Request for Quotation, of which these Terms and Conditions are a part, include a notice of the bidder certification requirements described in the Act. Accordingly, bidders are notified as follows:

(a) For the purposes of this Paragraph, the terms "state agency" and "quasi-public agency" shall have the same meanings as provided in section 1-79 of the General Statutes, "large state contract," has the same meaning as provided in section 4-250 of the General Statutes and "entity" means any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States, but excludes any United States subsidiary of a foreign corporation.

(b) No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any entity who (1) has failed to submit a written certification indicating whether or not such entity has made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or has increased or renewed such investment on or after said date, or (2) has submitted a written certification indicating that such entity has made such an investment on or after October 1, 2013, or has increased or renewed such an investment on or after said date. Each such certification shall be sworn as true to the best knowledge and belief of the entity signing the certification, subject to the penalties of false statement.

(c) Prior to submitting a bid or proposal for a large state contract, each bidder or proposer who is an entity shall submit a certification (see Exhibit L) that such bidder or proposer has or has not made an investment as described in Paragraph AS(b) above.

(d) Any entity who makes a good faith effort to determine whether such entity has made an investment described in Paragraph AS(b) above shall not be subject to the penalties of false statement pursuant to this Paragraph. A "good faith effort" for purposes of this subsection includes a determination that such entity is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this Paragraph shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the contract.

AT. Prison Rape Elimination Act (PREA) - The Contractor /Provider shall comply with the United States Department of Justice Final Rule for National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act of 2003 (PREA) 34 U.S.C. § 30301, et seq., including its provisions for Zero Tolerance and employee training. Effective August 1, 2013, any unit of the state or any political subdivision of the state that contracts for or otherwise incarcerates or detains adult or juvenile offenders, shall adopt and comply with applicable PREA Community Confinement, Lockup, and Juvenile Facility Standards with regard to sexual abuse and sexual harassment in lockups, community confinement facilities, and juvenile facilities.

**Exhibit II**  
**Procurement Standards**

Recommended Contractor Procurement Standards

All goods, services, contracts or lease agreements obtained by the Contractor or its subcontractor under this Agreement should be by a competitive procurement process. For a good, service, contract or lease that costs between \$2,500 and \$9,999.99, the Contractor and/or subcontractor should obtain a minimum of three written quotes from qualified vendors prior to a commitment.

Required Contractor Procurement Standards

Purchases in excess of \$10,000 or more require three written bids obtained through an advertised, sealed bid process, which shall include a public bid opening. Notice of the bid must be placed in at least one statewide newspaper, at least 5 days before the published date for the submission of bids. Documentation of the procurement process employed must be maintained by the Contractor in accordance with section (7) of the MOU. Technical assistance in complying with these standards can be obtained by contacting the Judicial Branch Purchasing office at 860-706-5200.

**Memorandum of Understanding #8181-149  
Between The State of Connecticut Judicial Branch  
and New Haven Board of Education - Lincoln-Bassett Community  
School for FY 2020 and FY 2021**

This Memorandum of Understanding (hereinafter, "MOU") is entered into as of the last date executed below by and between the Judicial Branch (hereinafter, Judicial) and New Haven Board of Education - Brennen-Rogers School of Communication and Media (hereinafter, Contractor).

**WHEREAS**, Public Act 19-117 provided funding through a line item in the Judicial budget for the Contractor for Fiscal Year 2020 and again for Fiscal Year 2021 for Youth Services Prevention Programs; and

**WHEREAS**, Judicial and the Contractor seek to set forth the terms and conditions for the expenditure of said funds;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises set forth in this MOU, the parties hereto mutually agree as follows:

1. To the extent that the funds budgeted for the Contractor are appropriated and allotted to Judicial for the purposes set out in this MOU, and subject to any future rescission or reduction of such appropriated or allocated funds, or changes to annualized funding adopted as part of the state budget, Judicial shall distribute the following funds to the Contractor in the manner indicated:

FY20:

Upon receipt of documents	\$3,750.00
On or about October 15, 2019	\$3,750.00
On or about January 15, 2020	\$3,750.00
<u>On or about April 15, 2020</u>	<u>\$3,750.00</u>
Total Annual Amount:	\$15,000.00

FY21:

Upon receipt of documents	\$3,750.00
On or about October 15, 2020	\$3,750.00
On or about January 15, 2021	\$3,750.00
<u>On or about April 15, 2021</u>	<u>\$3,750.00</u>
Total Annual Amount:	\$15,000.00

Judicial assumes no liability for payment under the terms of this agreement until the Contractor is notified that this Agreement has been approved and a Purchase Order has been issued.

The initial payment for each fiscal year shall be contingent upon receipt and acceptance by the Judicial Branch of the following required documents:

1. Description of Services (see Section 2)



## 2. Budget Narrative (see Section 3)

All subsequent payments shall be made in accordance with the schedule above, except that Judicial reserves the right to withhold payment pending timely receipt of all required documents as noted in the following sections and in accordance with the stated timeframes.

2. The Contractor shall submit to Judicial a description of services, including subcontractor name and service provided, consistent with the intent of Public Act 19-117 within thirty (30) days of execution of this MOU.
3. The Contractor shall submit to Judicial a budget narrative, including fully executed subcontracts for the expenditure of said funds within thirty (30) days of the execution of this MOU. Any transfers between line items shall not exceed five hundred dollars (\$500) or ten percent (10%) of the line item, whichever is less, unless submitted in writing to Judicial. All budget revision requests should be submitted in writing for review by June 1<sup>st</sup>.
4. Funds for each fiscal year, as may be amended per this agreement, shall be expended in accordance with the budget narrative. Any such funds not expended prior to the termination of this agreement, or otherwise reduced by amendment during the fiscal year, must be returned to Judicial within 30 days of the termination or amendment of the agreement. Funds not expended prior to the end of the fiscal year, designated for expenditure, must be returned to Judicial by August 1 following the end of the fiscal year.
5. The Contractor shall submit an annual report that shall include a summary of activities and the number of participants that the program served. A participant shall be defined as all initial participants (unique individuals not counted more than once) who took part in some or all activities offered by the program.
6. The Contractor shall submit to Judicial a Fiscal Expenditure Report on or before January 15<sup>th</sup> and July 15<sup>th</sup> of each contract year. Additional reporting, if requested, on any activities concerning the program shall be submitted within ten (10) days of the request or by a date deemed reasonable by the Judicial Branch.
7. The Contractor shall allow the Judicial Branch access to its books and records related to this MOU upon reasonable notice. The Contractor must retain copies of all receipts, including those for lease payments made under this agreement, for seven (7) years after the agreement has ended.
8. The Contractor shall comply with audit requests related to this MOU by Judicial or the Auditors of Public Accounts.
9. The Contractor agrees to the Judicial Branch standard terms and conditions for contract services attached hereto as Exhibit I and made a part hereof. Exhibit II provides guidelines for the procurement of goods and services, and is incorporated herein by reference.

10. The Contractor agrees not to use the name or logo of the Judicial Branch or include the Judicial Branch in any press or public relations activities, including publications for this program without prior written approval by the Judicial Branch External Affairs, for the duration of the contract term. Upon termination of this agreement, all reference to the Judicial Branch shall be removed from Contractor publications, including but not limited to brochures, websites and reports.
  
11. The Contractor shall provide notification to Judicial of any events of an emergency nature which might impact the operation of the program including but not limited to auto accidents, medical, fire, police or personal incidents/activities.

Except as provided in paragraph 1, this MOU may be changed, amended or modified only by an instrument in writing signed by the duly authorized representatives of both parties.

New Haven Board of Education -  
Lincoln-Bassett Community School

STATE OF CONNECTICUT  
JUDICIAL BRANCH

By: \_\_\_\_\_  
Duly Authorized

By: \_\_\_\_\_  
Cortez G. White, Director  
Materials Management

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit I  
PROFESSIONAL SERVICES  
TERMS AND CONDITIONS A - AT

- A. **Entire Agreement** - The terms and conditions of this MOU constitute the entire agreement between the parties hereto and supersede all previous agreements, promises or representations whether written or oral. The contract resulting from this MOU may not be changed, altered or modified except by an instrument in writing signed by a duly authorized representative of both parties.
- B. **Acceptance** - The Contractor agrees to and accepts the terms and conditions stated herein.
- C. **Payment Terms** - Payment for services provided to the Judicial Branch are net 45 days upon receipt of invoice unless otherwise agreed to in writing by both parties.
- D. **Tax Exempt** - The Judicial Branch is exempt from Connecticut Sales Tax under General Statutes section 12-412, Federal Excise Taxes and the provisions of the Federal Robinson-Patman Act.
- E. **Applicable Law** - The Contractor shall comply with all Federal, State and local laws, standards and regulations applicable to Contractor's facility and the services being provided under this contract. The Contractor shall defend and save the Judicial Branch harmless against any actions or claims brought against it for losses, costs or damages by reason of actual or alleged infringements of letter of patent and/or copyright.
- F. **Contractor Default / Cancellation** - Any other provision of this Agreement notwithstanding, if the Contractor becomes financially unstable, breaches or otherwise fails to comply with any of the terms, provisions or conditions of this Agreement or in any of the Exhibits or Amendments which are part of this Agreement, the Judicial Branch may elect to pursue any one or more of the following remedies in any combination or sequence:
- seek damages.
  - withhold or reduce payment(s) until the breach is resolved to the satisfaction of the Judicial Branch.
  - require the Contractor to correct or cure the breach to the satisfaction of the Judicial Branch.
  - suspend the execution of all or part of the services.
  - require that unexpended or improperly expended funds be returned to the Judicial Branch.
  - recoup any money owed to the Judicial Branch from any future payments owing under this Agreement or any other Agreement between the Judicial Branch and the Contractor.
  - assign appropriate state personnel to fulfill the Contractor's obligations under this Agreement until such time as the Contractor's breaches have been corrected to the satisfaction of the Judicial Branch.
  - require that Agreement funding be expended by the Contractor to enter a subcontractual arrangement with a person, persons or agency designated by the Judicial Branch to fulfill the Contractor's obligations under this agreement

- \* cancel this Agreement effective upon a date specified in a written notice delivered to the Contractor;
- \* take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State of Connecticut Judicial Branch, or the program, along with any other remedies provided by law, including, but not limited to, procuring services from other sources and charging the Contractor any excess costs incurred or damages occasioned thereby;
- \* any combination of the above actions.

Prior to invoking any of the remedies for financial instability, breach and/or noncompliance specified in this paragraph, the Judicial Branch shall notify the Contractor in writing of the facts and circumstances constituting same and proposed remedies, if any. Within ten (10) business days of receipt of this notice, the Contractor shall correct such financial instability, breach and/or noncompliance to the satisfaction of the Judicial Branch and submit written documentation of the correction to the Branch. If the Judicial Branch finds that the financial instability, breach and/or noncompliance has not been corrected to its satisfaction, it shall provide written notice to the Contractor of the continuing financial instability, breach and/or noncompliance and may immediately or at any time thereafter invoke any or all remedies set forth in this paragraph.

- G. Claims and Controversies - Any controversy or claim arising out of this Agreement shall be construed and interpreted in accordance with applicable State of Connecticut and federal law. This provision shall not be deemed to be a waiver of sovereign immunity. The Contractor shall notify the Judicial Branch of any claim or controversy brought against it by any person or entity during the term of this agreement.
- H. Performance Standards - The Contractor agrees that all services shall be performed with skill and professional competence in accordance with the terms and conditions of this contract.
- I. Evaluations - The Judicial Branch reserves the right to inspect, monitor or otherwise evaluate the work being performed under this contract. The Contractor agrees to cooperate with the Judicial Branch in the monitoring and evaluation of services, which shall include, but not be limited to, providing reasonable access to and use of Contractor's facility for such purposes.
- J. Delay - If services are not provided within the time specified or within a reasonable time, if no time is specified, the Judicial Branch may exercise its options as outlined in Paragraph F herein.
- K. Contingencies - Neither party hereto shall be liable to the other for breach or delay in delivering or accepting services hereunder if such breach or delay is caused by fire, strike, riot, war, Acts of God, delay of carriers, governmental order or regulation or other contingency beyond the reasonable control of the respective parties. The Contractor shall give notice to the Judicial Branch of any such unavoidable delays or breaches.

- L. Non-Waiver - Failure of the Judicial Branch to insist upon strict performance of any terms and conditions herein shall not be deemed a waiver of any rights or remedies the Judicial Branch may have, nor deemed a waiver of any rights or remedies the Judicial Branch may have for any subsequent breach and/or noncompliance.
- M. Equal Opportunity - The Judicial Branch of the State of Connecticut is an Equal Opportunity employer and purchaser. No employee or applicant for employment or vendor will be discriminated against because of race, color, religious creed, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, age, present or past history of mental disorder, intellectual disability, mental disability, learning disability or physical disability including, but not limited to, blindness or veteran's status.
- N. Civil Rights Agreement - Federal civil rights laws applicable to agencies that receive Judicial Branch financial assistance from the U.S. Department of Justice must not discriminate in the delivery of programs, services or in their employment practices in any program or activity on the basis of actual or perceived race, color, national origin, physical or mental disability, age, religion or sex, or sexual orientation or gender identity, in compliance with Title VI of the Civil Rights Act of 1964, as amended, The Omnibus Crime Control and Safe Streets Act of 1968, (34 U.S.C. § 10228 (c)), Section 504 of the Federal Rehabilitation Act of 1973, as amended, Subtitle A, Title II of the American with Disabilities Act of 1990; Title IX of the Education Amendments Act of 1972, The Victims of Crime Act of 1984, the grant condition set out at section 40002 (b) (13) in the Violence Against Women Act of 1994, as amended, the Age Discrimination Act of 1975, and their U.S. Department of Justice implementing regulations 28 CFR Part 42, Subparts C, D, E, G and I, and Part 54, Department of Justice regulations on disability discrimination (28 C.F.R. part 38) and section 299A (b) of the Juvenile Justice and Delinquency Prevention Act of 2002. In accordance with Federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Federal law (Executive Order 13279 and 13559 and its U.S. Department of Justice implementing regulations 28 CFR part 38) also prohibits grant making agencies from discriminating either in favor of or against faith-based organizations in awarding Federal financial assistance and entities that receive direct Federal funding may not engage in explicitly religious activities in the federally funded program. If organizations conduct explicitly religious activities, those activities must be conducted separate in time or location from the federally funded program or service, and participation by beneficiaries must be voluntary. Recipients may not discriminate against prospective or actual beneficiaries on the basis of religion or religious belief.

Further, all subrecipients of Federal Funds under a State of Connecticut Judicial Branch program are required to have policies and procedures for responding to discrimination complaints from its employees and clients, customers, program participants or consumers. Subrecipient policies and procedures shall be made available to the Judicial Branch upon request.

(a) (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 such 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 on Human Rights and Opportunities (hereinafter, Commission); (3) 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, advising the labor union or workers' representative of the Contractor's commitments under General Statutes section 4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor agrees to comply with each provision of General Statutes sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to General Statutes sections 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) The Contractor agrees to provide the Commission on Human Rights and Opportunities and the Judicial Branch with such information requested by them, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of General Statutes sections 4a-60 and 46a-56.

(b) If the contract is a public works contract, municipal public works contract or a 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 project.

(c) (1) Any contractor who has one or more contracts with the Judicial Branch that is valued at less than fifty thousand dollars for each year of the contract shall provide the Judicial Branch with a written or electronic representation that complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above, provided if there is any change in such representation, the contractor shall provide the updated representation to the Judicial Branch not later than thirty days after such change.

(2) Any contractor who has one or more contracts with the Judicial Branch that is valued at fifty thousand dollars or more for any year of the contract shall provide the Judicial Branch with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above (see Exhibit I);

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor, if (i) the prior resolution is certified by a duly authorized corporate officer of such Contractor to be in effect on the date the documentation is submitted, and (ii) the Chief Court Administrator, or his or her designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Contractor complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above and is in effect on the date the affidavit is signed (See Exhibit J).

(3) The Judicial Branch is prohibited from awarding a contract to a contractor who has not provided the representation or documentation required under Paragraph N(c)(1) and N(c)(2) above, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the Judicial Branch, whichever is earlier. Such contractor shall also certify, in accordance with Paragraph N(c)(2)(B) or N(c)(2)(C) above, to the Judicial Branch, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the Judicial Branch is current and accurate.

(d) For the purposes of this Paragraph, "contract" includes any extension or modification of the contract, "Contractor" includes any successors or assigns of the Contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this Paragraph, "contract" does 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, as defined in General Statutes

section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in Paragraph N(d)(1), N(d)(2), N(d)(3) or N(d)(4) above.

(e) For the purposes of this Paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 General Statutes section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

(f) 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.

(g) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(h) The Contractor shall include the provisions of Paragraph N(a) and N(b) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the Judicial Branch 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 General Statutes section 46a-56; 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.

- O. Non-discrimination Regarding Sexual Orientation - (a) (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 of 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 (hereinafter, Commission) advising the labor union or workers' representative of the Contractor's commitments under General Statutes section 4a-60a 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 General Statutes section 4a-60a and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the General Statutes; and (4) The Contractor agrees to provide the Commission 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 sections 4a-60a and 46a-56 of the General Statutes.

(b) (1) Any contractor who has one or more contracts with the Judicial Branch that is valued at less than fifty thousand dollars for each year of the contract shall provide the Judicial Branch with a written representation that complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above.

(2) Any contractor who has one or more contracts with the Judicial Branch that is valued at fifty thousand dollars or more for any year of the contract shall provide the Judicial Branch with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above (See Exhibit J);

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor, if (i) the prior resolution is certified by a duly authorized corporate officer of such Contractor to be in effect on the date the documentation is submitted, and (ii) the Chief Court Administrator, or his or her designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Contractor complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above and is in effect on the date the affidavit is signed (See Exhibit J).

(3) The Judicial Branch is prohibited from awarding a contract to a contractor who has not provided the representation or documentation required under Paragraph O(b)(1) and O(b)(2) above, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the

information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the Judicial Branch, whichever is earlier. Such contractor shall also certify, in accordance with Paragraph O(b)(2)(B) or O(b)(2)(C) above, to the Judicial Branch, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the Judicial Branch is current and accurate.

(c) For the purposes of this Paragraph, "contract" includes any extension or modification of the contract, and "Contractor" includes any successors or assigns of the Contractor. For the purposes of this Paragraph, "contract" does 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, and (2) any other state, as defined in General Statutes section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

(d) The Contractor shall include the provisions of Paragraph O(a) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the Judicial Branch 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 General Statutes section 46a-56; 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.

P. **Americans With Disabilities Act of 1990** - This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USC section 12101-12189 and sections 12201-12213) (Supp. 1993); 47 USC sections 225, 611 (Supp. 1993). During the term of the contract, 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 will 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 Act.

Where applicable, the Contractor agrees to abide by the provisions of section 504 of the federal Rehabilitation Act of 1973, as amended, 29 USC section 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

Q. **Governing Law** - This contract and any resulting purchase order shall be governed by and construed in accordance with the laws of the State of Connecticut.

- R. Termination - This contract may be terminated by the Judicial Branch without cause upon 30 days written notice to the Contractor, or for cause without prior notice to the Contractor if the Judicial Branch deems that such termination is in the best interests of the state. In the event of termination, all monies due shall be prorated against the value of services accepted by the Judicial Branch. Notwithstanding the foregoing, cancellation due to the Contractor's breach is governed by Paragraph F herein.
- S. Intentionally Omitted
- T. Contract Price - Prices must remain firm during the contract period except that reasonable increases may be authorized during any extension of the initial contract period. Price reductions may be taken at any time. Price increases shall not be granted unless specifically allowed for in this contract and described in a document signed by both parties. Reasonable requests for price increases pertaining to an extension of the contract period will be considered at the time of such extension.
- U. Contract Amendments - Any changes to the Agreement will be made in the form of a written amendment signed by both parties.
- V. No Joint Venture - Nothing contained in this contract shall be construed as creating a joint venture, partnership or employment relationship among the parties hereto, nor shall any party have the right, power or authority to create any obligation or duty, express or implied, on behalf of any other party.
- W. Subcontractors - The Contractor shall not subcontract for any of the services required under this contract without notification to the Judicial Branch. Subcontractors shall be bound by all the terms and conditions of this contract. Subcontractors shall not relieve the prime Contractor(s) of its responsibilities under this contract. The Judicial Branch reserves the right to approve or reject any and all subcontractors and/or subcontractor agreements.
- X. Indemnification  
(a) The Contractor shall indemnify, defend and hold the State of Connecticut ("State") and/or the Judicial Branch, their agents, employees, public officials and representatives harmless from and against any and all (1) Claims, causes of action, demands for damages or liabilities of any kind, including the reasonable costs to defend such actions regardless of whether such action is successful or not, brought by any person or entity whatsoever, arising, directly or indirectly, from any act, error or omission (collectively, the "Acts") of the Contractor, its officers, directors, principals, agents, employees and representatives and any of Contractor's subcontractors and the officers, directors, principals, agents, employees and representatives of such subcontractors; 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 Acts. The Contractor shall use counsel reasonably acceptable to the State and/or the Judicial Branch in carrying out its obligations under this paragraph. The Contractor's obligations under this paragraph to indemnify, defend and hold harmless includes Claims concerning confidentiality of any part of or all of the Proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-

copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.

(b) The Contractor shall reimburse the State and/or the Judicial Branch for any and all damages to the real or personal property of the State and/or the Judicial Branch caused by the Acts of the Contractor, its officers, directors, principals, agents, employees and representatives and any of Contractor's subcontractors and the officers, directors, principals, agents, employees and representatives of such subcontractors. The State and/ or the Judicial Branch shall give the Contractor reasonable notice of any such Claims.

(c) The Contractor's duties under this paragraph 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 and/ or the Judicial Branch is alleged, or is found, to have contributed to the Acts giving rise to the Claims.

(d) The rights provided in this paragraph for the benefit of the State and/or the Judicial Branch shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(e) This paragraph shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

(f) For purposes of this paragraph, "Claim" shall include all actions, suits, demands, investigations and proceedings of any kind, open, pending or threatened, whether matured, unmatured, contingent, known or unknown, at law or in equity, in any forum.

- Y. **Notice of Litigation** - The Contractor agrees to notify the Judicial Branch if the Contractor is, or has a reasonable cause to expect to be, subject to litigation which might adversely affect the Contractor's ability to perform the agreed services or affect the Contractor's financial capacity.

The Contractor shall provide written notice to the Judicial Branch of any final decision by any tribunal, arbitrator or arbitration panel, or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise of claim or agreement of any kind for any action or proceeding brought against the Contractor or its employees or agents

- Z. **Ownership of Subsequent Products** - Any product, in whatever state of completion and whether acceptable or unacceptable, developed, specially ordered or commissioned under a contract awarded as a result of this MOU, shall be the sole property of the Judicial Branch. The Contractor agrees that work performed under this contract is a "work made for hire" and that the Judicial Branch shall be the sole and exclusive owner and copyright proprietor of all rights, title and interest in and to the work.

If for any reason the work does not constitute a "work made for hire" under applicable law, the Contractor agrees to irrevocably transfer and assign to the Judicial Branch ownership of the entire right, title and interest in and to the work and all rights associated with copyrights. Contractor agrees to execute all papers

and to perform such other proper acts as the Judicial Branch may deem necessary to secure for the Judicial Branch the rights herein assigned

AA. Prohibition Against Assignment - The Contractor shall not transfer, pledge or otherwise assign this contract or any rights or responsibilities hereunder, to any third party without prior written consent from the Judicial Branch.

AB. Copyrights - The Contractor shall not distribute any materials under this contract containing the copyrighted works of others without the written consent of the copyright holder. The Contractor shall obtain any necessary authorization(s) for usage of any such third-party materials.

For pre-existing works of authorship in which the Contractor holds a copyright interest, the Contractor agrees to grant the Judicial Branch a perpetual royalty-free, non-exclusive right and license to produce, reproduce, publish, distribute or otherwise use, and to authorize others to use for any governmental or public purpose, any materials prepared, created or distributed for use in the performance of this contract.

Unless otherwise indicated, the State of Connecticut Judicial Branch retains exclusive rights to ownership in its copyrighted protected works. All rights are reserved and any reproduction, adaptation, distribution, dissemination or making available of such copyrighted works is strictly prohibited unless prior written authorization is obtained from the Judicial Branch.

AC. Record Keeping and Access - The Contractor shall maintain books, records, documents, programs and individual service records and other evidence of its accounting and billing procedures and practices, which sufficiently and properly reflect all direct, allocable as direct and administrative and general costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or applicable Federal agencies. The Contractor shall retain all such books, records and other financial program and individual service documents concerning this contract for a period of three (3) years after each completed audit, or if no audit is conducted, for a period of five (5) years.

AD. Safeguarding Client Information - The Contractor agrees to safeguard the use and disclosure of information concerning all applicants for and all clients who receive service under this contract in accordance with all applicable Federal and State laws concerning confidentiality. The Contractor also agrees to follow the Chief Court Administrator policy adopted in accordance with General Statutes section 51-36a, regarding the access and disclosure of Judicial Branch records which are confidential pursuant to statute (available upon request). Any Contractor considered a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), agrees to follow HIPAA's privacy regulations governing the use of protected health information. In order to ensure the security and confidentiality of client data transmitted via email, the Contractor will not transmit client data in PDF files through unsecured email accounts, and will not utilize any free or unsecured email services for the transmission of client records and/or information. The

Contractor is solely responsible for any disclosure of information in violation of Federal and State law by it, its employees and agents. Upon termination of this contract, whether for cause or otherwise, the Contractor agrees to dispose of all client records in a manner determined by the Judicial Branch.

- AE. **Confidentiality of Records and Computer Files** - The Contractor agrees on behalf of the Contractor and the Contractor's principals, employees, agents, heirs, successors and assigns that (1) they may only access such Judicial Branch data, files, records, computers or other systems, as specifically set forth herein, and as are necessary for the performance of the Contractor's duties under this Judicial Branch contract, if any, and (2) they may only disclose, advertise, advertise for sale, sell or rent in any form or use any information obtained or created from, or by the work performed, pursuant to this Judicial Branch contract as specifically set forth in this contract. The Contractor shall take such reasonable actions as are necessary to protect the confidentiality of Judicial Branch records and computer files including, at a minimum, instructing each person assigned to work under this contract on the Contractor's behalf of the prohibition to access, use or disclose information not specifically authorized by this contract.

Any claim, harm or alleged harm, injury or alleged injury, resulting from the unauthorized use or unauthorized disclosure of such information obtained by the Contractor and/or the Contractor's principals, employees, agents, heirs, successors and assigns from work performed pursuant to this Judicial Branch contract, shall subject the Contractor to the indemnification provisions of this contract in addition to all other rights and remedies available to the Judicial Branch pursuant to this contract and law.

- AF. **Notice of Adverse Findings of Discrimination** - Contractors that receive United States Department of Justice funds shall submit directly to the U.S. Department of Justice and the Judicial Branch notice of any adverse findings of discrimination issued within the past three years after the opportunity for a due process hearing by any State or Federal administrative agency or court. Submissions under this provision should be forwarded to: U.S. Department of Justice Programs, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Washington, DC 20531 and the Materials Management Unit, the Judicial Branch of the State of Connecticut, 90 Washington Street, Hartford, CT 06106.
- AG. **Prohibited Interest** - The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment or modification of this Agreement, or to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
- AH. **Lobbying Activities** - Unless otherwise specifically required by this Agreement, the Contractor certifies that no state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of Congress or of the

Connecticut General Assembly, an officer or employee of Congress or the Connecticut General Assembly, in connection with the making of any Federal or State grant, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal or State grant or cooperative agreement.

If this Agreement or a subsequent amendment to this Agreement involves a federal grant or cooperative agreement (as defined at 28 CFR Part 69) of over \$100,000, the Contractor further certifies that:

- a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - L.L.L. "Disclosure of Lobbying Activities," in accordance with its instructions; and
- b. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

AI. **Suspension or Debarment** - Signature on this Agreement certifies that the Contractor or any person (including subcontractors) involved in the administration of state or federal funds:

- a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. Has not within a three-year period preceding this application been convicted of, 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; 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;
- c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) above;
- d. Has not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

There shall be an ongoing duty on the part of the Contractor to update any changes to the above paragraphs throughout the term of this Agreement.

AJ. Contractor Recording of Private Telephonic Communication - The Contractor certifies that if it records telephone communications that it will do so only in compliance with Connecticut General Statutes section 52-570d- Action for illegal recording of private telephonic communications. With limited exceptions, section 52-570d prohibits the recording of private oral telephonic conversations without the prior consent of all parties to the conversation, verbal notice of the recording at the start of the conversation (with such notice as part of the recording), or an automatic tone warning device which repeats at intervals of approximately every fifteen seconds.

AK. Criminal Investigations - Subject to constitutional limitation, it is a requirement of this contract that the Contractors, its officers, directors, principals, agents, employees and representatives and any subcontractors and such subcontracting officers, directors, principals, agents, employees and representatives, cooperate to the fullest extent possible with any and all investigations being conducted by federal, state and/or local law enforcement officials and/or the Judicial Branch.

AL. Compliance with Federal Limited English Proficiency (LEP) Requirements - Under Title VI and its implementing regulations, all Judicial Branch Contractors and subcontractors are required to take reasonable steps to ensure meaningful access to their programs and activities by limited English proficient (LEP) clients. Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English can be limited English proficient or (LEP), entitled to language assistance with respect to a particular type of service, benefit or encounter.

Contractor agrees to comply with Federal requirements under Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d, et seq., Title VI Regulations, and the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §10228 (c) (the "Safe Streets Act"), and the Victims of Crime Act, 34 U.S.C. §20110 (e), prohibiting discrimination based on national origin to ensure access to those with limited English proficiency. Contractor also agrees that it and its subcontractors will attend any LEP training session(s) required by the Judicial Branch.

AM. Prohibitions for Large State Contractors - No person who (1) is, or is seeking to be, prequalified under General Statutes section 4a-100, (2) is a party to a large state construction or procurement contract, as that term is defined in General Statutes section 1-101nm, or is seeking to enter into such contract with the Judicial Branch, a state agency, board, commission or institution or (3) is a party to a consultant services contract or is seeking to enter into such contract with the Judicial Branch, a state agency, board, commission or institution, shall:

- a. With the intent to obtain a competitive advantage over other bidders, solicit any information from a public official or state employee that the contractor knows is not and will not be available to other bidders for a large state construction or procurement contract that the contractor is seeking;
- b. Intentionally, willfully or with reckless disregard for the truth, charge the Judicial Branch, a state agency, board, commission or institution or quasi-



public agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price without authorization and falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or unreasonable or unsubstantiated prices for goods to the Judicial Branch, a state agency, board, commission or institution or quasi-public agency;

- c. Intentionally or willfully violate or attempt to circumvent state competitive bidding and ethics laws; or
- d. With the intent to unduly influence the award of a state contract, provide or direct another person to provide information concerning the donation of goods and services to a state agency or quasi-public agency, to the procurement staff of any state agency or quasi-public agency or a member of a bid selection committee.

Pursuant to General Statutes section 1-101nn, any person who is found in violation of any provision of this section by the Office of State Ethics may be deemed a nonresponsible bidder.

AN. **Consultant Prohibitions** - No person with whom the Judicial Branch, a state agency, board, commission or institution or quasi-public agency has contracted to provide consulting services to plan for specifications for any contract and no business with which the person is associated may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract or serve as a subcontractor or consultant to the person awarded such contract. Pursuant to Connecticut General Statutes section 1-101nn, any person who is found in violation of this paragraph by the Office of State Ethics may be deemed a nonresponsible bidder.

AO. **Audit Requirements** - As applicable, the Contractor is subject to Federal single audit requirements pursuant to the Uniform Guidance for Federal Awards and State Single Audit requirements pursuant to General Statutes sections 4-230 to 4-236 inclusive and to applicable regulations. Contractors exempt from the provisions of these acts may be required to submit to an audit at a time and in a manner prescribed by the Judicial Branch and at the expense of the Judicial Branch.

AP. **Maintenance Of Contractor Insurance Required** - The Contractor agrees that during the entire term of this agreement, it will carry sufficient liability and / or other insurance and will maintain that coverage in full force and effect for the duration of the agreement term, including any and all amendments or extensions thereof. The State of Connecticut Judicial Branch must be named as an additional insured, as its interest may appear, and must also be named as a certificate holder on all certificates of insurance required under this agreement. All insurance coverage must be obtained at the Contractor's sole expense. The Contractor shall annually provide the Judicial Branch with an updated certificate of insurance, no less than ten days prior to the expiration date of the insurance then in effect. The Contractor shall also provide the Judicial Branch with at least 10 days written notice prior to the cancellation, nonrenewal, revocation, amendment of or any material change in the

required insurance coverage. The following minimum coverage amounts must be maintained:

A	Worker's Compensation	CT Statutory Coverage required
B	Automobile Liability	\$1,000,000.00 (where applicable)
C	General Liability	\$1,000,000.00
D	Professional Liability	\$1,000,000.00 (where applicable)

AQ. Notice of Consulting Affidavit Requirements - Section 4a-81 of the Connecticut General Statutes (the "Act") requires that this solicitation include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, bidders are notified as follows:

(a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the affidavit described in paragraph AQ(b) below (see Exhibit A).

(b) (1) Any principal or key personnel of a person, firm or corporation who submit bids or proposals for a contract described in paragraph AQ(a) above shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with any such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of a state or quasi-public agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the following information for each consulting agreement listed: The name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) After the initial submission of such affidavit, the principal or key personnel of the person, firm or corporation shall not be required to resubmit such affidavit unless there is a change in the information contained in such affidavit. If there is any change in the information contained in the most recently filed affidavit required under this paragraph, the principal or key personnel of a person, firm or corporation who submit bids or proposals for a contract described in paragraph AQ(a) above shall

submit an updated affidavit either (A) not later than thirty days after the effective date of any such change, or (B) upon the submittal of any new bid or proposal, whichever is earlier.

(c) In the event that a bidder or vendor refuses to submit the affidavit required under paragraph AQ(b) above, such bidder or vendor shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

AR. Gift Certification - Section 4-252 (the "Statute") of the Connecticut General Statutes requires that the Request for Proposal or Request for Quotation, of which these Terms and Conditions are a part, include a notice of the bidder certification requirements described in the Statute. Accordingly, pursuant to the Statute, bidders are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this paragraph shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written or electronic certifications described in this paragraph (see Exhibit D). Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification either (1) not later than thirty days after the effective date of any such change, or (2) upon the submittal of any new bid or proposal for a large state contract, whichever is earlier. Such person shall also submit to the state agency or quasi-public agency an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

(c) The official or employee of such state agency or quasi-public agency who is authorized to execute state contracts shall certify that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

(d) Any principal or key personnel of the person, firm or corporation submitting a bid for a large state contract shall certify:

(1) That no gifts were by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participate substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state

contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee, and

(3) That the person, firm or corporation made is submitting bids or proposals without fraud or collusion with any person.

(e) Any bidder or proposer that does not make the certification required under paragraph AR(d) above shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

AS. **Iran Certification** - Section 4-252a of the Connecticut General Statutes (the "Act" for the purposes of this Paragraph) requires that the Request for Proposal or Request for Quotation, of which these Terms and Conditions are a part, include a notice of the bidder certification requirements described in the Act. Accordingly, bidders are notified as follows:

(a) For the purposes of this Paragraph, the terms "state agency" and "quasi-public agency" shall have the same meanings as provided in section 1-79 of the General Statutes, "large state contract," has the same meaning as provided in section 4-250 of the General Statutes and "entity" means any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States, but excludes any United States subsidiary of a foreign corporation.

(b) No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any entity who (1) has failed to submit a written certification indicating whether or not such entity has made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or has increased or renewed such investment on or after said date, or (2) has submitted a written certification indicating that such entity has made such an investment on or after October 1, 2013, or has increased or renewed such an investment on or after said date. Each such certification shall be sworn as true to the best knowledge and belief of the entity signing the certification, subject to the penalties of false statement.

(c) Prior to submitting a bid or proposal for a large state contract, each bidder or proposer who is an entity shall submit a certification (see Exhibit I) that such bidder or proposer has or has not made an investment as described in Paragraph AS(b) above.

(d) Any entity who makes a good faith effort to determine whether such entity has made an investment described in Paragraph AS(b) above shall not be subject to the penalties of false statement pursuant to this Paragraph. A "good faith effort" for purposes of this subsection includes a determination that such entity is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this Paragraph shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the contract.

AT. **Prison Rape Elimination Act (PREA)** - The Contractor /Provider shall comply with the United States Department of Justice Final Rule for National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act of 2003 (PREA) 34 U.S.C. § 30301, et seq., including its provisions for Zero Tolerance and employee training. Effective August 1, 2013, any unit of the state or any political subdivision of the state that contracts for or otherwise incarcerates or detains adult or juvenile offenders, shall adopt and comply with applicable PREA Community Confinement, Lockup, and Juvenile Facility Standards with regard to sexual abuse and sexual harassment in lockups, community confinement facilities, and juvenile facilities.

Exhibit II  
Procurement Standards

Recommended Contractor Procurement Standards

All goods, services, contracts or lease agreements obtained by the Contractor or its subcontractor under this Agreement should be by a competitive procurement process. For a good, service, contract or lease that costs between \$2,500 and \$9,999.99, the Contractor and/or subcontractor should obtain a minimum of three written quotes from qualified vendors prior to a commitment.

Required Contractor Procurement Standards

Purchases in excess of \$10,000 or more require three written bids obtained through an advertised, sealed bid process, which shall include a public bid opening. Notice of the bid must be placed in at least one statewide newspaper, at least 5 days before the published date for the submission of bids. Documentation of the procurement process employed must be maintained by the Contractor in accordance with section (7) of the MOU. Technical assistance in complying with these standards can be obtained by contacting the Judicial Branch Purchasing office at 860-706-5200.

**Memorandum of Understanding #8181-164  
Between The State of Connecticut Judicial Branch  
and New Haven Board of Education - West Rock Stream Academy  
for FY 2020 and FY 2021**

This Memorandum of Understanding (hereinafter, "MOU") is entered into as of the last date executed below by and between the Judicial Branch (hereinafter, Judicial) and New Haven Board of Education - Brennen-Rogers School of Communication and Media (hereinafter, Contractor).

**WHEREAS**, Public Act 19-117 provided funding through a line item in the Judicial budget for the Contractor for Fiscal Year 2020 and again for Fiscal Year 2021 for Youth Services Prevention Programs; and

**WHEREAS**, Judicial and the Contractor seek to set forth the terms and conditions for the expenditure of said funds;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises set forth in this MOU, the parties hereto mutually agree as follows:

1. To the extent that the funds budgeted for the Contractor are appropriated and allotted to Judicial for the purposes set out in this MOU, and subject to any future rescission or reduction of such appropriated or allocated funds, or changes to annualized funding adopted as part of the state budget, Judicial shall distribute the following funds to the Contractor in the manner indicated:

FY20:

Upon receipt of documents	\$3,750.00
On or about October 15, 2019	\$3,750.00
On or about January 15, 2020	\$3,750.00
<u>On or about April 15, 2020</u>	<u>\$3,750.00</u>
Total Annual Amount:	\$15,000.00

FY21:

Upon receipt of documents	\$3,750.00
On or about October 15, 2020	\$3,750.00
On or about January 15, 2021	\$3,750.00
<u>On or about April 15, 2021</u>	<u>\$3,750.00</u>
Total Annual Amount:	\$15,000.00

Judicial assumes no liability for payment under the terms of this agreement until the Contractor is notified that this Agreement has been approved and a Purchase Order has been issued.

The initial payment for each fiscal year shall be contingent upon receipt and acceptance by the Judicial Branch of the following required documents:

1. Description of Services (see Section 2)

## 2. Budget Narrative (see Section 3)

All subsequent payments shall be made in accordance with the schedule above, except that Judicial reserves the right to withhold payment pending timely receipt of all required documents as noted in the following sections and in accordance with the stated timeframes.

2. The Contractor shall submit to Judicial a description of services, including subcontractor name and service provided, consistent with the intent of Public Act 19-117 within thirty (30) days of execution of this MOU.
3. The Contractor shall submit to Judicial a budget narrative, including fully executed subcontracts for the expenditure of said funds within thirty (30) days of the execution of this MOU. Any transfers between line items shall not exceed five hundred dollars (\$500) or ten percent (10%) of the line item, whichever is less, unless submitted in writing to Judicial. All budget revision requests should be submitted in writing for review by June 1<sup>st</sup>.
4. Funds for each fiscal year, as may be amended per this agreement, shall be expended in accordance with the budget narrative. Any such funds not expended prior to the termination of this agreement, or otherwise reduced by amendment during the fiscal year, must be returned to Judicial within 30 days of the termination or amendment of the agreement. Funds not expended prior to the end of the fiscal year, designated for expenditure, must be returned to Judicial by August 1 following the end of the fiscal year.
5. The Contractor shall submit an annual report that shall include a summary of activities and the number of participants that the program served. A participant shall be defined as all initial participants (unique individuals not counted more than once) who took part in some or all activities offered by the program.
6. The Contractor shall submit to Judicial a Fiscal Expenditure Report on or before January 15<sup>th</sup> and July 15<sup>th</sup> of each contract year. Additional reporting, if requested, on any activities concerning the program shall be submitted within ten (10) days of the request or by a date deemed reasonable by the Judicial Branch.
7. The Contractor shall allow the Judicial Branch access to its books and records related to this MOU upon reasonable notice. The Contractor must retain copies of all receipts, including those for lease payments made under this agreement, for seven (7) years after the agreement has ended.
8. The Contractor shall comply with audit requests related to this MOU by Judicial or the Auditors of Public Accounts.
9. The Contractor agrees to the Judicial Branch standard terms and conditions for contract services attached hereto as Exhibit I and made a part hereof. Exhibit II provides guidelines for the procurement of goods and services, and is incorporated herein by reference.



10. The Contractor agrees not to use the name or logo of the Judicial Branch or include the Judicial Branch in any press or public relations activities, including publications for this program without prior written approval by the Judicial Branch External Affairs, for the duration of the contract term. Upon termination of this agreement, all reference to the Judicial Branch shall be removed from Contractor publications, including but not limited to brochures, websites and reports.
11. The Contractor shall provide notification to Judicial of any events of an emergency nature which might impact the operation of the program including but not limited to auto accidents, medical, fire, police or personal incidents/activities.

Except as provided in paragraph 1, this MOU may be changed, amended or modified only by an instrument in writing signed by the duly authorized representatives of both parties.

New Haven Board of Education -  
West Rock Stream Academy

STATE OF CONNECTICUT  
JUDICIAL BRANCH

By: \_\_\_\_\_  
Duly Authorized

By: \_\_\_\_\_  
Cortez G. White, Director  
Materials Management

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit I  
PROFESSIONAL SERVICES  
TERMS AND CONDITIONS A – AT

- A. **Entire Agreement** - The terms and conditions of this MOU constitute the entire agreement between the parties hereto and supersede all previous agreements, promises or representations whether written or oral. The contract resulting from this MOU may not be changed, altered or modified except by an instrument in writing signed by a duly authorized representative of both parties.
- B. **Acceptance** - The Contractor agrees to and accepts the terms and conditions stated herein.
- C. **Payment Terms** - Payment for services provided to the Judicial Branch are net 45 days upon receipt of invoice unless otherwise agreed to in writing by both parties.
- D. **Tax Exempt** - The Judicial Branch is exempt from Connecticut Sales Tax under General Statutes section 12-412, Federal Excise Taxes and the provisions of the Federal Robinson-Patman Act.
- E. **Applicable Law** - The Contractor shall comply with all Federal, State and local laws, standards and regulations applicable to Contractor's facility and the services being provided under this contract. The Contractor shall defend and save the Judicial Branch harmless against any actions or claims brought against it for losses, costs or damages by reason of actual or alleged infringements of letter of patent and/or copyright.
- F. **Contractor Default / Cancellation** - Any other provision of this Agreement notwithstanding, if the Contractor becomes financially unstable, breaches or otherwise fails to comply with any of the terms, provisions or conditions of this Agreement or in any of the Exhibits or Amendments which are part of this Agreement, the Judicial Branch may elect to pursue any one or more of the following remedies in any combination or sequence:
- seek damages.
  - withhold or reduce payment(s) until the breach is resolved to the satisfaction of the Judicial Branch.
  - require the Contractor to correct or cure the breach to the satisfaction of the Judicial Branch.
  - suspend the execution of all or part of the services.
  - require that unexpended or improperly expended funds be returned to the Judicial Branch.
  - recoup any money owed to the Judicial Branch from any future payments owing under this Agreement or any other Agreement between the Judicial Branch and the Contractor.
  - assign appropriate state personnel to fulfill the Contractor's obligations under this Agreement until such time as the Contractor's breaches have been corrected to the satisfaction of the Judicial Branch.
  - require that Agreement funding be expended by the Contractor to enter a subcontractual arrangement with a person, persons or agency designated by the Judicial Branch to fulfill the Contractor's obligations under this agreement.

- cancel this Agreement effective upon a date specified in a written notice delivered to the Contractor;
- take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State of Connecticut Judicial Branch, or the program, along with any other remedies provided by law, including, but not limited to, procuring services from other sources and charging the Contractor any excess costs incurred or damages occasioned thereby;
- any combination of the above actions.

Prior to invoking any of the remedies for financial instability, breach and/or noncompliance specified in this paragraph, the Judicial Branch shall notify the Contractor in writing of the facts and circumstances constituting same and proposed remedies, if any. Within ten (10) business days of receipt of this notice, the Contractor shall correct such financial instability, breach and/or noncompliance to the satisfaction of the Judicial Branch and submit written documentation of the correction to the Branch. If the Judicial Branch finds that the financial instability, breach and/or noncompliance has not been corrected to its satisfaction, it shall provide written notice to the Contractor of the continuing financial instability, breach and/or noncompliance and may immediately or at any time thereafter invoke any or all remedies set forth in this paragraph.

- G. **Claims and Controversies** - Any controversy or claim arising out of this Agreement shall be construed and interpreted in accordance with applicable State of Connecticut and federal law. This provision shall not be deemed to be a waiver of sovereign immunity. The Contractor shall notify the Judicial Branch of any claim or controversy brought against it by any person or entity during the term of this agreement.
- H. **Performance Standards** - The Contractor agrees that all services shall be performed with skill and professional competence in accordance with the terms and conditions of this contract.
- I. **Evaluations** - The Judicial Branch reserves the right to inspect, monitor or otherwise evaluate the work being performed under this contract. The Contractor agrees to cooperate with the Judicial Branch in the monitoring and evaluation of services, which shall include, but not be limited to, providing reasonable access to and use of Contractor's facility for such purposes.
- J. **Delay** - If services are not provided within the time specified or within a reasonable time, if no time is specified, the Judicial Branch may exercise its options as outlined in Paragraph F herein.
- K. **Contingencies** - Neither party hereto shall be liable to the other for breach or delay in delivering or accepting services hereunder if such breach or delay is caused by fire, strike, riot, war, Acts of God, delay of carriers, governmental order or regulation or other contingency beyond the reasonable control of the respective parties. The Contractor shall give notice to the Judicial Branch of any such unavoidable delays or breaches.

- L. Non-Waiver - Failure of the Judicial Branch to insist upon strict performance of any terms and conditions herein shall not be deemed a waiver of any rights or remedies the Judicial Branch may have, nor deemed a waiver of any rights or remedies the Judicial Branch may have for any subsequent breach and/or noncompliance.
- M. Equal Opportunity - The Judicial Branch of the State of Connecticut is an Equal Opportunity employer and purchaser. No employee or applicant for employment or vendor will be discriminated against because of race, color, religious creed, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, age, present or past history of mental disorder, intellectual disability, mental disability, learning disability or physical disability including, but not limited to, blindness or veteran's status.
- N. Civil Rights Agreement - Federal civil rights laws applicable to agencies that receive Judicial Branch financial assistance from the U.S. Department of Justice must not discriminate in the delivery of programs, services or in their employment practices in any program or activity on the basis of actual or perceived race, color, national origin, physical or mental disability, age, religion or sex, or sexual orientation or gender identity, in compliance with Title VI of the Civil Rights Act of 1964, as amended, The Omnibus Crime Control and Safe Streets Act of 1968, (34 U.S.C. § 10228 (c)), Section 504 of the Federal Rehabilitation Act of 1973, as amended, Subtitle A, Title II of the American with Disabilities Act of 1990; Title IX of the Education Amendments Act of 1972, The Victims of Crime Act of 1984, the grant condition set out at section 40002 (b) (13) in the Violence Against Women Act of 1994, as amended, the Age Discrimination Act of 1975, and their U.S. Department of Justice implementing regulations 28 CFR Part 42, Subparts C, D, E, G and I, and Part 54, Department of Justice regulations on disability discrimination (28 C.F.R. part 38) and section 299A (b) of the Juvenile Justice and Delinquency Prevention Act of 2002. In accordance with Federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Federal law (Executive Order 13279 and 13559 and its U.S. Department of Justice implementing regulations 28 CFR part 38) also prohibits grant making agencies from discriminating either in favor of or against faith-based organizations in awarding Federal financial assistance and entities that receive direct Federal funding may not engage in explicitly religious activities in the federally funded program. If organizations conduct explicitly religious activities, those activities must be conducted separate in time or location from the federally funded program or service, and participation by beneficiaries must be voluntary. Recipients may not discriminate against prospective or actual beneficiaries on the basis of religion or religious belief.

Further, all subrecipients of Federal Funds under a State of Connecticut Judicial Branch program are required to have policies and procedures for responding to discrimination complaints from its employees and clients, customers, program participants or consumers. Subrecipient policies and procedures shall be made available to the Judicial Branch upon request.

(a) (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 such 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 on Human Rights and Opportunities (hereinafter, Commission); (3) 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, advising the labor union or workers' representative of the Contractor's commitments under General Statutes section 4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor agrees to comply with each provision of General Statutes sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to General Statutes sections 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) The Contractor agrees to provide the Commission on Human Rights and Opportunities and the Judicial Branch with such information requested by them, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of General Statutes sections 4a-60 and 46a-56.

(b) If the contract is a public works contract, municipal public works contract or a 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 project.

(c) (1) Any contractor who has one or more contracts with the Judicial Branch that is valued at less than fifty thousand dollars for each year of the contract shall provide the Judicial Branch with a written or electronic representation that complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above, provided if there is any change in such representation, the contractor shall provide the updated representation to the Judicial Branch not later than thirty days after such change.

(2) Any contractor who has one or more contracts with the Judicial Branch that is valued at fifty thousand dollars or more for any year of the contract shall provide the Judicial Branch with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above (see Exhibit J);

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor, if (i) the prior resolution is certified by a duly authorized corporate officer of such Contractor to be in effect on the date the documentation is submitted, and (ii) the Chief Court Administrator, or his or her designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Contractor complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above and is in effect on the date the affidavit is signed (See Exhibit J).

(3) The Judicial Branch is prohibited from awarding a contract to a contractor who has not provided the representation or documentation required under Paragraph N(c)(1) and N(c)(2) above, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the Judicial Branch, whichever is earlier. Such contractor shall also certify, in accordance with Paragraph N(c)(2)(B) or N(c)(2)(C) above, to the Judicial Branch, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the Judicial Branch is current and accurate.

(d) For the purposes of this Paragraph, "contract" includes any extension or modification of the contract, "Contractor" includes any successors or assigns of the Contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this Paragraph, "contract" does 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, as defined in General Statutes:

section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in Paragraph N(d)(1), N(d)(2), N(d)(3) or N(d)(4) above.

(e) For the purposes of this Paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 General Statutes section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

(f) 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.

(g) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(h) The Contractor shall include the provisions of Paragraph N(a) and N(b) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the Judicial Branch 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 General Statutes section 46a-56; 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.

O. Non-discrimination Regarding Sexual Orientation - (a) (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 of 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 (hereinafter, Commission) advising the labor union or workers' representative of the Contractor's commitments under General Statutes section 4a-60a 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 General Statutes section 4a-60a and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the General Statutes; and (4) The Contractor agrees to provide the Commission 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 sections 4a-60a and 46a-56 of the General Statutes.

(b) (1) Any contractor who has one or more contracts with the Judicial Branch that is valued at less than fifty thousand dollars for each year of the contract shall provide the Judicial Branch with a written representation that complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above.

(2) Any contractor who has one or more contracts with the Judicial Branch that is valued at fifty thousand dollars or more for any year of the contract shall provide the Judicial Branch with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above (See Exhibit J);

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor, if (i) the prior resolution is certified by a duly authorized corporate officer of such Contractor to be in effect on the date the documentation is submitted, and (ii) the Chief Court Administrator, or his or her designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Contractor complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above and is in effect on the date the affidavit is signed (See Exhibit J).

(3) The Judicial Branch is prohibited from awarding a contract to a contractor who has not provided the representation or documentation required under Paragraph O(b)(1) and O(b)(2) above, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the



information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the Judicial Branch, whichever is earlier. Such contractor shall also certify, in accordance with Paragraph O(b)(2)(B) or O(b)(2)(C) above, to the Judicial Branch, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the Judicial Branch is current and accurate.

(c) For the purposes of this Paragraph, "contract" includes any extension or modification of the contract, and "Contractor" includes any successors or assigns of the Contractor. For the purposes of this Paragraph, "contract" does 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, and (2) any other state, as defined in General Statutes section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

(d) The Contractor shall include the provisions of Paragraph O(a) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the Judicial Branch 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 General Statutes section 46a-56; 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.

P. Americans With Disabilities Act of 1990 - This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USC section 12101-12189 and sections 12201-12213) (Supp. 1993); 47 USC sections 225, 611 (Supp. 1993). During the term of the contract, 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 will 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 Act.

Where applicable, the Contractor agrees to abide by the provisions of section 504 of the federal Rehabilitation Act of 1973, as amended, 29 USC section 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

Q. Governing Law - This contract and any resulting purchase order shall be governed by and construed in accordance with the laws of the State of Connecticut.

- R. Termination - This contract may be terminated by the Judicial Branch without cause upon 30 days written notice to the Contractor, or for cause without prior notice to the Contractor if the Judicial Branch deems that such termination is in the best interests of the state. In the event of termination, all monies due shall be prorated against the value of services accepted by the Judicial Branch. Notwithstanding the foregoing, cancellation due to the Contractor's breach is governed by Paragraph F herein.
- S. Intentionally Omitted
- T. Contract Price - Prices must remain firm during the contract period except that reasonable increases may be authorized during any extension of the initial contract period. Price reductions may be taken at any time. Price increases shall not be granted unless specifically allowed for in this contract and described in a document signed by both parties. Reasonable requests for price increases pertaining to an extension of the contract period will be considered at the time of such extension.
- U. Contract Amendments - Any changes to the Agreement will be made in the form of a written amendment signed by both parties.
- V. No Joint Venture - Nothing contained in this contract shall be construed as creating a joint venture, partnership or employment relationship among the parties hereto, nor shall any party have the right, power or authority to create any obligation or duty, express or implied, on behalf of any other party.
- W. Subcontractors - The Contractor shall not subcontract for any of the services required under this contract without notification to the Judicial Branch. Subcontractors shall be bound by all the terms and conditions of this contract. Subcontractors shall not relieve the prime Contractor(s) of its responsibilities under this contract. The Judicial Branch reserves the right to approve or reject any and all subcontractors and/or subcontractor agreements.
- X. Indemnification  
(a) The Contractor shall indemnify, defend and hold the State of Connecticut ("State") and/or the Judicial Branch, their agents, employees, public officials and representatives harmless from and against any and all (1) Claims, causes of action, demands for damages or liabilities of any kind, including the reasonable costs to defend such actions regardless of whether such action is successful or not, brought by any person or entity whatsoever, arising, directly or indirectly, from any act, error or omission (collectively, the "Acts") of the Contractor, its officers, directors, principals, agents, employees and representatives and any of Contractor's subcontractors and the officers, directors, principals, agents, employees and representatives of such subcontractors; 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 Acts. The Contractor shall use counsel reasonably acceptable to the State and/or the Judicial Branch in carrying out its obligations under this paragraph. The Contractor's obligations under this paragraph to indemnify, defend and hold harmless includes Claims concerning confidentiality of any part of or all of the Proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-

copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.

(b) The Contractor shall reimburse the State and/or the Judicial Branch for any and all damages to the real or personal property of the State and/or the Judicial Branch caused by the Acts of the Contractor, its officers, directors, principals, agents, employees and representatives and any of Contractor's subcontractors and the officers, directors, principals, agents, employees and representatives of such subcontractors. The State and/ or the Judicial Branch shall give the Contractor reasonable notice of any such Claims.

(c) The Contractor's duties under this paragraph 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 and/ or the Judicial Branch is alleged, or is found, to have contributed to the Acts giving rise to the Claims.

(d) The rights provided in this paragraph for the benefit of the State and/or the Judicial Branch shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(e) This paragraph shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

(f) For purposes of this paragraph, "Claim" shall include all actions, suits, demands, investigations and proceedings of any kind, open, pending or threatened, whether matured, unmatured, contingent, known or unknown, at law or in equity, in any forum.

- Y. **Notice of Litigation** - The Contractor agrees to notify the Judicial Branch if the Contractor is, or has a reasonable cause to expect to be, subject to litigation which might adversely affect the Contractor's ability to perform the agreed services or affect the Contractor's financial capacity.

The Contractor shall provide written notice to the Judicial Branch of any final decision by any tribunal, arbitrator or arbitration panel, or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise of claim or agreement of any kind for any action or proceeding brought against the Contractor or its employees or agents.

- Z. **Ownership of Subsequent Products** - Any product, in whatever state of completion and whether acceptable or unacceptable, developed, specially ordered or commissioned under a contract awarded as a result of this MOU, shall be the sole property of the Judicial Branch. The Contractor agrees that work performed under this contract is a "work made for hire" and that the Judicial Branch shall be the sole and exclusive owner and copyright proprietor of all rights, title and interest in and to the work.

If for any reason the work does not constitute a "work made for hire" under applicable law, the Contractor agrees to irrevocably transfer and assign to the Judicial Branch ownership of the entire right, title and interest in and to the work and all rights associated with copyrights. Contractor agrees to execute all papers

and to perform such other proper acts as the Judicial Branch may deem necessary to secure for the Judicial Branch the rights herein assigned.

- AA. Prohibition Against Assignment - The Contractor shall not transfer, pledge or otherwise assign this contract or any rights or responsibilities hereunder, to any third party without prior written consent from the Judicial Branch.
- AB. Copyrights - The Contractor shall not distribute any materials under this contract containing the copyrighted works of others without the written consent of the copyright holder. The Contractor shall obtain any necessary authorization(s) for usage of any such third-party materials.

For pre-existing works of authorship in which the Contractor holds a copyright interest, the Contractor agrees to grant the Judicial Branch a perpetual royalty-free, non-exclusive right and license to produce, reproduce, publish, distribute or otherwise use, and to authorize others to use for any governmental or public purpose, any materials prepared, created or distributed for use in the performance of this contract.

Unless otherwise indicated, the State of Connecticut Judicial Branch retains exclusive rights to ownership in its copyrighted protected works. All rights are reserved and any reproduction, adaptation, distribution, dissemination or making available of such copyrighted works is strictly prohibited unless prior written authorization is obtained from the Judicial Branch.

- AC. Record Keeping and Access - The Contractor shall maintain books, records, documents, programs and individual service records and other evidence of its accounting and billing procedures and practices, which sufficiently and properly reflect all direct, allocable as direct and administrative and general costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or applicable Federal agencies. The Contractor shall retain all such books, records and other financial program and individual service documents concerning this contract for a period of three (3) years after each completed audit, or if no audit is conducted, for a period of five (5) years.
- AD. Safeguarding Client Information - The Contractor agrees to safeguard the use and disclosure of information concerning all applicants for and all clients who receive service under this contract in accordance with all applicable Federal and State laws concerning confidentiality. The Contractor also agrees to follow the Chief Court Administrator policy adopted in accordance with General Statutes section 51-36a, regarding the access and disclosure of Judicial Branch records which are confidential pursuant to statute (available upon request). Any Contractor considered a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), agrees to follow HIPAA's privacy regulations governing the use of protected health information. In order to ensure the security and confidentiality of client data transmitted via email, the Contractor will not transmit client data in PDF files through unsecured email accounts, and will not utilize any free or unsecured email services for the transmission of client records and/or information. The

Contractor is solely responsible for any disclosure of information in violation of Federal and State law by it, its employees and agents. Upon termination of this contract, whether for cause or otherwise, the Contractor agrees to dispose of all client records in a manner determined by the Judicial Branch.

- AE. **Confidentiality of Records and Computer Files** - The Contractor agrees on behalf of the Contractor and the Contractor's principals, employees, agents, heirs, successors and assigns that (1) they may only access such Judicial Branch data, files, records, computers or other systems, as specifically set forth herein, and as are necessary for the performance of the Contractor's duties under this Judicial Branch contract, if any, and (2) they may only disclose, advertise, advertise for sale, sell or rent in any form or use any information obtained or created from, or by the work performed, pursuant to this Judicial Branch contract as specifically set forth in this contract. The Contractor shall take such reasonable actions as are necessary to protect the confidentiality of Judicial Branch records and computer files including, at a minimum, instructing each person assigned to work under this contract on the Contractor's behalf of the prohibition to access, use or disclose information not specifically authorized by this contract.

Any claim, harm or alleged harm, injury or alleged injury, resulting from the unauthorized use or unauthorized disclosure of such information obtained by the Contractor and/or the Contractor's principals, employees, agents, heirs, successors and assigns from work performed pursuant to this Judicial Branch contract, shall subject the Contractor to the indemnification provisions of this contract in addition to all other rights and remedies available to the Judicial Branch pursuant to this contract and law.

- AF. **Notice of Adverse Findings of Discrimination** - Contractors that receive United States Department of Justice funds shall submit directly to the U.S. Department of Justice and the Judicial Branch notice of any adverse findings of discrimination issued within the past three years after the opportunity for a due process hearing by any State or Federal administrative agency or court. Submissions under this provision should be forwarded to: U.S. Department of Justice Programs, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Washington, DC 20531 and the Materials Management Unit, the Judicial Branch of the State of Connecticut, 90 Washington Street, Hartford, CT 06106.

- AG. **Prohibited Interest** - The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment or modification of this Agreement, or to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

- AH. **Lobbying Activities** - Unless otherwise specifically required by this Agreement, the Contractor certifies that no state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of Congress or of the

Connecticut General Assembly, an officer or employee of Congress or the Connecticut General Assembly, in connection with the making of any Federal or State grant, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal or State grant or cooperative agreement.

If this Agreement or a subsequent amendment to this Agreement involves a federal grant or cooperative agreement (as defined at 28 CFR Part 69) of over \$100,000, the Contractor further certifies that:

- a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and
- b. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

AI. **Suspension or Debarment** - Signature on this Agreement certifies that the Contractor or any person (including subcontractors) involved in the administration of state or federal funds:

- a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. Has not within a three-year period preceding this application been convicted of, 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; 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;
- c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) above;
- d. Has not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

There shall be an ongoing duty on the part of the Contractor to update any changes to the above paragraphs throughout the term of this Agreement.

AJ. Contractor Recording of Private Telephonic Communication - The Contractor certifies that if it records telephone communications that it will do so only in compliance with Connecticut General Statutes section 52-570d- Action for illegal recording of private telephonic communications. With limited exceptions, section 52-570d prohibits the recording of private oral telephonic conversations without the prior consent of all parties to the conversation, verbal notice of the recording at the start of the conversation (with such notice as part of the recording), or an automatic tone warning device which repeats at intervals of approximately every fifteen seconds.

AK. Criminal Investigations - Subject to constitutional limitation, it is a requirement of this contract that the Contractors, its officers, directors, principals, agents, employees and representatives and any subcontractors and such subcontracting officers, directors, principals, agents, employees and representatives, cooperate to the fullest extent possible with any and all investigations being conducted by federal, state and/or local law enforcement officials and/or the Judicial Branch.

AL. Compliance with Federal Limited English Proficiency (LEP) Requirements - Under Title VI and its implementing regulations, all Judicial Branch Contractors and subcontractors are required to take reasonable steps to ensure meaningful access to their programs and activities by limited English proficient (LEP) clients. Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English can be limited English proficient or (LEP), entitled to language assistance with respect to a particular type of service, benefit or encounter.

Contractor agrees to comply with Federal requirements under Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d, et seq., Title VI Regulations, and the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §10228 (c) (the "Safe Streets Act"), and the Victims of Crime Act, 34 U.S.C. §20110 (e), prohibiting discrimination based on national origin to ensure access to those with limited English proficiency. Contractor also agrees that it and its subcontractors will attend any LEP training session(s) required by the Judicial Branch.

AM. Prohibitions for Large State Contractors - No person who (1) is, or is seeking to be, prequalified under General Statutes section 4a-100, (2) is a party to a large state construction or procurement contract, as that term is defined in General Statutes section 1-101mm, or is seeking to enter into such contract with the Judicial Branch, a state agency, board, commission or institution or (3) is a party to a consultant services contract or is seeking to enter into such contract with the Judicial Branch, a state agency, board, commission or institution, shall:

- a. With the intent to obtain a competitive advantage over other bidders, solicit any information from a public official or state employee that the contractor knows is not and will not be available to other bidders for a large state construction or procurement contract that the contractor is seeking;
- b. Intentionally, willfully or with reckless disregard for the truth, charge the Judicial Branch, a state agency, board, commission or institution or quasi-

public agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price without authorization and falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or unreasonable or unsubstantiated prices for goods to the Judicial Branch, a state agency, board, commission or institution or quasi-public agency;

- c. Intentionally or willfully violate or attempt to circumvent state competitive bidding and ethics laws; or
- d. With the intent to unduly influence the award of a state contract, provide or direct another person to provide information concerning the donation of goods and services to a state agency or quasi-public agency, to the procurement staff of any state agency or quasi-public agency or a member of a bid selection committee.

Pursuant to General Statutes section 1-101nn, any person who is found in violation of any provision of this section by the Office of State Ethics may be deemed a nonresponsible bidder.

AN. **Consultant Prohibitions** - No person with whom the Judicial Branch, a state agency, board, commission or institution or quasi-public agency has contracted to provide consulting services to plan for specifications for any contract and no business with which the person is associated may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract or serve as a subcontractor or consultant to the person awarded such contract. Pursuant to Connecticut General Statutes section 1-101nn, any person who is found in violation of this paragraph by the Office of State Ethics may be deemed a nonresponsible bidder.

AO. **Audit Requirements** - As applicable, the Contractor is subject to Federal single audit requirements pursuant to the Uniform Guidance for Federal Awards and State Single Audit requirements pursuant to General Statutes sections 4-230 to 4-236 inclusive and to applicable regulations. Contractors exempt from the provisions of these acts may be required to submit to an audit at a time and in a manner prescribed by the Judicial Branch and at the expense of the Judicial Branch.

AP. **Maintenance Of Contractor Insurance Required** - The Contractor agrees that during the entire term of this agreement, it will carry sufficient liability and / or other insurance and will maintain that coverage in full force and effect for the duration of the agreement term, including any and all amendments or extensions thereof. The State of Connecticut Judicial Branch must be named as an additional insured, as its interest may appear, and must also be named as a certificate holder on all certificates of insurance required under this agreement. All insurance coverage must be obtained at the Contractor's sole expense. The Contractor shall annually provide the Judicial Branch with an updated certificate of insurance, no less than ten days prior to the expiration date of the insurance then in effect. The Contractor shall also provide the Judicial Branch with at least 10 days written notice prior to the cancellation, nonrenewal, revocation, amendment of or any material change in the



required insurance coverage. The following minimum coverage amounts must be maintained:

A	Worker's Compensation	CT Statutory Coverage required
B	Automobile Liability	\$1,000,000.00 (where applicable)
C	General Liability	\$1,000,000.00
D	Professional Liability	\$1,000,000.00 (where applicable)

AQ. Notice of Consulting Affidavit Requirements - Section 4a-81 of the Connecticut General Statutes (the "Act") requires that this solicitation include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, bidders are notified as follows:

(a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the affidavit described in paragraph AQ(b) below (see Exhibit A).

(b) (1) Any principal or key personnel of a person, firm or corporation who submit bids or proposals for a contract described in paragraph AQ(a) above shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with any such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of a state or quasi-public agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the following information for each consulting agreement listed: The name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) After the initial submission of such affidavit, the principal or key personnel of the person, firm or corporation shall not be required to resubmit such affidavit unless there is a change in the information contained in such affidavit. If there is any change in the information contained in the most recently filed affidavit required under this paragraph, the principal or key personnel of a person, firm or corporation who submit bids or proposals for a contract described in paragraph AQ(a) above shall

submit an updated affidavit either (A) not later than thirty days after the effective date of any such change, or (B) upon the submittal of any new bid or proposal, whichever is earlier.

(c) In the event that a bidder or vendor refuses to submit the affidavit required under paragraph AQ(b) above, such bidder or vendor shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

AR. Gift Certification - Section 4-252 (the "Statute") of the Connecticut General Statutes requires that the Request for Proposal or Request for Quotation, of which these Terms and Conditions are a part, include a notice of the bidder certification requirements described in the Statute. Accordingly, pursuant to the Statute, bidders are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this paragraph shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written or electronic certifications described in this paragraph (see Exhibit D). Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification either (1) not later than thirty days after the effective date of any such change, or (2) upon the submittal of any new bid or proposal for a large state contract, whichever is earlier. Such person shall also submit to the state agency or quasi-public agency an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

(c) The official or employee of such state agency or quasi-public agency who is authorized to execute state contracts shall certify that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

(d) Any principal or key personnel of the person, firm or corporation submitting a bid for a large state contract shall certify:

(1) That no gifts were by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participate substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state

contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency:

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made is submitting bids or proposals without fraud or collusion with any person.

(e) Any bidder or proposer that does not make the certification required under paragraph AR(d) above shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

AS. **Iran Certification** – Section 4-252a of the Connecticut General Statutes (the "Act" for the purposes of this Paragraph) requires that the Request for Proposal or Request for Quotation, of which these Terms and Conditions are a part, include a notice of the bidder certification requirements described in the Act. Accordingly, bidders are notified as follows:

(a) For the purposes of this Paragraph, the terms "state agency" and "quasi-public agency" shall have the same meanings as provided in section 1-79 of the General Statutes, "large state contract," has the same meaning as provided in section 4-250 of the General Statutes and "entity" means any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States, but excludes any United States subsidiary of a foreign corporation.

(b) No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any entity who (1) has failed to submit a written certification indicating whether or not such entity has made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or has increased or renewed such investment on or after said date, or (2) has submitted a written certification indicating that such entity has made such an investment on or after October 1, 2013, or has increased or renewed such an investment on or after said date. Each such certification shall be sworn as true to the best knowledge and belief of the entity signing the certification, subject to the penalties of false statement.

(c) Prior to submitting a bid or proposal for a large state contract, each bidder or proposer who is an entity shall submit a certification (see Exhibit L) that such bidder or proposer has or has not made an investment as described in Paragraph AS(b) above.

(d) Any entity who makes a good faith effort to determine whether such entity has made an investment described in Paragraph AS(b) above shall not be subject to the penalties of false statement pursuant to this Paragraph. A "good faith effort" for purposes of this subsection includes a determination that such entity is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this Paragraph shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the contract.

AT. **Prison Rape Elimination Act (PREA)** - The Contractor /Provider shall comply with the United States Department of Justice Final Rule for National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act of 2003 (PREA) 34 U.S.C. § 30301, et seq., including its provisions for Zero Tolerance and employee training. Effective August 1, 2013, any unit of the state or any political subdivision of the state that contracts for or otherwise incarcerates or detains adult or juvenile offenders, shall adopt and comply with applicable PREA Community Confinement, Lockup, and Juvenile Facility Standards with regard to sexual abuse and sexual harassment in lockups, community confinement facilities, and juvenile facilities.

**Exhibit II**  
**Procurement Standards**

Recommended Contractor Procurement Standards

All goods, services, contracts or lease agreements obtained by the Contractor or its subcontractor under this Agreement should be by a competitive procurement process. For a good, service, contract or lease that costs between \$2,500 and \$9,999.99, the Contractor and/or subcontractor should obtain a minimum of three written quotes from qualified vendors prior to a commitment.

Required Contractor Procurement Standards

Purchases in excess of \$10,000 or more require three written bids obtained through an advertised, sealed bid process, which shall include a public bid opening. Notice of the bid must be placed in at least one statewide newspaper, at least 5 days before the published date for the submission of bids. Documentation of the procurement process employed must be maintained by the Contractor in accordance with section (7) of the MOU. Technical assistance in complying with these standards can be obtained by contacting the Judicial Branch Purchasing office at 860-706-5200.

**Memorandum of Understanding #8181-165  
Between The State of Connecticut Judicial Branch  
and New Haven Board of Education – Wexler-Grant Community  
School for FY 2020 and FY 2021**

This Memorandum of Understanding (hereinafter, "MOU") is entered into as of the last date executed below by and between the Judicial Branch (hereinafter, Judicial) and New Haven Board of Education – Brennen-Rogers School of Communication and Media (hereinafter, Contractor).

**WHEREAS**, Public Act 19-117 provided funding through a line item in the Judicial budget for the Contractor for Fiscal Year 2020 and again for Fiscal Year 2021 for Youth Services Prevention Programs; and

**WHEREAS**, Judicial and the Contractor seek to set forth the terms and conditions for the expenditure of said funds;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises set forth in this MOU, the parties hereto mutually agree as follows:

1. To the extent that the funds budgeted for the Contractor are appropriated and allotted to Judicial for the purposes set out in this MOU, and subject to any future rescission or reduction of such appropriated or allocated funds, or changes to annualized funding adopted as part of the state budget, Judicial shall distribute the following funds to the Contractor in the manner indicated:

FY20:

Upon receipt of documents	\$3,750.00
On or about October 15, 2019	\$3,750.00
On or about January 15, 2020	\$3,750.00
<u>On or about April 15, 2020</u>	<u>\$3,750.00</u>
Total Annual Amount:	\$15,000.00

FY21:

Upon receipt of documents	\$3,750.00
On or about October 15, 2020	\$3,750.00
On or about January 15, 2021	\$3,750.00
<u>On or about April 15, 2021</u>	<u>\$3,750.00</u>
Total Annual Amount:	\$15,000.00

Judicial assumes no liability for payment under the terms of this agreement until the Contractor is notified that this Agreement has been approved and a Purchase Order has been issued.

The initial payment for each fiscal year shall be contingent upon receipt and acceptance by the Judicial Branch of the following required documents:

1. Description of Services (see Section 2)

## 2. Budget Narrative (see Section 3)

All subsequent payments shall be made in accordance with the schedule above, except that Judicial reserves the right to withhold payment pending timely receipt of all required documents as noted in the following sections and in accordance with the stated timeframes.

2. The Contractor shall submit to Judicial a description of services, including subcontractor name and service provided, consistent with the intent of Public Act 19-117 within thirty (30) days of execution of this MOU.
3. The Contractor shall submit to Judicial a budget narrative, including fully executed subcontracts for the expenditure of said funds within thirty (30) days of the execution of this MOU. Any transfers between line items shall not exceed five hundred dollars (\$500) or ten percent (10%) of the line item, whichever is less, unless submitted in writing to Judicial. All budget revision requests should be submitted in writing for review by June 1<sup>st</sup>.
4. Funds for each fiscal year, as may be amended per this agreement, shall be expended in accordance with the budget narrative. Any such funds not expended prior to the termination of this agreement, or otherwise reduced by amendment during the fiscal year, must be returned to Judicial within 30 days of the termination or amendment of the agreement. Funds not expended prior to the end of the fiscal year, designated for expenditure, must be returned to Judicial by August 1 following the end of the fiscal year.
5. The Contractor shall submit an annual report that shall include a summary of activities and the number of participants that the program served. A participant shall be defined as all initial participants (unique individuals not counted more than once) who took part in some or all activities offered by the program.
6. The Contractor shall submit to Judicial a Fiscal Expenditure Report on or before January 15<sup>th</sup> and July 15<sup>th</sup> of each contract year. Additional reporting, if requested, on any activities concerning the program shall be submitted within ten (10) days of the request or by a date deemed reasonable by the Judicial Branch.
7. The Contractor shall allow the Judicial Branch access to its books and records related to this MOU upon reasonable notice. The Contractor must retain copies of all receipts, including those for lease payments made under this agreement, for seven (7) years after the agreement has ended.
8. The Contractor shall comply with audit requests related to this MOU by Judicial or the Auditors of Public Accounts.
9. The Contractor agrees to the Judicial Branch standard terms and conditions for contract services attached hereto as Exhibit I and made a part hereof. Exhibit II provides guidelines for the procurement of goods and services, and is incorporated herein by reference.

10. The Contractor agrees not to use the name or logo of the Judicial Branch or include the Judicial Branch in any press or public relations activities, including publications for this program without prior written approval by the Judicial Branch External Affairs, for the duration of the contract term. Upon termination of this agreement, all reference to the Judicial Branch shall be removed from Contractor publications, including but not limited to brochures, websites and reports.
  
11. The Contractor shall provide notification to Judicial of any events of an emergency nature which might impact the operation of the program including but not limited to auto accidents, medical, fire, police or personal incidents/activities.

Except as provided in paragraph 1, this MOU may be changed, amended or modified only by an instrument in writing signed by the duly authorized representatives of both parties.

New Haven Board of Education -  
Wexler-Grant Community School

STATE OF CONNECTICUT  
JUDICIAL BRANCH

By: \_\_\_\_\_

By: \_\_\_\_\_

Duly Authorized

Cortez G. White, Director  
Materials Management

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Exhibit I  
PROFESSIONAL SERVICES  
TERMS AND CONDITIONS A – AT

- A. Entire Agreement - The terms and conditions of this MOU constitute the entire agreement between the parties hereto and supersede all previous agreements, promises or representations whether written or oral. The contract resulting from this MOU may not be changed, altered or modified except by an instrument in writing signed by a duly authorized representative of both parties.
- B. Acceptance - The Contractor agrees to and accepts the terms and conditions stated herein.
- C. Payment Terms - Payment for services provided to the Judicial Branch are net 45 days upon receipt of invoice unless otherwise agreed to in writing by both parties.
- D. Tax Exempt - The Judicial Branch is exempt from Connecticut Sales Tax under General Statutes section 12-412, Federal Excise Taxes and the provisions of the Federal Robinson-Patman Act.
- E. Applicable Law - The Contractor shall comply with all Federal, State and local laws, standards and regulations applicable to Contractor's facility and the services being provided under this contract. The Contractor shall defend and save the Judicial Branch harmless against any actions or claims brought against it for losses, costs or damages by reason of actual or alleged infringements of letter of patent and/or copyright.
- F. Contractor Default / Cancellation - Any other provision of this Agreement notwithstanding, if the Contractor becomes financially unstable, breaches or otherwise fails to comply with any of the terms, provisions or conditions of this Agreement or in any of the Exhibits or Amendments which are part of this Agreement, the Judicial Branch may elect to pursue any one or more of the following remedies in any combination or sequence:
- seek damages.
  - withhold or reduce payment(s) until the breach is resolved to the satisfaction of the Judicial Branch.
  - require the Contractor to correct or cure the breach to the satisfaction of the Judicial Branch.
  - suspend the execution of all or part of the services.
  - require that unexpended or improperly expended funds be returned to the Judicial Branch.
  - recoup any money owed to the Judicial Branch from any future payments owing under this Agreement or any other Agreement between the Judicial Branch and the Contractor.
  - assign appropriate state personnel to fulfill the Contractor's obligations under this Agreement until such time as the Contractor's breaches have been corrected to the satisfaction of the Judicial Branch.
  - require that Agreement funding be expended by the Contractor to enter a subcontractual arrangement with a person, persons or agency designated by the Judicial Branch to fulfill the Contractor's obligations under this agreement.

- \* cancel this Agreement effective upon a date specified in a written notice delivered to the Contractor;
- \* take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State of Connecticut Judicial Branch, or the program, along with any other remedies provided by law, including, but not limited to, procuring services from other sources and charging the Contractor any excess costs incurred or damages occasioned thereby;
- \* any combination of the above actions.

Prior to invoking any of the remedies for financial instability, breach and/or noncompliance specified in this paragraph, the Judicial Branch shall notify the Contractor in writing of the facts and circumstances constituting same and proposed remedies, if any. Within ten (10) business days of receipt of this notice, the Contractor shall correct such financial instability, breach and/or noncompliance to the satisfaction of the Judicial Branch and submit written documentation of the correction to the Branch. If the Judicial Branch finds that the financial instability, breach and/or noncompliance has not been corrected to its satisfaction, it shall provide written notice to the Contractor of the continuing financial instability, breach and/or noncompliance and may immediately or at any time thereafter invoke any or all remedies set forth in this paragraph.

- G. **Claims and Controversies** - Any controversy or claim arising out of this Agreement shall be construed and interpreted in accordance with applicable State of Connecticut and federal law. This provision shall not be deemed to be a waiver of sovereign immunity. The Contractor shall notify the Judicial Branch of any claim or controversy brought against it by any person or entity during the term of this agreement.
- H. **Performance Standards** - The Contractor agrees that all services shall be performed with skill and professional competence in accordance with the terms and conditions of this contract.
- I. **Evaluations** - The Judicial Branch reserves the right to inspect, monitor or otherwise evaluate the work being performed under this contract. The Contractor agrees to cooperate with the Judicial Branch in the monitoring and evaluation of services, which shall include, but not be limited to, providing reasonable access to and use of Contractor's facility for such purposes.
- J. **Delay** - If services are not provided within the time specified or within a reasonable time, if no time is specified, the Judicial Branch may exercise its options as outlined in Paragraph F herein.
- K. **Contingencies** - Neither party hereto shall be liable to the other for breach or delay in delivering or accepting services hereunder if such breach or delay is caused by fire, strike, riot, war, Acts of God, delay of carriers, governmental order or regulation or other contingency beyond the reasonable control of the respective parties. The Contractor shall give notice to the Judicial Branch of any such unavoidable delays or breaches.

- L. Non-Waiver - Failure of the Judicial Branch to insist upon strict performance of any terms and conditions herein shall not be deemed a waiver of any rights or remedies the Judicial Branch may have, nor deemed a waiver of any rights or remedies the Judicial Branch may have for any subsequent breach and/or noncompliance.
- M. Equal Opportunity - The Judicial Branch of the State of Connecticut is an Equal Opportunity employer and purchaser. No employee or applicant for employment or vendor will be discriminated against because of race, color, religious creed, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, age, present or past history of mental disorder, intellectual disability, mental disability, learning disability or physical disability including, but not limited to, blindness or veteran's status.
- N. Civil Rights Agreement - Federal civil rights laws applicable to agencies that receive Judicial Branch financial assistance from the U.S. Department of Justice must not discriminate in the delivery of programs, services or in their employment practices in any program or activity on the basis of actual or perceived race, color, national origin, physical or mental disability, age, religion or sex, or sexual orientation or gender identity, in compliance with Title VI of the Civil Rights Act of 1964, as amended, The Omnibus Crime Control and Safe Streets Act of 1968, (34 U.S.C. § 10228 (c)), Section 504 of the Federal Rehabilitation Act of 1973, as amended, Subtitle A, Title II of the American with Disabilities Act of 1990; Title IX of the Education Amendments Act of 1972, The Victims of Crime Act of 1984, the grant condition set out at section 40002 (b) (13) in the Violence Against Women Act of 1994, as amended, the Age Discrimination Act of 1975, and their U.S. Department of Justice implementing regulations 28 CFR Part 42, Subparts C, D, E, G and I, and Part 54, Department of Justice regulations on disability discrimination (28 C.F.R. part 38) and section 299A (b) of the Juvenile Justice and Delinquency Prevention Act of 2002. In accordance with Federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Federal law (Executive Order 13279 and 13559 and its U.S. Department of Justice implementing regulations 28 CFR part 38) also prohibits grant making agencies from discriminating either in favor of or against faith-based organizations in awarding Federal financial assistance and entities that receive direct Federal funding may not engage in explicitly religious activities in the federally funded program. If organizations conduct explicitly religious activities, those activities must be conducted separate in time or location from the federally funded program or service, and participation by beneficiaries must be voluntary. Recipients may not discriminate against prospective or actual beneficiaries on the basis of religion or religious belief.

Further, all subrecipients of Federal Funds under a State of Connecticut Judicial Branch program are required to have policies and procedures for responding to discrimination complaints from its employees and clients, customers, program participants or consumers. Subrecipient policies and procedures shall be made available to the Judicial Branch upon request.

- (a) (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 such 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 on Human Rights and Opportunities (hereinafter, Commission); (3) 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, advising the labor union or workers' representative of the Contractor's commitments under General Statutes section 4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor agrees to comply with each provision of General Statutes sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to General Statutes sections 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) The Contractor agrees to provide the Commission on Human Rights and Opportunities and the Judicial Branch with such information requested by them, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of General Statutes sections 4a-60 and 46a-56.

(b) If the contract is a public works contract, municipal public works contract or a 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 project.

(c) (1) Any contractor who has one or more contracts with the Judicial Branch that is valued at less than fifty thousand dollars for each year of the contract shall provide the Judicial Branch with a written or electronic representation that complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above, provided if there is any change in such representation, the contractor shall provide the updated representation to the Judicial Branch not later than thirty days after such change.

(2) Any contractor who has one or more contracts with the Judicial Branch that is valued at fifty thousand dollars or more for any year of the contract shall provide the Judicial Branch with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above (see Exhibit J).

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor, if (i) the prior resolution is certified by a duly authorized corporate officer of such Contractor to be in effect on the date the documentation is submitted, and (ii) the Chief Court Administrator, or his or her designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Contractor complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above and is in effect on the date the affidavit is signed (See Exhibit J).

(3) The Judicial Branch is prohibited from awarding a contract to a contractor who has not provided the representation or documentation required under Paragraph N(c)(1) and N(c)(2) above, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the Judicial Branch, whichever is earlier. Such contractor shall also certify, in accordance with Paragraph N(c)(2)(B) or N(c)(2)(C) above, to the Judicial Branch, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the Judicial Branch is current and accurate.

(d) For the purposes of this Paragraph, "contract" includes any extension or modification of the contract, "Contractor" includes any successors or assigns of the Contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this Paragraph, "contract" does 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, as defined in General Statutes

section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in Paragraph N(d)(1), N(d)(2), N(d)(3) or N(d)(4) above.

(e) For the purposes of this Paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 General Statutes section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

(f) 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.

(g) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(h) The Contractor shall include the provisions of Paragraph N(a) and N(b) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the Judicial Branch 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 General Statutes section 46a-56; 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.

O. Non-discrimination Regarding Sexual Orientation - (a) (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 of 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 (hereinafter, Commission) advising the labor union or workers' representative of the Contractor's commitments under General Statutes section 4a-60a 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 General Statutes section 4a-60a and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the General Statutes; and (4) The Contractor agrees to provide the Commission 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 sections 4a-60a and 46a-56 of the General Statutes.

(b) (1) Any contractor who has one or more contracts with the Judicial Branch that is valued at less than fifty thousand dollars for each year of the contract shall provide the Judicial Branch with a written representation that complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above.

(2) Any contractor who has one or more contracts with the Judicial Branch that is valued at fifty thousand dollars or more for any year of the contract shall provide the Judicial Branch with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above (See Exhibit J);

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor, if (i) the prior resolution is certified by a duly authorized corporate officer of such Contractor to be in effect on the date the documentation is submitted, and (ii) the Chief Court Administrator, or his or her designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Contractor complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above and is in effect on the date the affidavit is signed (See Exhibit J).

(3) The Judicial Branch is prohibited from awarding a contract to a contractor who has not provided the representation or documentation required under Paragraph O(b)(1) and O(b)(2) above, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the

information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the Judicial Branch, whichever is earlier. Such contractor shall also certify, in accordance with Paragraph O(b)(2)(B) or O(b)(2)(C) above, to the Judicial Branch, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the Judicial Branch is current and accurate.

(c) For the purposes of this Paragraph, "contract" includes any extension or modification of the contract, and "Contractor" includes any successors or assigns of the Contractor. For the purposes of this Paragraph, "contract" does 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, and (2) any other state, as defined in General Statutes section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

(d) The Contractor shall include the provisions of Paragraph O(a) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the Judicial Branch 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 General Statutes section 46a-56; 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.

P. Americans With Disabilities Act of 1990 - This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USC section 12101-12189 and sections 12201-12213) (Supp. 1993); 47 USC sections 225, 611 (Supp. 1993). During the term of the contract, 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 will 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 Act.

Where applicable, the Contractor agrees to abide by the provisions of section 504 of the federal Rehabilitation Act of 1973, as amended, 29 USC section 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

Q. Governing Law - This contract and any resulting purchase order shall be governed by and construed in accordance with the laws of the State of Connecticut.



- R. Termination - This contract may be terminated by the Judicial Branch without cause upon 30 days written notice to the Contractor, or for cause without prior notice to the Contractor if the Judicial Branch deems that such termination is in the best interests of the state. In the event of termination, all monies due shall be prorated against the value of services accepted by the Judicial Branch. Notwithstanding the foregoing, cancellation due to the Contractor's breach is governed by Paragraph F herein.
- S. Intentionally Omitted
- T. Contract Price - Prices must remain firm during the contract period except that reasonable increases may be authorized during any extension of the initial contract period. Price reductions may be taken at any time. Price increases shall not be granted unless specifically allowed for in this contract and described in a document signed by both parties. Reasonable requests for price increases pertaining to an extension of the contract period will be considered at the time of such extension.
- U. Contract Amendments - Any changes to the Agreement will be made in the form of a written amendment signed by both parties.
- V. No Joint Venture - Nothing contained in this contract shall be construed as creating a joint venture, partnership or employment relationship among the parties hereto, nor shall any party have the right, power or authority to create any obligation or duty, express or implied, on behalf of any other party.
- W. Subcontractors - The Contractor shall not subcontract for any of the services required under this contract without notification to the Judicial Branch. Subcontractors shall be bound by all the terms and conditions of this contract. Subcontractors shall not relieve the prime Contractor(s) of its responsibilities under this contract. The Judicial Branch reserves the right to approve or reject any and all subcontractors and/or subcontractor agreements.
- X. Indemnification  
(a) The Contractor shall indemnify, defend and hold the State of Connecticut ("State") and/or the Judicial Branch, their agents, employees, public officials and representatives harmless from and against any and all (1) Claims, causes of action, demands for damages or liabilities of any kind, including the reasonable costs to defend such actions regardless of whether such action is successful or not, brought by any person or entity whatsoever, arising, directly or indirectly, from any act, error or omission (collectively, the "Acts") of the Contractor, its officers, directors, principals, agents, employees and representatives and any of Contractor's subcontractors and the officers, directors, principals, agents, employees and representatives of such subcontractors; 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 Acts. The Contractor shall use counsel reasonably acceptable to the State and/or the Judicial Branch in carrying out its obligations under this paragraph. The Contractor's obligations under this paragraph to indemnify, defend and hold harmless includes Claims concerning confidentiality of any part of or all of the Proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-

copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.

(b) The Contractor shall reimburse the State and/or the Judicial Branch for any and all damages to the real or personal property of the State and/or the Judicial Branch caused by the Acts of the Contractor, its officers, directors, principals, agents, employees and representatives and any of Contractor's subcontractors and the officers, directors, principals, agents, employees and representatives of such subcontractors. The State and/ or the Judicial Branch shall give the Contractor reasonable notice of any such Claims.

(c) The Contractor's duties under this paragraph 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 and/ or the Judicial Branch is alleged, or is found, to have contributed to the Acts giving rise to the Claims.

(d) The rights provided in this paragraph for the benefit of the State and/or the Judicial Branch shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(e) This paragraph shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

(f) For purposes of this paragraph, "Claim" shall include all actions, suits, demands, investigations and proceedings of any kind, open, pending or threatened, whether matured, unmatured, contingent, known or unknown, at law or in equity, in any forum.

- Y. **Notice of Litigation** - The Contractor agrees to notify the Judicial Branch if the Contractor is, or has a reasonable cause to expect to be, subject to litigation which might adversely affect the Contractor's ability to perform the agreed services or affect the Contractor's financial capacity.

The Contractor shall provide written notice to the Judicial Branch of any final decision by any tribunal, arbitrator or arbitration panel, or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise of claim or agreement of any kind for any action or proceeding brought against the Contractor or its employees or agents.

- Z. **Ownership of Subsequent Products** - Any product, in whatever state of completion and whether acceptable or unacceptable, developed, specially ordered or commissioned under a contract awarded as a result of this MOU, shall be the sole property of the Judicial Branch. The Contractor agrees that work performed under this contract is a "work made for hire" and that the Judicial Branch shall be the sole and exclusive owner and copyright proprietor of all rights, title and interest in and to the work.

If for any reason the work does not constitute a "work made for hire" under applicable law, the Contractor agrees to irrevocably transfer and assign to the Judicial Branch ownership of the entire right, title and interest in and to the work and all rights associated with copyrights. Contractor agrees to execute all papers

and to perform such other proper acts as the Judicial Branch may deem necessary to secure for the Judicial Branch the rights herein assigned.

- AA. Prohibition Against Assignment - The Contractor shall not transfer, pledge or otherwise assign this contract or any rights or responsibilities hereunder, to any third party without prior written consent from the Judicial Branch.
- AB. Copyrights - The Contractor shall not distribute any materials under this contract containing the copyrighted works of others without the written consent of the copyright holder. The Contractor shall obtain any necessary authorization(s) for usage of any such third-party materials.

For pre-existing works of authorship in which the Contractor holds a copyright interest, the Contractor agrees to grant the Judicial Branch a perpetual royalty-free, non-exclusive right and license to produce, reproduce, publish, distribute or otherwise use, and to authorize others to use for any governmental or public purpose, any materials prepared, created or distributed for use in the performance of this contract.

Unless otherwise indicated, the State of Connecticut Judicial Branch retains exclusive rights to ownership in its copyrighted protected works. All rights are reserved and any reproduction, adaptation, distribution, dissemination or making available of such copyrighted works is strictly prohibited unless prior written authorization is obtained from the Judicial Branch.

- AC. Record Keeping and Access - The Contractor shall maintain books, records, documents, programs and individual service records and other evidence of its accounting and billing procedures and practices, which sufficiently and properly reflect all direct, allocable as direct and administrative and general costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or applicable Federal agencies. The Contractor shall retain all such books, records and other financial program and individual service documents concerning this contract for a period of three (3) years after each completed audit, or if no audit is conducted, for a period of five (5) years.
- AD. Safeguarding Client Information - The Contractor agrees to safeguard the use and disclosure of information concerning all applicants for and all clients who receive service under this contract in accordance with all applicable Federal and State laws concerning confidentiality. The Contractor also agrees to follow the Chief Court Administrator policy adopted in accordance with General Statutes section 51-36a, regarding the access and disclosure of Judicial Branch records which are confidential pursuant to statute (available upon request). Any Contractor considered a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), agrees to follow HIPAA's privacy regulations governing the use of protected health information. In order to ensure the security and confidentiality of client data transmitted via email, the Contractor will not transmit client data in PDF files through unsecured email accounts, and will not utilize any free or unsecured email services for the transmission of client records and/or information. The

Contractor is solely responsible for any disclosure of information in violation of Federal and State law by it, its employees and agents. Upon termination of this contract, whether for cause or otherwise, the Contractor agrees to dispose of all client records in a manner determined by the Judicial Branch.

AE. **Confidentiality of Records and Computer Files** - The Contractor agrees on behalf of the Contractor and the Contractor's principals, employees, agents, heirs, successors and assigns that (1) they may only access such Judicial Branch data, files, records, computers or other systems, as specifically set forth herein, and as are necessary for the performance of the Contractor's duties under this Judicial Branch contract, if any, and (2) they may only disclose, advertise, advertise for sale, sell or rent in any form or use any information obtained or created from, or by the work performed, pursuant to this Judicial Branch contract as specifically set forth in this contract. The Contractor shall take such reasonable actions as are necessary to protect the confidentiality of Judicial Branch records and computer files including, at a minimum, instructing each person assigned to work under this contract on the Contractor's behalf of the prohibition to access, use or disclose information not specifically authorized by this contract.

Any claim, harm or alleged harm, injury or alleged injury, resulting from the unauthorized use or unauthorized disclosure of such information obtained by the Contractor and/or the Contractor's principals, employees, agents, heirs, successors and assigns from work performed pursuant to this Judicial Branch contract, shall subject the Contractor to the indemnification provisions of this contract in addition to all other rights and remedies available to the Judicial Branch pursuant to this contract and law.

AF. **Notice of Adverse Findings of Discrimination** - Contractors that receive United States Department of Justice funds shall submit directly to the U.S. Department of Justice and the Judicial Branch notice of any adverse findings of discrimination issued within the past three years after the opportunity for a due process hearing by any State or Federal administrative agency or court. Submissions under this provision should be forwarded to: U.S. Department of Justice Programs, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Washington, DC 20531 and the Materials Management Unit, the Judicial Branch of the State of Connecticut, 90 Washington Street, Hartford, CT 06106.

AG. **Prohibited Interest** - The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment or modification of this Agreement, or to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

AH. **Lobbying Activities** - Unless otherwise specifically required by this Agreement, the Contractor certifies that no state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of Congress or of the

Connecticut General Assembly, an officer or employee of Congress or the Connecticut General Assembly, in connection with the making of any Federal or State grant, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal or State grant or cooperative agreement.

If this Agreement or a subsequent amendment to this Agreement involves a federal grant or cooperative agreement (as defined at 28 CFR Part 69) of over \$100,000, the Contractor further certifies that:

- a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - L.L.J. "Disclosure of Lobbying Activities," in accordance with its instructions; and
- b. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

AI. **Suspension or Debarment** - Signature on this Agreement certifies that the Contractor or any person (including subcontractors) involved in the administration of state or federal funds:

- a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. Has not within a three-year period preceding this application been convicted of, 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; 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;
- c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) above;
- d. Has not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

There shall be an ongoing duty on the part of the Contractor to update any changes to the above paragraphs throughout the term of this Agreement.

AI. Contractor Recording of Private Telephonic Communication - The Contractor certifies that if it records telephone communications that it will do so only in compliance with Connecticut General Statutes section 52-570d- Action for illegal recording of private telephonic communications. With limited exceptions, section 52-570d prohibits the recording of private oral telephonic conversations without the prior consent of all parties to the conversation, verbal notice of the recording at the start of the conversation (with such notice as part of the recording), or an automatic tone warning device which repeats at intervals of approximately every fifteen seconds.

AK. Criminal Investigations - Subject to constitutional limitation, it is a requirement of this contract that the Contractors, its officers, directors, principals, agents, employees and representatives and any subcontractors and such subcontracting officers, directors, principals, agents, employees and representatives, cooperate to the fullest extent possible with any and all investigations being conducted by federal, state and/or local law enforcement officials and/or the Judicial Branch.

AL. Compliance with Federal Limited English Proficiency (LEP) Requirements - Under Title VI and its implementing regulations, all Judicial Branch Contractors and subcontractors are required to take reasonable steps to ensure meaningful access to their programs and activities by limited English proficient (LEP) clients. Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English can be limited English proficient or (LEP), entitled to language assistance with respect to a particular type of service, benefit or encounter.

Contractor agrees to comply with Federal requirements under Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d, et seq., Title VI Regulations, and the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §10228 (c) (the "Safe Streets Act"), and the Victims of Crime Act, 34 U.S.C. §20110 (e), prohibiting discrimination based on national origin to ensure access to those with limited English proficiency. Contractor also agrees that it and its subcontractors will attend any LEP training session(s) required by the Judicial Branch.

AM. Prohibitions for Large State Contractors - No person who (1) is, or is seeking to be, prequalified under General Statutes section 4a-100, (2) is a party to a large state construction or procurement contract, as that term is defined in General Statutes section 1-101mm, or is seeking to enter into such contract with the Judicial Branch, a state agency, board, commission or institution or (3) is a party to a consultant services contract or is seeking to enter into such contract with the Judicial Branch, a state agency, board, commission or institution, shall:

- a. With the intent to obtain a competitive advantage over other bidders, solicit any information from a public official or state employee that the contractor knows is not and will not be available to other bidders for a large state construction or procurement contract that the contractor is seeking;
- b. Intentionally, willfully or with reckless disregard for the truth, charge the Judicial Branch, a state agency, board, commission or institution or quasi-

public agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price without authorization and falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or unreasonable or unsubstantiated prices for goods to the Judicial Branch, a state agency, board, commission or institution or quasi-public agency;

- c. Intentionally or willfully violate or attempt to circumvent state competitive bidding and ethics laws; or
- d. With the intent to unduly influence the award of a state contract, provide or direct another person to provide information concerning the donation of goods and services to a state agency or quasi-public agency, to the procurement staff of any state agency or quasi-public agency or a member of a bid selection committee.

Pursuant to General Statutes section 1-101nn, any person who is found in violation of any provision of this section by the Office of State Ethics may be deemed a nonresponsible bidder.

AN. **Consultant Prohibitions** - No person with whom the Judicial Branch, a state agency, board, commission or institution or quasi-public agency has contracted to provide consulting services to plan for specifications for any contract and no business with which the person is associated may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract or serve as a subcontractor or consultant to the person awarded such contract. Pursuant to Connecticut General Statutes section 1-101nn, any person who is found in violation of this paragraph by the Office of State Ethics may be deemed a nonresponsible bidder.

AO. **Audit Requirements** - As applicable, the Contractor is subject to Federal single audit requirements pursuant to the Uniform Guidance for Federal Awards and State Single Audit requirements pursuant to General Statutes sections 4-230 to 4-236 inclusive and to applicable regulations. Contractors exempt from the provisions of these acts may be required to submit to an audit at a time and in a manner prescribed by the Judicial Branch and at the expense of the Judicial Branch.

AP. **Maintenance Of Contractor Insurance Required** - The Contractor agrees that during the entire term of this agreement, it will carry sufficient liability and / or other insurance and will maintain that coverage in full force and effect for the duration of the agreement term, including any and all amendments or extensions thereof. The State of Connecticut Judicial Branch must be named as an additional insured, as its interest may appear, and must also be named as a certificate holder on all certificates of insurance required under this agreement. All insurance coverage must be obtained at the Contractor's sole expense. The Contractor shall annually provide the Judicial Branch with an updated certificate of insurance, no less than ten days prior to the expiration date of the insurance then in effect. The Contractor shall also provide the Judicial Branch with at least 10 days written notice prior to the cancellation, nonrenewal, revocation, amendment of or any material change in the

required insurance coverage. The following minimum coverage amounts must be maintained:

A	Worker's Compensation	CT Statutory Coverage required
B	Automobile Liability	\$1,000,000.00 (where applicable)
C	General Liability	\$1,000,000.00
D	Professional Liability	\$1,000,000.00 (where applicable)

AQ. Notice of Consulting Affidavit Requirements - Section 4a-81 of the Connecticut General Statutes (the "Act") requires that this solicitation include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, bidders are notified as follows:

(a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the affidavit described in paragraph AQ(b) below (see Exhibit A).

(b) (1) Any principal or key personnel of a person, firm or corporation who submit bids or proposals for a contract described in paragraph AQ(a) above shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with any such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of a state or quasi-public agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the following information for each consulting agreement listed: The name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) After the initial submission of such affidavit, the principal or key personnel of the person, firm or corporation shall not be required to resubmit such affidavit unless there is a change in the information contained in such affidavit. If there is any change in the information contained in the most recently filed affidavit required under this paragraph, the principal or key personnel of a person, firm or corporation who submit bids or proposals for a contract described in paragraph AQ(a) above shall



submit an updated affidavit either (A) not later than thirty days after the effective date of any such change, or (B) upon the submittal of any new bid or proposal, whichever is earlier.

(c) In the event that a bidder or vendor refuses to submit the affidavit required under paragraph AQ(b) above, such bidder or vendor shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

AR. Gift Certification - Section 4-252 (the "Statute") of the Connecticut General Statutes requires that the Request for Proposal or Request for Quotation, of which these Terms and Conditions are a part, include a notice of the bidder certification requirements described in the Statute. Accordingly, pursuant to the Statute, bidders are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this paragraph shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written or electronic certifications described in this paragraph (see Exhibit D). Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification either (1) not later than thirty days after the effective date of any such change, or (2) upon the submittal of any new bid or proposal for a large state contract, whichever is earlier. Such person shall also submit to the state agency or quasi-public agency an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

(c) The official or employee of such state agency or quasi-public agency who is authorized to execute state contracts shall certify that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

(d) Any principal or key personnel of the person, firm or corporation submitting a bid for a large state contract shall certify:

(1) That no gifts were by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participate substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi public agency soliciting bids or proposals for state

contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made is submitting bids or proposals without fraud or collusion with any person.

(e) Any bidder or proposer that does not make the certification required under paragraph AR(d) above shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

AS. **Iran Certification** – Section 4-252a of the Connecticut General Statutes (the "Act" for the purposes of this Paragraph) requires that the Request for Proposal or Request for Quotation, of which these Terms and Conditions are a part, include a notice of the bidder certification requirements described in the Act. Accordingly, bidders are notified as follows:

(a) For the purposes of this Paragraph, the terms "state agency" and "quasi-public agency" shall have the same meanings as provided in section 1-79 of the General Statutes, "large state contract," has the same meaning as provided in section 4-250 of the General Statutes and "entity" means any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States, but excludes any United States subsidiary of a foreign corporation.

(b) No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any entity who (1) has failed to submit a written certification indicating whether or not such entity has made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or has increased or renewed such investment on or after said date, or (2) has submitted a written certification indicating that such entity has made such an investment on or after October 1, 2013, or has increased or renewed such an investment on or after said date. Each such certification shall be sworn as true to the best knowledge and belief of the entity signing the certification, subject to the penalties of false statement.

(c) Prior to submitting a bid or proposal for a large state contract, each bidder or proposer who is an entity shall submit a certification (see Exhibit L) that such bidder or proposer has or has not made an investment as described in Paragraph AS(b) above.

(d) Any entity who makes a good faith effort to determine whether such entity has made an investment described in Paragraph AS(b) above shall not be subject to the penalties of false statement pursuant to this Paragraph. A "good faith effort" for purposes of this subsection includes a determination that such entity is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this Paragraph shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the contract.

AT. **Prison Rape Elimination Act (PREA)** - The Contractor / Provider shall comply with the United States Department of Justice Final Rule for National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act of 2003 (PREA) 34 U.S.C. § 30301, et seq., including its provisions for Zero Tolerance and employee training. Effective August 1, 2013, any unit of the state or any political subdivision of the state that contracts for or otherwise incarcerates or detains adult or juvenile offenders, shall adopt and comply with applicable PREA Community Confinement, Lockup, and Juvenile Facility Standards with regard to sexual abuse and sexual harassment in lockups, community confinement facilities, and juvenile facilities.

Exhibit II  
Procurement Standards

Recommended Contractor Procurement Standards

All goods, services, contracts or lease agreements obtained by the Contractor or its subcontractor under this Agreement should be by a competitive procurement process. For a good, service, contract or lease that costs between \$2,500 and \$9,999.99, the Contractor and/or subcontractor should obtain a minimum of three written quotes from qualified vendors prior to a commitment.

Required Contractor Procurement Standards

Purchases in excess of \$10,000 or more require three written bids obtained through an advertised, sealed bid process, which shall include a public bid opening. Notice of the bid must be placed in at least one statewide newspaper, at least 5 days before the published date for the submission of bids. Documentation of the procurement process employed must be maintained by the Contractor in accordance with section (7) of the MOU. Technical assistance in complying with these standards can be obtained by contacting the Judicial Branch Purchasing office at 860-706-5200.