



NEW HAVEN PUBLIC SCHOOLS
New Haven, Connecticut

Board of Education Finance and Operations Committee Meeting

Monday, May 6, 2019

4:00 p.m.

Gateway Center – 2nd floor Board Room

The Finance & Operations Committee shall focus on the review of contracts, agreements and capital projects as well as the comprehensive financial picture of the Board and its various departments. The Committee shall review areas of operations and policy in an effort to ensure fiscally prudent, sustainable, and efficient high-quality support to student learning and district responsibilities.

AGENDA

I. ACTION ITEMS

A. Information Only (Pages #5-12)

<u>Count</u>	<u>General Fund Cost</u>	<u>Other Costs</u>
1		

B. Abstracts (Pages #13-26)

<u>Count</u>	<u>General Fund Cost</u>	<u>Other Costs</u>	<u>Revenue</u>
2			\$4,846,425.00

C. Agreements (Pages #27-114)

<u>Count</u>	<u>General Fund Cost</u>	<u>Other Costs</u>
4	\$119,583.00	\$2,330.10

D. Change Orders (Pages #115-120)

<u>Count</u>	<u>General Fund Cost</u>	<u>Other Costs</u>
2		\$115,577.50

Totals:	\$119,583.00	\$117,907.60	\$4,846,425.00
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II. DISCUSSION

- Leases Update
- Budget Mitigation Plan
- Spending Freeze
- Go To Services
- Alliance Grant re-appropriated funds
- Accounts Payable Update re: Malangone
- Update on Deficit Committee
- Financial Report – Special Funds – March 2019



NEW HAVEN PUBLIC SCHOOLS
New Haven, Connecticut

NEW HAVEN BOARD OF EDUCATION FINANCE AND OPERATIONS COMMITTEE MEETING

Monday, May 6, 2019

4:00 p.m.

Gateway Center – 2nd Floor Board Room

Chair: Mr. Joseph Rodriguez

Action Items

A. INFORMATION ONLY

1. The Superintendent approved Amendment #1 to Agreement #96303179, with Literacy How, Inc., to change the funding account # from School Improvement Grant (SIG) – Wexler Program, acct. # 2531-6167-56694-0032 to School Improvement Grant (SIG) – Wexler Program, acct. #2531-6303-56694-0032, with no change in funding amount.

Funding Source: School Improvement Grant (SIG) – Wexler Program
Acct. #2531-6303-56694-0032

(Pages #5-12)

B. ABSTRACTS

1. To approve the Abstract, New Haven Adult Education & Continuing Education, in the amount of \$4,800,000.00 for July 1, 2019-June 30, 2020.

Funding Source: CT Department of Education

Presenter: Ms. Michelle Bonora

(Pages #13-20)

2. To approve the Abstract, Literacy Volunteers of Greater New Haven, in the amount of \$46,425.00 for July 1, 2019-June 30, 2020.

Funding Source: CT Department of Education

Presenter: Ms. Michelle Bonora

(Pages #21-26)

C. AGREEMENTS

1. To approve Amendment #1 to State of Connecticut Child Day Care Grant Contract, to increase the annual New Haven Child Day Care Contract for the period July 1, 2018 to June 30, 2019, from \$1,238,060.72 by \$10,152.10, to \$1,248,212.82 to cover salary and fringe benefit expenditures for the following New Haven sub-contractors:

Friends Center for Children \$2,031.97

Lulac Head Start \$5,097.02

Montessori School on Edgewood \$1,679.50

Morning Glory Early Learning Ctr. \$1,343.60

Funding Source: Child Day Care Grant

Presenter: Ms. Denise Duclos

(Pages #27-44)

2. To approve Amendment #1 to a Grant Agreement with Connecticut Department of Public Health, to reduce the grant award for School Based Health Centers from \$1,348,504.00 by (\$7,822.00) to \$1,340,682.00 for July 1, 2018 to June 30, 2019, and successive years of the grant.
Funding Source: CT Department of Public Health
Presenter: Ms. Sue Peters
(Pages #45-82)

3. To approve No Cost Amendment #1 to Agreement #96107659 with Southern Connecticut State University for the Gear-up Grant, to provide a no cost extension from June 30, 2018 to June 30, 2019, to allow SCSU final reporting time for the close out of the grant.
Presenter: Ms. Patricia DeMaio
(Pages #83-101)

4. To approve the Renewal of an Agreement by and between the New Haven Board of Education and CT Association for the Performing Arts (CAPA), c/o Shubert Theater, 247 College St., New Haven, CT to provide planning, management and services for COOP theaters and designated arts-related facilities (\$59,328) including Facility Manager Salary (\$60,255) from July 1, 2019 to June 30, 2020, in an amount not to exceed \$119,583.
Funding Source: 2019-2020 Operating Budget
Acct. #190-47000-56694
Presenter: Mr. Michael Pinto
(Pages #102-114)

D. CHANGE ORDERS

1. To approve Change Order #1 to Contract #21549-1-2 to EnviroMed Services, 470 Murdock Ave., Meriden, CT for Asbestos Management Services increasing the contract amount due to a mandated State of CT 5-year radon testing districtwide.

Original Amount of Contract:	\$50,000.00
Change Order #1:	\$65,577.50
Total Amount of Contract:	\$115,577.50

Funding Source: Capital Projects
 Acct. #3C19-1983-58101 (\$24,568.27)
 Acct. #3C17-1793-58700 (\$25,016.81)
 Acct. #3C19-1984-58700 (\$11,905.09)
 Acct. #3C17-17EE-58101 (\$4,087.33)

Presenter: Mr. Joseph Barbarotta
(Pages #115-117)

2. To approve Change Order #1 to PO #96591457 to Hillyard, Inc., 127 Park Avenue, Hartford, C T for On Call Custodial Equipment Repairs for the NHPS for FY 2018-19 increasing the amount of the contract due to custodial equipment repairs districtwide needed for summer cleaning program.

Original Amount of Contract:	\$75,000.00
Change Order #1:	\$50,000.00
Total Amount of Contract:	\$125,000.00

Funding Source: Capital Projects
Acct. #3C19-1983-58101

Presenter: Mr. Joseph Barbarotta
(Pages #118-120)

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Literacy How, Inc AMENDMENT #: 1

GRANT # if applicable: _____ AGREEMENT #: 96303179

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: School Improvement Grant 1003 Grant – Wexler-Grant DATE: 2/7/19

FUNDING SOURCE FOR AGREEMENT: School Improvement Grant 1003 Grant – Wexler-Grant

ACCT # FOR AGREEMENT: 2531-6303-56694-0032

ORIGINAL AMOUNT OF AGREEMENT: \$79,897.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$79,897.00

X ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$0.00

_____ INCREASE OR _____ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$79,897.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: 2531-6167-56694-0032

DESCRIPTION AND NEED FOR AMENDMENT: Change in account number from Wexler-Grant School SIG 1003 Account

#: 2531-6167-56694-0032 to Wexler-Grant School SIG 1003 Account #: 2531-6303-56694-0032.

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

CONTRACTOR'S SIGNATURE: Margie B. Gillis 2/11/19
(Name) (Date)

President
(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

AGREEMENT AGREEMENT NO. 96303179

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

[Literacy How, Inc.]

FOR DEPARTMENT/PROGRAM:

[Wexler-Grant Community School]

This Agreement entered into on the 1st day of October, 2018 effective (no sooner than the day after Board of Education Approval), the 1st day of October 2018, by and between the New Haven Board of Education (herein referred to as the “Board”) and, Literacy How, Inc located at 100 Broadway, North Haven CT 06473 (herein referred to as the “Contractor”).

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 president of *Literacy How* and the three *Literacy How* Mentors who will be providing coaching to Wexler Grant teachers during the 2018-19 school year will provide an all-day workshop for K-8 teachers from the school. The three *Literacy How Mentors* will be providing weekly school-based mentoring and biweekly or monthly professional development for all K-8 classroom teachers to cover the period from October 1, 2018 through May 30, 2019. The workshop is designed to introduce teachers to a research-based perspective for implementation of classroom literacy instruction with a focus on all components of comprehensive literacy instruction: phonemic awareness, phonics and spelling, vocabulary and morphology, syntax, and text comprehension and written expression. The foundation of all of these components is oral language (see *Literacy How Reading Wheel* (<http://www.literacyhow.com/our-model/components-of-comprehensive-literacy-instruction/>)).

During the workshop, we will begin to build the teachers’ understanding of comprehensive literacy by using a common language of instruction for students. Additionally, we will highlight the following principles of our professional development: grounded in a theoretical framework for how reading skills are acquired;

- comprehensive, addressing and interweaving all five components of the reading process;
- language-based (i.e., explicitly instructing students in the structure of language and the meaningful parts of words) and code-based (i.e., teaching the foundational skills of phonemic awareness and phonics);

- personalized to each students' learning profile and asset-oriented, so that teachers focus on the student's strengths and the conditions under which learning is enabled.
- diagnostic (i.e., teachers use frequent formative assessments), prescriptive (i.e., teachers determine the best matched intervention/instruction to meet the student's individual needs) and scaffolded (i.e., teacher's prompts diminish as students gain proficiency).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of **\$79,897 for training PD on rigorous Literacy Instructions with focus on planning, monitoring progress and job embedded coaching through May 30, 2019 (2.1)** for up to a maximum of **three Literacy How Mentors who will be providing weekly school-based mentoring and biweekly or monthly professional development for all K-8 classroom teachers to cover the period from October 1, 2018 through May 30, 2019.** This contract will be billed at \$900 per day per mentor visit (total 29 visits for each of the three mentors: 87 total visits) plus the cost of materials over the course of the contract (estimated at \$1,597 for Literacy How Professional Learning Series books and other activities and handouts needed). The maximum amount the contractor shall be paid under this agreement: Seventy-nine thousand, eight hundred ninety-seven dollars (\$79,897). 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 **SIG Grant** of the New Haven Board of Education, **Account Number: 2531-6167-56694 Location Code: 0032**
This agreement shall remain in effect from October 1st, 2018 to May 30th, 2019.

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'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.

Margie B. Gillis
Contractor Signature

[Signature]
President
New Haven Board of Education

12/17/18
Date

1/28/19
Date

Margie B. Gillis President
Contractor Printed Name & Title

Revised: 7/17

Agreement between *Literacy How* and Wexler Grant School

During the 2018-2019 Academic Year, *Literacy How* will work with educators and administrators at **Wexler Grant School** and provide the following:

1. Needs Assessment

The president of *Literacy How, Inc.* (hereafter called "*Literacy How*") met with the Principal during the summer of 2018. A plan was developed for the school year with the goal to target practices that sustain results in literacy centering on professional development for K-8 teachers. Throughout the proposed project the *Literacy How* President, the *Literacy How* Mentor, and the *Principal*, will strive for clear and direct communication among the participating teachers in order to embed evidence-based practices into existing teacher practices to provide demonstrable benefits to students. The attached *Roles and Responsibilities* document will serve as a guiding document to articulate these expectations.

2. School Planning Meeting

The *Literacy How* president met with school personnel after the Needs Assessment to review the strengths and needs of the school's literacy program, including curricular goals, assessment instruments, instructional materials, remedial programs, coordination of services and professional development needs. A plan was developed for the school year with the goal to target improvements in the literacy program centering on professional development for K-8 teachers. The plan includes the following components:

- Articulation of the core components to be covered in the professional development.
- Inventory of current assessment measures in order to make specific recommendations for the enhancement of tier one instruction and to determine use of informal diagnostic and progress monitoring assessments to drive instruction.
- Recommendations for professional resources for teachers.
- Implementation of the Scientific Research-based Interventions, including intervention for the at-risk reader.

Through *Literacy How Inc.*, three *Literacy How* Mentors will provide training for K – 8th grade teachers. Each mentor will be assigned three grades: K-2; 3-5; 6-8 and will support all of the teachers in those three grades. Each mentor will provide at least twenty-eight full-days of embedded professional development (PD). This PD is designed to help teachers acquire a research-based perspective for implementation of classroom literacy instruction with a focus on all components of comprehensive literacy instruction: phonemic awareness, phonics and spelling, vocabulary and morphology, syntax, and text comprehension and written expression. The foundation of all of these components is oral language (see *Literacy How Reading Wheel*: <http://www.literacyhow.com/our-model/components-of-comprehensive-literacy-instruction/>).

3. Professional Development for Teachers

The *Literacy How* Mentors will support the Internal Literacy Coach in assisting teachers with linking new concepts with their current instructional practices (i.e., Core State Standards and New Haven School District curricula). Embedded PD will be provided to K-8th grade classroom teachers and PD workshops will be provided to those teachers as well as ancillary personnel serving students' literacy acquisition (i.e., reading specialists, special educators, speech-language pathologists, ELL teachers). The workshops will give teachers opportunities to deepen their understanding of the underlying theory and research. To make the PD relevant and immediately transferable, teachers will be encouraged to bring student work samples and assessment results to help identify students' instructional needs and to determine appropriate interventions based on those needs.

4. Professional Development for the Internal Literacy Coach

It is expected that the principal will support a coaching model to include an infrastructure of pre-conferencing, co-teaching/observation and reflection. The principal will release the Literacy Coach to work with the *Literacy How* Mentors while they are in the school. This *Literacy Coach* will receive guidance in the scope, sequence and methods of professional development for teachers while observing and working with the *Literacy How* Mentors. In addition, this individual will help facilitate the professional development model in the building and will coordinate collaboration time that will take place at the school.

5. Administrative Support and Consultation

The principal will be an integral part of implementation and as such, is strongly encouraged to attend at least part of every PD that the *Literacy How* mentors conduct. *Literacy How* Mentors will also meet individually with the principal to discuss the progress of the PD and additional steps that would facilitate optimal instruction and student achievement (e.g., selecting supplementary instructional materials; implementing informal assessment tools in the classroom). These meetings will occur at the school and include the principal, the *Literacy Coach* and the *Literacy How* Mentors. As the school's instructional leader, the principal's involvement is critical to the success of professional development. These regular meetings will give the principal the opportunity to increase familiarity with current reading research, to learn more about the content and rationale of the PD, and to meet and share challenges and solutions. These meetings will also serve as the primary vehicle to discuss the progress of the integration of PD into classroom instruction and additional steps that would facilitate optimal instruction and student achievement.

The *Literacy How* Mentors will also assist the principal in the use of the *Literacy How Literacy Protocols* as evidence of application of knowledge learned. These protocols include domain-specific information for each core component of comprehensive literacy so that principals know what to look for in terms of explicit and systematic instruction. Every effort will be made to use the protocol provided with each classroom teacher at least three times over the year. It is also expected that the *Literacy How* Environmental Checklist will be used in coordination with classroom visits to ensure essential student scaffolds are in use in every classroom.

LETTER OF AGREEMENT

During the 2018-19 academic year, Wexler Grant School agrees to contract with *Literacy How, Inc.* for the Mentors to provide the above Package of Services.

For these services, we will be paid the sum of \$79,897 for three Literacy How Mentors to provide weekly school-based mentoring and biweekly or monthly professional development for all K-8 classroom teachers to cover the period from November 1, 2018 through May 30, 2019. Coaching days are billed at \$900 per day for 28 days per coach. In addition, we will charge \$4,297 for administrative support and materials (Literacy How Professional Learning Series books).

We applaud your commitment to teachers and students and look forward to working with you in the future.

Margie B. Gillis, Ed. D.
President, *Literacy How, Inc.*

Date

Accepted

Date

This letter supersedes all prior or contemporaneous agreements, understandings, negotiations or representations, whether oral or written, expressed or implied, on these same subjects and may only be modified by an agreement signed by you and by *Literacy How*. You agree that *Literacy How* may assign this letter to any affiliate organized to operate the Mentor's work. *Literacy How* does reserve the right to re-budget funds between categories.

ABSTRACT

SPECIAL FUND PROPOSAL

Section I. BASIC INFORMATION

Proposed Project Title: New Haven Adult & Continuing Education

Grant Source and Agency: State Department of Education

Total Amount Requested: \$ 4,800,000 **Due Date of Application:**
April 24, 2019

System Contact: Michelle Bonora

Telephone #: (203) 492-0213

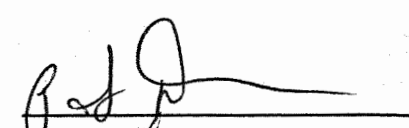
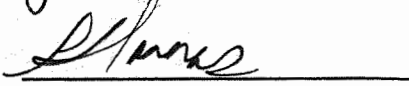
Description of Project: Provide a brief description below. Use Section VI to outline specific objectives and strategies relating to goals described in the application.

High School Completion and Continuing Education Programs at the Boulevard and various community sites, operate for two semesters and one 4 week semester. The staff consists of building leaders, student retention specialist and teachers that are all certified by the State Department of Education. Program classes are held in GED preparation, Adult Basic Education, English for Limited English Language Proficiency students, and Citizenship classes for Americanization of immigrant students. These classes are held throughout the year. Official GED Examinations are offered twice each month on Saturdays and once each week on Tuesdays (September through July) in both Spanish and English. Both academic and vocational advocate services are available to all students enrolled or seeking information relative to the programs.

TARGET: Schools/Unit: Adult Education
No. of Students: 2172 **Grade Level(s):** N/A
Eligibility Criteria: 17+ not in day programs

GRANT PERIOD:	
From: (mm/dd/year): 7/1/19	
To: (mm/dd/year): 6/30/20	
<input type="checkbox"/> New	
<input checked="" type="checkbox"/> Continuation	
Previous Bd. of Ed. Approval:	
<hr/> <hr/>	
<input type="checkbox"/> Planning	
<input checked="" type="checkbox"/> Operational	
Bd. of Ed. Information	
<input checked="" type="checkbox"/> Action	
<input type="checkbox"/> Information	
<input type="checkbox"/> Support	
<input type="checkbox"/> Competitive	
<input checked="" type="checkbox"/> Entitlement	
<input type="checkbox"/> Grant	

PROPOSAL DEVELOPERS:
Michelle Bonora

CENTRAL OFFICE USE ONLY – MUST REMAIN ON PAGE 1	
ABSTRACT TIMETABLE	REVIEW
Return to: _____	
Received: _____	Grants Manager 
Board of Education FINANCE & OPERATIONS Meeting Date <u>5/4/19</u>	Finance Manager 
Board of Education Meeting Date: <u>5/13/19</u>	Human Resource Manager _____
Due Date to Grantor: _____	

Proposed Project Title: New Haven Adult & Continuing Education

Total Amount Requested: \$ 4,800,000

Proposed Grant Receiving Agency: New Haven Board of Education/Adult Education

SECTION II: FISCAL INFORMATION

PERSONNEL

# FT	#PT		COST
1		Administrators	\$ 149,638
17	55	Teachers	\$ 2,050,164
5	-	Management	\$ 304,830
7	11	Paraprofessionals	\$ 316,202
6	-	Clerks	\$ 255,852
2	1	Others	\$ 97,430
		Stipend/Ed Asst	\$ 3,300
		Longevity	\$ 9,386
		SUBTOTAL	\$ 3,186,802

NON PERSONNEL

	COST
Supplies & Materials	\$ 41,155
Student Transportation	\$ 42,000
Staff Travel	\$ 19,354
Internal Evaluation	\$ -
External Evaluation	\$ -
Independent Contractors	\$ 40,000
Equipment	\$ -
Other	\$ 521,948
Indirect Costs, if allowed	\$
TOTAL	\$ 664,457
NON- PERSONEL	

FIXED COSTS:

Health Benefits	\$ 815,181
Pension (Paras & Mgmt.)	\$ 15,457
FICA/Medicare	\$ 96,534
Workmen's Compensation	\$ 21,569
SUBTOTAL	\$ 948,741
TOTAL PERSONNEL & FIXED COSTS	\$ 4,135,543

Notes:

- 1) Total Personnel and Non Personnel columns must equal grant total.
- 2) The Abstract budget must be aligned with the Grant Application budget/ED114.
- 3) All applications should budget for staff development (stipends) and evaluation wherever appropriate.

SECTION IIA: BUDGET EXPLANATION

The following categories must be explained:

All Personnel: explain positions; **Salary:** if the grant pays a percent of salary and fixed costs, please describe below, breaking down percentages and **amounts to be paid by grant and by NHPS**. **Other;** and **All Non- Personnel items**. If additional space is needed, continue to next page.

100 % of All Personnel and Non Personnel items are paid through this grant. Please see page 4 for explanation of job positions.

Non-Personnel – supplies (\$6,000) for GED, HSC and ESOL – Inst. Supplies – GED vouches – (\$3,620) CASAS E-test (\$3,315), C.T.E. Classroom supplies \$6,000, SAT - \$320, Textbooks (\$6,000) and Misc. Supplies (\$15,400)

Student transportation – (\$35,000) bus cards and (\$7,000) GED, HSC, ESOL, and CTE buses for field trips

Other – in service 2141, PPS – rent copier, utilities, OPS, Phone, and various student and advertising software licenses.

Proposed Project Title: New Haven Adult & Continuing Education

Total Amount Requested: \$ 4,800,000

Proposed Grant Receiving Agency: New Haven Board of Education/Adult Education

SECTION IV: PROPOSED PERSONNEL

List, **individually**, each position proposed by this grant application. If no personnel, please indicate N/A in the chart below

F/T	P/T	Classification	Position Description	Duration of Proposed Service	Proposed Employee	Current NHPS Employee Yes/No	If Yes Current Employee Number
1		Admin.	Principal	7/1/19-6/30/20	Bonora	Yes	18853
1			Counselor	7/1/19-6/30/20	Landow	Yes	33859
1			Sch. Soc. Wrk	7/1/19-6/30/20	Velez-Hart	Yes	2899
9		Teachers	HSC	7/1/19-6/30/20	Palmieri/Figueroa	Yes	8987/20498
		" "	HSC	7/1/19-6/30/20	Mortillo/Austin	Yes	9448/16731
		" "	HSC	7/1/19-6/30/20	Wade/Boucher	Yes	16908/16589
		" "	HSC	7/1/19-6/30/20	Griffin/Daniels	Yes	22328/17342
		" "	HSC	7/1/19-6/30/20	Hatton	Yes	23717/08031
3		Teachers	GED	7/1/19-6/30/20	Porter/Ryan	Yes	08031/2997
		" "	GED	7/1/19-6/30/20	Cowes	Yes	22233
3		Teachers	ESOL	7/1/19-6/30/20	Desmond/Walden	Yes	2480/16666
		" "	ESOL	7/1/19-6/20/20	Fitzgibbons	Yes	16703
1		" "	Comp Lab Tec	7/1/19-6/30/20	Perez	Yes	21249
1		Teacher	Proj. Ldr IT	7/1/19-6/30/20	Morrison	Yes	8082
1			Fam. Com Res Cor	7/1/19-6/30/20	Douglas-Givan	Yes	20857
1			College/Car. Coord	7/1/19-6/30/20	Dunlap	Yes	27020
2		Security	Security	7/1/19-6/30/20	Open	Yes	Open
6		Clerks	Clerical	7/1/19-6/30/20	Jones/Carpenter	Yes	6072/12858
		Clerks	Clerical	7/1/19-6/30/20	Anastasio/Mercado	Yes	6742/7001
		Clerks	Clerical	7/1/19-6/30/20	Gaudio/Ruszczuk	Yes	8572/6238
1		Management	Business Mgr.	7/1/19-6/30/20	Weyel	Yes	8313
5		Aides	Stud. Ret. Spe	7/1/19-6/30/20	Gadsden/Gambardella	Yes	25068/19072
		" "	Stud. Ret. Spe	7/1/19-6/30/20	Twitty/Fletcher	Yes	02276/21159
		" "	Stud. Ret. Spe	7/1/19-6/30/20	Robinson	Yes	03977
2		Aides	Parapro	7/1/19-6/30/20	Grigas/Jones	Yes	8853/9105
	11	Aides	Parapo	7/1/19-6/30/20	Open	Yes	Open
	55	Teachers	Instructors	7/1/19-6/30/20	Open	Open	Open
	1	Security	Security	7/1/19-6/30/20	Open	Open	Open

V. PROPOSED CONTRACTS

List **individually**, each contract that will be prepared by this proposed project. If contractors will not be utilized, please indicate **N/A** in the chart below.

Proposed Independent Contractor	Brief Description of Service	Proposed Pay Rate	Proposed Total
TBD	Counseling/Student Support Svcs	quarterly	\$ 10,000
TBD	Counseling/Student Support Svcs	quarterly	\$ 10,000
TBD	Leadership Instructional Coaching	quarterly	\$ 20,000
Adult Education	Rental Lease (Robert Viani)	quarterly	\$ 420,000

VI. ADDITIONAL INFORMATION:

Please Answer All Questions -- Use Additional Pages if Necessary

1. Please state specific goals for this grant or the grant period.

a. If this is a continuation grant, please detail past year goal performance and accomplishments. Use additional space if needed:

2019-20 Yearly Goals & Outcomes

<p>Goal 1: Curriculum/Instruction -The New Haven Adult and Continuing Education Center will participate in a variety of professional development activities to create, share and implement a high quality vision for academic instruction to ensure all students are achieving.</p>	
<p>Objectives: Objective(s): New Haven Adult Education Students will:</p> <ul style="list-style-type: none"> • Increase the total number of credits awarded in the CDP by 5% or more. • Increase the % of GED, ABE & ESOL students making gains as measured by the CASAS assessment by 5% or more. • Increase the % of NEDP students completing at least 4 competency areas by 5% or more. 	
<p>Activities What specific activities will be implemented?</p>	<p>Measurable Outcomes What are the expected outcomes of these activities? How will you verify achievement of these outcomes?</p>
<p style="text-align: center;">Activities</p> <p>Enhance the quality of instruction by introducing a school wide teacher-coaching model. Program facilitators will be provided training on how to be a coach. The training will specifically integrate the principles of emotional intelligence and leading with core/shared values.</p> <p>Use of CCRS ELA and Math Standards in academic and intervention courses as evidence by lesson/unit plans.</p> <p>School administration and program facilitators will complete weekly instructional rounds.</p> <p>Individual student, teacher, and program goal setting and progress monitoring.</p> <p>Program facilitators will lead in-house Professional Development on instructional strategies, differentiation, mastery learning, and assessments.</p> <p>Teachers will participate in PLC's to access external and internal professional development opportunities.</p>	<p style="text-align: center;">Measurable Outcomes</p> <p>What is the progress on achieving outcomes related to this goal? (Use space below)</p> <p>100% of Full time and 75% or more of part-time teaching staff will be assigned an instructional coach. The teacher and instructional coach will participate in no less than 3 coaching cycles per academic year.</p> <p>80% or more of teacher weekly lesson plans or monthly unit plans will explicitly connect the related CCRS ELA or Math Standard.</p> <p>100% of teaching staff will be observed and provided related feedback by school administration.</p> <p>Day and Evening teachers will participate in program goal setting and professional development sessions.</p>

Goal 2: College & Career Transition and/or support services. The New Haven Adult and Continuing Education Center will design and implement a transition and support plan for all graduating or exiting students. The plan will include specific post-secondary and career pathways for each student.

Objective(s): 85% or more of graduating students will have a college/career portfolio. 60% or more of graduating students will have pre-determined post-secondary pathway.

<p style="text-align: center;">Activities</p> <p style="text-align: center;">What specific activities will be implemented?</p>	<p style="text-align: center;">Measurable Outcomes</p> <p style="text-align: center;">What are the expected outcomes of these activities? How will you verify achievement of these outcomes?</p>
<p style="text-align: center;">Activities</p> <p>What specific activities have occurred? If not all proposed activities have occurred, what is the status of those activities? (Use space below)</p> <p>Students will complete a portfolio which includes the following items:</p> <ul style="list-style-type: none"> • Cover Letter • Resume • Sample Job Application • Letter(s) of Recommendation • List of appropriate colleges or vocational programs • Interest Profiler - My Next Move • College Acceptance Letters if applicable • Career Cruising Research on Career or Colleges <p>Students who are eligible to graduate or exit our programs will attend at least one college trip, held one practice interview, and have clear next steps for postsecondary advancement.</p> <p>All students have an assigned Student Retention Specialist. Student Retention Specialists complete the following for each student on their case load:</p> <ol style="list-style-type: none"> 1. In-take interview to develop a professional, trusting relationship and includes discussion on student interests and life challenges. 2. Transcript and academic reviews 3. Weekly check in meetings with students and teachers to track academic progress and attendance. 4. Refer students to outside supports, if necessary. <p>All students have an assigned Guidance Counselor and College/Career Specialist. As a team these individuals provide each student with the following:</p> <ol style="list-style-type: none"> 1. Tri-Annual Academic Review which includes a clear schedule/plan for graduation. 2. Access to resources for post secondary education at local and national colleges. 3. Opportunities to earn dual credit at Gateway Community College and NH Adult Education 4. Certificate programs in Microsoft Office and other Career Pathways. 	<p style="text-align: center;">Measurable Outcomes</p> <p>What is the progress on achieving outcomes related to this goal? (Use space below)</p> <p>85% or more of graduating students have a portfolio which include the following items:</p> <ul style="list-style-type: none"> • Cover Letter • Resume • Sample Job Application • Letter(s) of Recommendation • List of appropriate colleges or vocational programs • Interest Profiler - My Next Move • College Acceptance Letters in applicable • Career Cruising Research on Career or Colleges <p>85% or more of graduating seniors enrolled in the CDP, GED and ESOL programs will attended at least one college trip, held one practice interview, and has clear next steps for postsecondary advancement.</p> <p>100% of students enrolled in the CDP, GED and ESOL programs will be assigned a Student Retention Specialist and Guidance Counselor. Together with our staff, students will complete the school wide expectations to ensure academic and social progress.</p>

<p>Expand Career Pathway and Technical Education Courses through strategic partnerships with New Haven Public Schools. New Haven Adult Education students will have access to vocational and STEM related courses at various satellite locations. Students will have the opportunity to earn vocation or elective credits in areas such as culinary arts, automotive, manufacturing, marine biology, entrepreneurship, and computer science. Our team will design and implement this exploratory program which provides students an opportunity to earn industry and professional certifications.</p> <p>New Haven Adult Education students will have the opportunity to participate in intensive mathematics preparation courses to ensure successful completion of required entrance exams for the Regional Workforce Board programs such as "Skill Up for Manufacturing."</p> <p>College Prep Course (GAP) extension courses are offered on site for dual credit.</p>	<p>20 or more students will participate in the pilot semester of the career pathway program. Students are eligible to earn a half or full credit based on hours and content.</p> <p>10 or more students will complete the mathematics preparation course and successfully pass the entrance exams for post-secondary opportunities.</p> <p>Increase the number of students participating in GWCC on-site courses by 10% and more.</p>
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<p>Goal 3: Implementation of College and Career Readiness Standards: The New Haven Adult and Continuing Education Center will fully implement the College and Career Readiness standards throughout all academic courses and student Capstone/showcase.</p>	
<p>Objectives: 90% or more of the classroom instruction will directly align to CCRS Standards in ELA or Math.</p>	
<p>Activities</p> <p>What specific activities will be implemented?</p>	<p>Measurable Outcomes</p> <p>What are the expected outcomes of these activities? How will you verify achievement of these outcomes?</p>
<p>Implement CCRS for ELA and Math in all academic courses as evidenced by teacher unit plans, administrative walk-throughs, and teacher evaluations.</p> <p>Teachers participate in the various data team protocols to review student work, analyze standards and ensure alignment.</p> <p>Continued professional development for coaches and teachers in CCRS standards and classroom implementation.</p> <p>Enhance the quality of instruction by introducing a school wide teacher-coaching model. Program facilitators will be provided training on how to be a coach. The training will specifically integrate the principles of emotional intelligence and leading with core/shared values.</p> <p>Professional Learning Communities to monitor student data across each CCRS standard.</p>	<p>Teacher lesson plans will include specific CCRS standards.</p> <p>100% of teachers will participate and contribute during weekly PLC's and Data teams.</p> <p>All teachers will participate in CCRS professional development sessions.</p> <p>Students will be able to demonstrate knowledge of CCRS and 21st Century Standards on departmental common rubrics.</p>

2. How does this grant address School Reform goals?

At the center of the New Haven Public School's Reform initiative is student success. The New Haven Adult Education Center (NHAEC), offers students who took an alternative path the opportunity to earn a diploma and improve their life. A large percentage of our students were enrolled in a New Haven High School and due to a variety of life factors, these students were unable to graduate. NHAEC offers a rigorous academic learning environment and includes social/emotion supports for our adult learners. Students who graduate from NHAEC are offered a variety of college and career services to plan a clear path and trajectory for college, the workforce or the military. We believe it is never too late to achieve your goals and that each day holds a profound sense of hope and optimism for the future.

3. Please explain why this proposal is significant and important in relation to improving student and/or staff performance, as well as any additional pertinent information that is specific and relevant: (Include resume of person(s) providing service for contracts \$10,000 and over)

Connecticut law requires that Adult Education services be offered in our district. In New Haven, one out of every 6 individuals 18 years of age does not have a high school diploma. This grant proposal provides an opportunity for students to earn a secondary diploma, to prepare for post-secondary education, to become a part of the workforce, become a citizen, and learn the components of the English Language while developing personal strengths to sustain the goals they set for themselves.

**REQUIRED:
A COPY OF THE GRANT APPLICATION MUST BE
ATTACHED TO THE ABSTRACT.**

ABSTRACT

SPECIAL FUND PROPOSAL

Section I. BASIC INFORMATION

Proposed Project Title: Literacy Volunteers of Greater New Haven

Grant Source and Agency: CT. State Department of Education

Total Amount Requested: \$46,425 **Due Date of Application:**
April 24, 2019

System Contact: Michele Bonora, New Haven Adult Education
Louis D. Perno, Literacy Volunteers (CEE)

Telephone (203) 492-0213/ (203)-776-5899

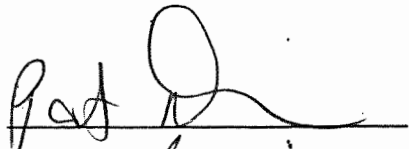
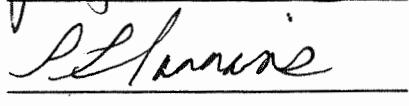
Description of Project: Provide a brief description below. Use Section VI to outline specific objectives and strategies relating to goals described in the application.

LV recruits, trains, and supports volunteers to serve as literacy tutors for adults in New Haven. Free reading, writing and English speaking classes will be offered to students at approximately 16-17 sites in New Haven community, a decentralized approach bringing the classes to where students live and work. Sites include: 5 Science Park, Ives Library and its branches, ESOL Center at Gateway CC, IRIS, Junta, Yale Health Center, Mitchell Library, American Job Center, La Casa, Tower Senior Community and others. At some locations, Literacy Volunteers assist Adult Ed teachers. Literacy Volunteers is an authorized CEE, or Cooperative Eligible Entity, operating in conformance with program standards applicable to CT Adult ED organizations. The NH Board of Education receives and administers the grant passing through to Literacy Volunteers.

TARGET: Schools/Unit: Adult Education
No. of Students: 600 **Grade Level(s):** Adult Education
Eligibility Criteria: Adults

GRANT PERIOD:	
From: (mm/dd/year): 7/1/19	
To: (mm/dd/year): 6/30/20	
<input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation	
Previous Bd. of Ed. Approval:	
<input type="checkbox"/> Planning <input checked="" type="checkbox"/> Operational	
Bd. of Ed. Information	
<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information <input type="checkbox"/> Support <input type="checkbox"/> Competitive <input type="checkbox"/> Entitlement <input type="checkbox"/> Grant	

PROPOSAL DEVELOPERS:
Michelle Bonora

CENTRAL OFFICE USE ONLY – MUST REMAIN ON PAGE 1	
ABSTRACT TIMETABLE	REVIEW
Return to: _____	Grants Manager  Finance Manager  Human Resource Manager _____
Received: _____	
Board of Education FINANCE & OPERATIONS Meeting Date <u>5/6/19</u>	
Board of Education Meeting Date: <u>5/13/19</u>	
Due Date to Grantor: _____	

Proposed Project Title: Free Literacy Tutoring for Adults

Total Amount Requested: \$46,425

Proposed Grant Receiving Agency: Literacy Volunteers of Greater New Haven

SECTION II: FISCAL INFORMATION

PERSONNEL

# FT	#PT		COST
2		Administrators	\$9,080
		Teachers	\$
		Paraprofessionals	\$
		Clerks	\$
		Stipends	\$
1	2	Others	\$37,345
		Longevity	\$
		SUBTOTAL	\$46,425

NON PERSONNEL

	COST
Supplies & Materials	\$
Student Transportation	\$
Staff Travel	\$
Internal Evaluation	\$
External Evaluation	\$
Independent Contractors	\$
Equipment	\$
Other	\$
Indirect Costs, if allowed	\$
TOTAL	\$
NON- PERSONEL	

FIXED COSTS:

Health Benefits	\$
Pension (Paras & Mgmt.)	\$
FICA/Medicare	\$
Workmen's Compensation	\$
TOTAL PERSONNEL	\$46,425

Notes:

- 1) Total Personnel and Non Personnel columns must equal grant total.
- 2) The Abstract budget must be aligned with the Grant Application budget/ED114.
- 3) All applications should budget for staff development (stipends) and evaluation wherever appropriate.

SECTION IIA: BUDGET EXPLANATION

Please describe **stipends, contracted services, equipment, other** items and **Salary**: if the grant pays a percent of salary and benefits, please describe below, explaining percentages and amounts to be paid by grant and by NHPS. If additional space is needed, continue to next page:

This anticipated State Grant amount covers 50% of the salaries of (1) Full time and (2) Part time program staff responsible for the ESOL and Basic Literacy (ABE) programs from Greater New Haven, a total combined annual expenditure of \$37,345. These expenditures are listed on Budget Form ED114 under 112A Educational Aides. In addition, the grant pays for 8% of the Executive Director's salary for Greater New Haven program administration and 11% of the Data Coordinator's salary responsible for CARS data entries and other statistical documentation for a combined expenditure of \$9,080.

Benefits (FICA/Medicare, Workman's Compensation) associated with these salaries are funded through privately raised funding sources.

Proposed Project Title: Free Literacy Tutoring for Adults

Total Amount Requested: \$46,425

Proposed Grant Receiving Agency: Literacy Volunteers of Greater New Haven

SECTION III: SYSTEM OBLIGATIONS

Project support from other programs: None Yes Explain: Multiple funding sources: NH CDBG, Community & Private Foundations, special fundraisers, Annual Appeal, Individual and Business donors.

Linkage with other programs: None Yes Explain: Numerous partnerships with public libraries, Adult Ed Programs, social service organizations, American Job Centers, churches and non-profit organizations for collaborative delivery of free tutoring to adult learners and for access to tutoring sites in many sections of Greater New Haven; once again utilizing a decentralized program approach.

Local Fiscal costs, (include renovation): None Yes Explain:

Future local personnel obligations: None Yes Explain:

PROJECT OR GRANT REQUIREMENTS

- | | | |
|---|---|---|
| <input type="checkbox"/> Local Maintenance | <input type="checkbox"/> Replication | <input type="checkbox"/> Parent Involvement |
| <input type="checkbox"/> In-Service Training | <input type="checkbox"/> Advisory Committee | <input type="checkbox"/> Linkage w/other Programs |
| <input type="checkbox"/> Non-Public School Involved | | <input type="checkbox"/> Dissemination |

ADDITIONAL RESTRICTIONS OR CONCERNS

SUBMITTING ADMINISTRATOR:  4/24/19
Signature Date

Proposed Project Title: Free Literacy Tutoring for Adults

Total Amount Requested: \$46,425

Proposed Grant Receiving Agency: Literacy Volunteers of Greater New Haven

SECTION IV: PROPOSED PERSONNEL

List, **individually**, each position proposed by this grant application. If no personnel, please indicate N/A in the chart below

F/T	P/T	Classification	Position Description	Duration of Proposed Service	Proposed Employee	Current NHPS Employee Yes/No	If Yes Current Employee Number
1		Administrator	Executive Director	7/1/19-6/30/20	L. Perno	No	
1		Administrator	Data Coordinator	7/1/19-6/30/20	D. Mitchell	No	
1		Other	Program Manager	7/1/19-6/30/20	Open	Open	
	1	Other	Program Manager	7/1/19-6/30/20	L. Faucett	No	
	1	Other	Program Manager	7/1/19-6/30/20	K. McKenna	No	

V. PROPOSED CONTRACTS

List **individually**, each contract that will be prepared by this proposed project. If contractors will not be utilized, please indicate **N/A** in the chart below.

Proposed Independent Contractor	Brief Description of Service	Proposed Pay Rate	Proposed Total
N/A			

VI. ADDITIONAL INFORMATION:

Please Answer All Questions -- Use Additional Pages if Necessary

1. Please state specific goals for this grant or the grant period.

a. If this is a continuation grant, please detail past year goal performance and accomplishments. Use additional space if needed:

Continue to effectively work with and establish new collaborations and partnerships as we have done this past year by collaborating with New Haven agencies, non-profit employment organizations, workforce development programs, local libraries, community centers and churches to reach at least 600 students experiencing low literacy needs and a need to learn to read, write and speak English. We will put an even greater emphasis on outreach efforts in neighborhoods with populations who can use our services by linking with such organizations as Project More, MOM's Partnership, ConnCAT, Neighborhood Management Teams, local food pantries/soup kitchens, homeless shelters and other arenas to make more individuals aware of our services.

Provide on-going developmental workshops for tutors working with WIOA and CCRS training available through statewide Adult Training and Development Network. Maintain at least 2 staff trained in both CCRS 100 & 200 series. Continue to work toward an effective cross training approach in CARS administration including queries for reports and analysis.

Continue to utilize an Educational Consultant to work with Program Managers and tutors to be a resource regarding curriculum and development of other learning approaches to meet the needs of both Basic Literacy and ESOL students as well as those with developmental and environmental issues. Continue to perform yearly Tutor surveys to enhance effectiveness of tutors as well as develop strategies to increase tutor retention.

Continue to analyze student retention, work with NH Adult Ed to discuss trends, best practices and new strategies for implementation. Implement yearly Student surveys to learn more about student goal attainment and explore availability of summer tutors to provide year-round learning for students.

Utilize new approaches to provide support for Program Managers so they can be developing more supportive relationships with students assisting with other aspects of their lives (resource awareness, etc.)

Develop a strong internship program with local colleges and universities.

How does this grant address School Reform goals?

For over 40 years, Literacy Volunteers has been utilizing a variety of strategies on the local, regional and State level to carry out its mission "To foster partnerships with adult learners, tutors and communities to enable individuals and families to achieve education, career, and quality of life goals". We envision a future in which the power of literacy enables all students to thrive in their communities.

The method utilized to fulfill its role and carry out its mission is by recruiting volunteers, preparing them with effective training approaches utilizing a variety of resources, and supporting them in the delivery of free literacy tutoring for adults. We utilize a decentralized approach by bringing classes to the neighborhoods where students live and work. This outreach and program support is done through a small staff who are also responsible for recruiting and testing students, monitoring their progress, and developing partnerships in the community that are committed to the advancement of literacy. Our staff knows the neighborhoods and seeks out resources and partners on a variety of levels.

One of our most significant partners is New Haven Adult Education, whose classes we supplement with tutoring for adults who want additional practice speaking English, who wish to prepare to enter a GED program, or are only able to commit to one-two hours of class per week. We refer students when appropriate to Adult ED, and they do the same

in return. Staff from NH Adult Ed also assists our Program Staff with tutor training. At the New Haven Free Public Library, Literacy Volunteer tutors assist paid Adult Ed teachers working with ESOL students. Free tutoring also occurs in the branch libraries where literacy improvement is most-needed.

Other New Haven collaborations and tutoring sites are at Junta for Progressive Action, IRIS, Gateway Community College, La Casa, the Yale Health Center extensive work with the American Job Center. We are a partnering agency in the City Transformation Plan project on Adult Literacy and Life Skills, dedicated to increasing adult literacy rates and helping New Haven become "The City That Reads", as well as a supporter of the WKRP project for New Haven individuals released from incarceration. Our former Executive Director was a member of Mayor Harp's Commission on Reading, which is striving to increase reading and improve literacy from birth to school-age children and all the way up to our senior citizens. Our new Executive Director of over 40 years in the area of non-profit human services thoroughly believes in the development of new and unique partnerships and collaborations to continue to meet the needs of thousands of individuals in Greater New Haven with low literacy needs.

Literacy Volunteers recognizes the clear relationship between children who attain good reading levels and parents or caregivers who read to their children at an early age and assist them with homework. We know that Illiteracy is a barrier to adults' life success and to their children's school success. Literacy – speaking, reading, and writing in American English – can be the first step up toward breaking the cycle of poverty and its attendant cycles of unemployment, risky behavior, poor health outcomes, and school failure. Workers proficient in English earn anywhere from 17 percent to 135 percent more than Limited English Proficiency workers depending on their metro location. An AT Kearney study reported that for every dollar invested in Literacy Volunteers students experienced a \$33 economic gain in their lives.

We promote family literacy with the intent of attracting parents and caregivers to our Reading classes at 5 Science Park and other New Haven area sites working in partnership with New Haven Reads and Center for Adaptive Learning, our Resource Center at the Science Park facility.

Literacy Volunteers has just completed a comprehensive strategic plan contracting with Farnam and Associates developing three major strategic goal areas: programming and delivery, financial standing, and organizational capacity. In the area of programming we hope to develop more specialized tutoring classes in areas such as Preparation for driver's license, Citizenship Exam and workforce development. This is a watershed year for us, as we roll out these changes.

This grant proposal will provide funding toward the salaries and benefits of the Executive Director and Data Coordinator, Full Time and 2 Part Time Program Managers who are dedicated to the ESOL and Basic Reading programs.

- 2. Please explain why this proposal is significant and important in relation to improving student and/or staff performance, as well as any additional pertinent information that is specific and relevant: (Include resume of person(s) providing service for contracts \$10,000 and over)**

Statistics from the National Assessment of Adult Literacy indicate that as many as 30% of adults in New Haven struggle with literacy. Among those with the lowest literacy rates, 43% live in poverty. These are startling figures, yet literacy is a solvable problem. Literacy services as an intervention that increases the tools available to and skills of people with low literacy to overcome the structural barriers that create and maintain poverty. Our free classes change lives, improve family income, help children achieve in school, improve the health and safety of our students, and build more engaged communities.

Literacy Volunteers is a small volunteer organization which makes a big impact by utilizing close to 300 volunteers and in-kind free sites throughout Greater New Haven. Literacy Volunteers programs could not exist without paid staff to manage and support them and to build the participating base of tutors, students, and partnerships in 2019-20. For our adult students to continue to make significant gains in Reading, Writing, and speaking English as they have annually, Literacy Volunteers needs the support of the New Haven Board of Education and the CT State Department of Education. We are proud to be aligned as a CEE working with Adult Ed to empower New Haven adults through literacy.

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: NEW HAVEN PUBLIC SCHOOLS

AMENDMENT #: 1

CONTRACT # if applicable: 18OECCDC01NHV

AGREEMENT #: NA

ATTACH COPY OF FULLY EXECUTED AGREEMENT

CONTRACT NAME: Child Day Care Contract

DATE: 4-17-19

FUNDING SOURCE FOR AGREEMENT: CT Office of Early Childhood

ACCT # FOR AGREEMENT: 18OECCDC01NHV

ORIGINAL AMOUNT OF AGREEMENT: \$ 1,238,060.72

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ \$ 1,238,060.72

X ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 10,152.10

X INCREASE OR DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 1,248,212.82

FUNDING SOURCE & ACCT # FOR AMENDMENT: as above

DESCRIPTION AND NEED FOR AMENDMENT: The Office of Early Childhood increased the New Haven Child Day Care Contract for the 2 year period July 1, 2018 to June 30, 2020 by \$20,304.20 from \$2,476,121.44 to \$2,496,425.64. The amount for the FY19 period is therefore increased by \$10,152.10, going from \$1,238,060.72 to \$1,248,212.82. The additional funds are to cover salary and fringe benefit expenditures for the following 4 New Haven sub-contractors:

Friends Center for Children	\$2,031.97
Lulac Head Start	\$5,097.02
Montessori School on Edgewood	\$1,679.50
Morning Glory Early Learning Ctr	\$1,343.60

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

CONTRACTOR'S SIGNATURE: _____

(Date)

Darnell Goldson, President

(Title)

NEW HAVEN BOARD OF EDUCATION: _____

Darnell Goldson, President

(Date)



STATE OF CONNECTICUT

OFFICE OF EARLY CHILDHOOD



Ned Lamont
Governor
Susan Bysiewicz
Lt. Governor

Beth Bye
Commissioner

April 15, 2019

Mr. Darnell Goldson
President
New Haven Board of Education
54 Meadow Street
New Haven, CT 06519

CONTRACT #: 18OECDC01NHV **AMENDMENT #:** A1
PERIOD: 7/1/2018 – 6/30/2020 **AMENDED AMOUNT:** \$2,496,425.64

Dear Mr. Goldson:

The Office of Policy and Management has allowed funds allocated pursuant to Public Act 18-81, Section 69 for a cost-of-living adjustment (COLA), annualized through SFY2020, to “employees who provide state-administered human services” to contractors/subcontractors providing services through the Office of Early Childhood’s Child Day Care (CDC) program. The re-introduction of budgets to the CDC contracts now makes implementing this COLA feasible. The specific language of the legislation is included below:

“Sec. 69. (Effective from passage) (a) For purposes of this section, (1) “employee” means any privately employed person who provide state-administered human services, including, but not limited to, any person who receives compensation pursuant to a contractual arrangement with a private human services provider who is not directly employed by such provider, and (2) “state-administered human services” means any of the services administered by the Departments of Correction, Housing, Public Health, Social Services, Children and Families, Rehabilitation Services and Mental Health and Addiction Services, the Office of Early Childhood and the Judicial Department that involve direct care of or services for eligible persons, including, but not limited to, medical services, mental health and addiction treatment, nutrition and housing assistance, and services for children.

(b) The Secretary of the Office of Policy and Management shall allocate available funds for the fiscal year ending June 30, 2019, to provide a one per cent cost-of-living adjustment to employees who provide state-administered human services. The secretary may reduce rates for any private provider of human services that receives such funds to provide such cost-of-living adjustment to employees but fails to provide such adjustment.

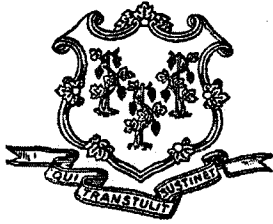
After much consideration and with input from a cross-section of CDC contractors, the OEC determined that the best way to operationalize the COLA was to apply a standard formula against the maximum contract value for the 2019 and 2020 State Fiscal Years. The COLAs for this contract shall be **\$10,152.10 for SFY 2019 and \$10,152.10 for SFY 2020. Note that COLA funds can only be used for salary and fringe benefit expenditures, must be expended within the State Fiscal Year for which they are allocated, and cannot be carried forward into future State Fiscal Years.**

The accompanying PDF contains the documents needed for execution of the COLA amendment. Carefully review all documents and, before the amendment is signed, let me know whether you have any changes. Please return a PDF of all contract documents to my e-mail address andrea.alexander@ct.gov ASAP. Also, your agency will need to amend its current contract budget to reflect implementation of the COLA. **Please revise and return the amended budget with the executed amendment.** Any questions regarding the budgets should be directed to Annette Carbone at either annette.carbone@ct.gov or (860) 500-4423; questions regarding this process, please contact me at (860) 418-6986 or through e-mail at andrea.alexander@ct.gov.

Sincerely,
Andrea C. Alexander
Grants and Contracts Specialist
Central Contracts Unit
Business Administration Unit at DMHAS
410 Capitol Avenue
Hartford, CT 06134
(860) 418-6986

cc: OEC CDC Program staff

Phone: (860) 500-4412 · Fax: (860) 326-0554
450 Columbus Boulevard, Suite 301
Hartford, Connecticut 06103
www.ct.gov/oec
Affirmative Action/Equal Opportunity Employer



**STATE OF CONNECTICUT
OFFICE OF EARLY CHILDHOOD**

CONTRACT AMENDMENT

Contractor: New Haven Board of Education
Contractor Address: 54 Meadow Street, New Haven, CT 06519
Contract Number: 18OECDC01NHV
Amendment Number: A1
Amount as Amended: \$2,496,425.64
Contract Term as Amended: 7/1/2018 – 6/30/2020

The contract between New Haven Board of Education (*the "Contractor"*) and the Office of Early Childhood (*the "Agency"*), which was last executed by the parties on effective date: 7/1/2018, is hereby amended as follows:

1. Page 1 and Part I, Section D.5.a of the original contract are amended because the total maximum amount payable under this contract has been increased by \$20,304.20 from \$2,476,121.44 to \$2,496,425.64.
2. Part I, Section D.5.a of this contract, shall add funding as follows:
 The funding added through this amendment shall be used by the Contractor to fund a cost-of-living adjustment to salaries and fringe benefits for all Contractor and/or subcontractor program staff who provide direct services, effective 7/1/18, pursuant to Section 69 of Public Act 18-81. Such funding may not be used by the Contractor as a merit increase.
3. Part I, Section E.1 is hereby deleted and the following is substituted in lieu thereof:
 1. **Budget.** The Contractor agrees to utilize OEC funds in accordance with the space calculation contained herein. The Contractor will provide the OEC with a copy of its current budget by September 30 of each fiscal year.

# Spaces	Categories of Care	Weekly Contract Rate	# weeks /year	Total Yearly Amount
109	Spaces of full-time infant and toddler care – Title I	196.94	52	\$1,116,255.92
5	Spaces of full-time preschool care	165.32	52	\$42,983.20
22	Spaces of wraparound infant and toddler care	68.90	52	\$78,821.60
				SFY 2019 amount (services)
				\$1,238,060.72
				SFY 2019 COLA
				\$10,152.10
				SFY 2019 amount with COLA
				\$1,248,212.82
				SFY 2020 amount (services)
				\$1,238,060.72
				SFY 2020 COLA
				\$10,152.10
				SFY 2020 amount with COLA
				\$1,248,212.82
				Total maximum contract amount
				\$2,496,425.64

4. Part I, Section E.2 is hereby deleted in its entirety.

5. Part I, Section E.3.a is hereby deleted and the following is substituted in lieu thereof:
 - a. The Contractor shall submit to the OEC a final financial report due on or before July 31.
6. Part II labeled TERMS AND CONDITIONS of the contract shall be deleted in its entirety and replaced with the Part II on pages 3 through 15 of this amendment.
7. All terms and conditions of the original Contract, and any subsequent amendments thereto, which were not modified by this Amendment remain in full force and effect.

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

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

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

16. "Termination" shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Client-Related Safeguards.

1. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
2. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103 through 17a-103e, inclusive, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).
3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. Contractor Obligations.

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

This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) days following the termination or cancellation of the Contract.

4. Federal Funds.

- (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
- (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act ("DRA") of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
 - (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.

- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General ("HHS/OIG") Excluded Parties list and the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

5. Audit and Inspection of Plant, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

6. Related Party Transactions. The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

- (a) Real estate sales or leases;
- (b) leases for equipment, vehicles or household furnishings;
- (c) Mortgages, loans and working capital loans; and
- (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

7. Suspension or Debarment. In addition to the representations and requirements set forth in Section C.4:

- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
- (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public

- transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
- (4) have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
- (b) Any change in the above status shall be immediately reported to the Agency.
8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
10. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
11. **Indemnification.**
- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (e) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
12. **Insurance.** Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:
- (a) **Commercial General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;

- (b) **Automobile Liability.** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
 - (c) **Professional Liability.** \$1,000,000 limit of liability, if applicable; and/or
 - (d) **Workers' Compensation and Employers Liability.** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
13. **Sovereign Immunity.** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.
14. **Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.**
- (a) The Contract shall be deemed to have been made in the City of Meriden, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
 - (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
 - (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.
15. **Compliance with Law and Policy, Facility Standards and Licensing.** Contractor shall comply with all:
- (a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
 - (b) Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.
16. **Representations and Warranties.** Contractor shall:
- (a) Perform fully under the Contract;
 - (b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
 - (c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.
17. **Reports.** The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.
18. **Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports,

refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.

19. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data – security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

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

21. Litigation.

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

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

1. Contract Amendment.

- (a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon

approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.

- (b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.
- (c) The Agency may amend this Contract to reduce the contracted amount of compensation if:
 - (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
 - (2) federal funding reduction results in reallocation of funds within the Agency.
- (d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
 - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) days from the effective date of any change in:
 - (A) its certificate of incorporation or other organizational document;
 - (B) more than a controlling interest in the ownership of the Contractor; or
 - (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
 - (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.
 - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.

- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
 - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;
 - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
 - (7) any combination of the above actions.
 - (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.
 - (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
 - (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.
6. **Ending the Contractual Relationship.**
- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
 - (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
 - (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
 - (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.

- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

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

E. Statutory and Regulatory Compliance.

1. Health Insurance Portability and Accountability Act of 1996. (INTENTIONALLY OMITTED)

- 2. Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

- 3. Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.

- 4. Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

5. Non-discrimination.

- (a) For purposes of this Section, the following terms are defined as follows:
 - i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - vi. "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;
 - vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - viii. "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;

- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and

to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

6. **Freedom of Information.**

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 *et seq.* ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
- (b) **Governmental Function.** In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

7. **Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. **Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.

3. **Campaign Contribution Restriction.** For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" reprinted below.



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

*On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.*

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submissions, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes, (ii) influencing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office, or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

CHILD DAY CARE AMENDMENT SHEET 7/1/2018 TO 6/30/20

CONTRACT AMENDMENT INFORMATION SHEET														
Fund: 11000	SID: 16274	Program: 83012 Description: State Appropriate Funds / Child Care Services												
Agency Name	New Haven Board of Education													
Contract Number	180ECCDC01NHV													
Vendor ID Number	00093													
Grantee Number	093-000													
FEIN Number	06-6001876													
DUNS Number	184982585													
Contact Name (Signatory)	Darnell Goldson													
Title	President, New Haven Board of Education													
Address 1														
Street Address	54 Meadow Street													
City, State, Zip	New Haven, CT 06519													
Email Address	dgoldson.nhboe@gmail.com													
Phone Number	475-220-1000													
Subcontractor(s)	Copy to: Denise Duclos: denised@nhboe.net LULAC Head Start, Inc.; Morning Glory; Montessori School on Edgewood; Friends Center for													
Currently Funded Spaces	Type	Number	Amount	# Wks/Yr	Total									
4	Spaces of full-time infant and toddler care	0	-	0	-									
	Spaces of full-time Title I infant and toddler care	109	196.94	52	1,116,255.92									
	Spaces of full-time preschool care	5	165.32	52	42,983.20									
	Spaces of wraparound infant and toddler care	22	68.90	52	78,821.60									
	Spaces of part-time wraparound preschool care	0	0	0	0									
	Spaces of full-time wraparound preschool care	0	0	0	0									
	Spaces of full-time school-age care	0	-	0	-									
	Spaces of part-time school-age care	0	0	0	0									
Max Amendment Amount/Year					1,238,060.72									
Amendment Period	07/01/2018 - 06/30/2020													
Max Amendment Amount					2,476,121.44									
Requested Change - But email from Denise Duclos from 5/6/18 indicated that they will remain as is.														
						Value of LULAC Head Start Subcontract	542,766.64	78,821.60	Per year	621,588.24	2-years	1,243,176.48	Per Year	5,097.02
						Value of Morning Glory Subcontract	163,854.08	-		163,854.08		327,708.16		1,343.60
						Value of Montessori Subcontract	204,817.60	-		204,817.60		409,635.20		1,679.50
						Value of Friends Center Subcontract	204,817.60	42,983.20		247,800.80		495,601.60		2,031.97
						TOTAL:				1,238,060.72		2,476,121.44		10,152.10

CHEFA INTERCEPT AGAINST LULAC - but taken against School Readiness

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: New Haven Public Schools AMENDMENT #: 1

GRANT # if applicable: #2017-0075 -DPH AGREEMENT #: _____

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: School Based Health Center Grant DATE: 4/24/19

FUNDING SOURCE FOR AGREEMENT: DPH

ACCT # FOR AGREEMENT: 2512-900-5124

ORIGINAL AMOUNT OF AGREEMENT: \$ 1,348,504.

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$1,348,504.

X ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$7,822.

_____ INCREASE OR X DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$1,340,682

FUNDING SOURCE & ACCT # FOR AMENDMENT: Special Funds: 2512-900-5124

DESCRIPTION AND NEED FOR AMENDMENT: _____

The Department of Public Health reduced all state SBHC grants due to legislatively mandated approved budget changes.
*Note: The attached amendment indicates that the same reduction (\$7,822.) will apply for each remaining year of the original 5 year contract.

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

CONTRACTOR'S SIGNATURE: *Avon Peters* 4-24-19
(Name) (Date)

Director: School Health Centers
(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)



**Department of Public Health
Contracts & Grants Management Section
PO Box 340308, 410 Capitol Ave., MS#13 GCT
Hartford, CT 06134-0308
Telephone: (860) 509-7704 FAX: (860) 509-8210**

April 24, 2019

Sue Peters
New Haven City School District
54 Meadow Street
New Haven, CT 06519

Re: Amendment to #2017-0075
Contract Period: 7/1/17 through 6/30/22
Contract for: School Based Health Center

Dear Mr. Clark:

Enclosed is an amendment, DPH Log #2017-0075-1, to the above referenced Contract. The purpose of this amendment is the reduction to the Contract due to legislatively mandated approved budget. Please review and return the amendment following the procedure explained below. It is important that the signed/sealed amendment and other required submittals be returned to the department by April 29, 2019. You will receive a copy of the amendment to the Contract once it has been executed by the Department.

- **Acceptances and Approval Page:** The individual authorized to sign the Contract must sign the Acceptances and Approval page of the Contract under the "By the Contractor" section, on the line marked "Signature (Authorized Official)" and include the signer's official title and signature date. Contract signing will be processed via the DocuSign eSignature process.
- **Certification Requirements:** On July 13, 2006, Governor M. Jodi Rell issued Executive Order No. 7C which repealed Executive Orders No. 7, 7A, and 7B in their entirety. Effectively the certification requirements of Executive Order No. 7B were adopted by and incorporated into 7C. Certification requirements of Executive Order 7C were expanded to include a Campaign Contribution Certification, Consulting Agreement Certification, and an annual gift/campaign contribution recertification for all state contracts between state agencies and **private** entities with a value of \$50,000 or more in a calendar or fiscal year. Public Act 11-229 made changes to filing requirements, timelines and certification language effective October 1, 2011. Re-Certification forms are required anytime there is a change in the filed information.

Blank forms are included in a file attached with the Contract in the Portal. Please complete the initial form if you do not already have a current form on file with the State and retain the remaining forms for future use. For further information please feel free to contact us or visit the Office of Policy and Management website at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806. Submit completed/signed certifications to the Portal, BizNet, or in hardcopy to the Department. Portal and Certification upload instructions are available at https://www.core-ct.state.ct.us/financials/scm/doc/SCMT_13_Budget_Workbook_Job_Provider_Entity_Information.doc. BizNet account and upload instructions are available at <http://das.ct.gov/images/1090/Upload%20Instructions.pdf>.

Because the term of this Contract exceeds one year, Gift and Campaign Contribution Re-Certification form(s) are included in the attachment package to provide the required annual update(s). The Re-Certification forms are identical to the regular Gift and Campaign Contribution Certification forms except the "Annual Update....." box is checked rather than the "Initial....." box. **Annual update forms must also be signed, dated and either submitted to the Portal, BizNet, or returned to the Department by the date indicated in the Contract payment schedule to prevent withholding of future Contract payments.**

- **Document Submission:** Certifications, Affidavits, and supplemental information requiring submission may be submitted on-line or in hard copy to the Department. For on-line submission, items may be submitted to the Portal or to the DAS Biznet system, however submission to the Portal is encouraged.

If submitted to the Portal, Certifications (Nondiscrimination, Gift/Campaign, Consulting Agreement, Iran), Insurance documentation, and CHRO documentation are for statewide consumption and must be submitted on the "Entity Certifications" tab of the "Provider Entity Information" menu item. All other attachments and invoices are Department and contract specific and must be submitted on the "Attachments" tab of the "Provider Program Information" menu item.

Thank you for your cooperation.

Sincerely,

Brenda L. West
Fiscal Administrative Officer
Contracts and Grants Management Section

cc: Christine Velasquez



State of Connecticut Department of Public Health Contract Amendment

Contract No.: #2017-0075
Amendment No.: #2017-0075-1
Term of Contract: 07/01/2017 - 06/30/2022

The Contract between New Haven City School District (the Contractor) and the Department of Public Health (the Department) which was executed by the parties on June 20, 2017 is amended as follows:

1. Funding provided to the Contractor under this Contract in Funding Periods Two through Five for State Fiscal Years 2019-2022 will be reduced by the amount of \$31,288.
2. Legislative mandates under this Amendment reduces program services for Funding Periods Two through Five Program specific sources to be provided are described in Part I, Section A.3 of the Contract.

SID	Fund Description /CFDA#	Year	Amount
17019	School Based Health Clinic	1	\$1,211,004
21531	Maternal & Child Block Grant	1	\$137,500
17019	School Based Health Clinic	2	\$1,203,182
21531	Maternal & Child Block Grant	2	\$137,500
17019	School Based Health Clinic	3	\$1,203,182
21531	Maternal & Child Block Grant	3	\$137,500
17019	School Based Health Clinic	4	\$1,203,182
21531	Maternal & Child Block Grant	4	\$137,500
17019	School Based Health Clinic	5	\$1,203,182
21531	Maternal & Child Block Grant	5	\$137,500

3. Part I, Subsection A.1 (4) (a) Maximum Payment of the original Contract for Funding Periods One through Five is hereby deleted and replaced by the following:

a. Maximum Payment

- i. The total maximum payment for Funding Period 1 shall not exceed \$1,348,504.
- ii. The total maximum payment for Funding Period 2 shall not exceed \$1,340,682.
- iii. The total maximum payment for Funding Period 3 shall not exceed \$1,340,682.
- iv. The total maximum payment for Funding Period 4 shall not exceed \$1,340,682.
- v. The total maximum payment for Funding Period 5 shall not exceed \$1,340,682.
- vi. The total aggregate amount of payment made under this Contract shall not exceed \$6,711,232.

4. Part 1, subsection A.1(4)(b) (Payment and Payment Schedule), of the original Contract, as it pertains to Funding Periods Two through Five is hereby deleted and the following is substituted in lieu thereof:

b) Payment and Payment Schedule

Payment shall be made according to the following upon the Department's receipt and approval of satisfactorily and timely completed deliverables, reports, and/or the Department's approval of properly executed invoices submitted by the Contractor.

Funding Period TWO: 07/01/2018 to 06/30/2019

Payment #	Max. Amount	Payment Conditions	Not Before:
5	\$337,126 (paid)	Upon full execution of the Contract	July 1
6	\$337,126 (paid)	Upon receipt and approval by the Department of the Final Reports and any refund due the Department from the prior contract for the same services as those provided under the terms of this Contract	November 1
7	\$333,215	On or after February 1 st	February 1
8	\$333,215	Upon receipt and approval by the Department of the second reports from the current Contract Funding Period	April 1

Funding Period THREE: 07/01/2019 to 06/30/2020

Payment #	Max. Amount	Payment Conditions	Not Before:
9	\$335,171	At the beginning of Second Funding Period of the Contract and annual update of Ethics Affidavits and Certifications for State Contacts and Nondiscrimination forms	July 1
10	\$335,171	Upon receipt and approval by the Department of the Final Reports and any refund due to the Department from the previous Contract Funding Period	November 1
11	\$335,170	On or after February 1 st	February 1
12	\$335,170	Upon receipt and approval by the Department of the second reports from the current Contract Funding Period	April 1

Funding Period FOUR: 07/01/2020 to 06/30/2021

Payment #	Max. Amount	Payment Conditions	Not Before:
13	\$337,126	At the beginning of Fourth Funding Period of the Contract and annual update of Ethics Affidavits and Certifications for State Contacts and Nondiscrimination forms	July 1
14	\$337,126	Upon receipt and approval by the Department of the Final Reports and any refund due to the Department from the previous Contract Funding Period	November 1
15	\$337,126	On or after February 1 st	February 1
16	\$337,126	Upon receipt and approval by the Department of the second reports from the current Contract Funding Period	April 1

Funding Period FIVE: 07/01/2021 to 06/30/2022

Payment #	Max. Amount	Payment Conditions	Not Before:
17	\$337,126	At the beginning of Fifth Funding Period of the Contract and annual update of Ethics Affidavits and Certifications for State Contacts and Nondiscrimination forms	July 1
18	\$337,126	Upon receipt and approval by the Department of the Final Reports and any refund due to the Department from the previous Contract Funding Period	November 1
19	\$337,126	On or after February 1 st	February 1
20	\$337,126	Upon receipt and approval by the Department of the second reports from the current Contract Funding Period	April 1

5. Funds shall be distributed to various budget line items, as outlined in Part I, Section B (Budget) as amended. (See Section 9 of this Amendment).
6. The Budget for Funding Periods Two through Five of this Contract is hereby deleted and replaced with the Amended Budgets for Funding Periods Two through Five on pages **29-32** of this Amendment.
7. Effective on and after July 1, 2018, **Part II** labeled TERMS and CONDITIONS of the Contract shall be deleted in its entirety and replaced with the following **Part II**.

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

- A. Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:
1. **"Bid"** shall mean a bid submitted in response to a solicitation.
 2. **"Breach"** shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
 3. **"Cancellation"** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
 4. **"Claims"** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 5. **"Client"** shall mean a recipient of the Contractor's Services.
 6. **"Contract"** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
 7. **"Contractor Parties"** shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.

8. **"Data"** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
9. **"Expiration"** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.
10. **"Force Majeure"** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
11. **"Confidential Information" (formerly "Personal Information")** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information regarding clients that the Agency classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
12. **"Confidential Information Breach" (formerly "Personal Information Breach")** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the State.
13. **"Records"** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.
14. **"Services"** shall mean the performance of Services as stated in Part I of this Contract.
15. **"State"** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.

16. "Termination" shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Client-Related Safeguards.

1. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
2. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103, through 17a-103e, inclusive, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services for the State); and C.G.S. § 17a-412 (relative to elderly persons).
3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. Contractor Obligations.

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

This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) days following the termination or cancellation of the Contract.

4. Federal Funds.

- (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
- (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
 - (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

5. Audit and Inspection of Plant, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its

and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
 - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.
6. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:
- (a) Real estate sales or leases;
 - (b) Leases for equipment, vehicles or household furnishings;
 - (c) Mortgages, loans and working capital loans; and
 - (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.
7. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section D.4:
- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of

- federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
 - (4) have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
- (b) Any change in the above status shall be immediately reported to the Agency.
8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
10. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
11. **Indemnification.**
- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
 - (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely

contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (e) This section shall survive the Termination of the Contract, and shall not be limited by reason of any insurance coverage.

12. Insurance. Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:

- (a) **Commercial General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
- (b) **Automobile Liability.** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
- (c) **Professional Liability.** \$1,000,000 limit of liability, if applicable; and/or
- (d) **Workers' Compensation and Employers Liability.** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

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

14. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.

- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity

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

- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

15. Compliance with Law and Policy, Facility Standards and Licensing. Contractor shall comply with all:

- (a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
- (b) Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

16. Representations and Warranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
- (c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

17. Reports. The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.

- 18. Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.
- 19. Protection of Confidential Information.**
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data-security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be

recoverable from the Agency, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

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

21. Litigation.

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

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

1. Contract Amendment.

- (a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.
- (b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.
- (c) The Agency may amend this Contract to reduce the contracted amount of compensation if:
 - (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
 - (2) federal funding reduction results in reallocation of funds within the Agency.
- (d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the

implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
- (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) days from the effective date of any change in:
 - (A) its certificate of incorporation or other organizational document;
 - (B) more than a controlling interest in the ownership of the Contractor; or
 - (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) **Assignment.** The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
- (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.
 - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the

Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.

- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
- (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;
 - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
 - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.
- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.

4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

- 5. Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.
- 6. Ending the Contractual Relationship.**
- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
 - (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
 - (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
 - (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
 - (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until

the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

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

E. Statutory and Regulatory Compliance.

- 1. **Health Insurance Portability and Accountability Act of 1996.** Notwithstanding the language in Part II, Section E.1(c) of this Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.
 - (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted on the Signatures and Approval page of this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
 - (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
 - (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
 - (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
 - (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health

Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").

(f) Definitions.

- (1)** "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
- (2)** "Business Associate" shall mean the Contractor.
- (3)** "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
- (4)** "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- (5)** "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
- (6)** "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7)** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8)** "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
- (9)** "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (10)** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11)** "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (12)** "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- (13)** "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (14)** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15)** "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

(g) Obligations and Activities of Business Associates.

- (1)** Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

- (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate, agrees to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. .
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in

accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate
- (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the Individual's PHI;
 - (C) provide a copy of the Individual's PHI in an electronic health record; or
 - (D) amend PHI in the Individual's designated record set
- the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
- (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
 - (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.
- (16) Obligations in the Event of a Breach.
- (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the

identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive, of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
- (E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that

have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

- (G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (h) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (2) Specific Use and Disclosure Provisions
- (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (i) Obligations of Covered Entity.
- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except

that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(k) Term and Termination.

(1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

(B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

(C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

(A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(l) Miscellaneous Sections.

- (1) **Regulatory References.** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
 - (2) **Amendment.** The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
 - (3) **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
 - (4) **Effect on Contract.** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
 - (5) **Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
 - (6) **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
 - (7) **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.
2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.
5. **Non-discrimination.**
 - (a) For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
 - (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other

changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

6. **Freedom of Information.**
- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
- (b) **Governmental Function.** In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.
7. **Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
8. **Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.
9. **Campaign Contribution Restriction.** For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," reprinted below.

8. All provisions of this Contract, as hereby amended, except those provisions specifically changed by this amendment shall remain in full force and effect.

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9. Amended Section B – Budget:

Funding Period: 2 2018-07-01 2019-06-30
Approval Date & Time: 2019-03-07T16:36:30-0500
Approver: DPH+West Brenda

Core-CT

Account Number and Description	SID	Project	SBHC	Subk-17019	Subk-21531	Total Budget
Budget Amount						
4000 INCOME			250,794.00	952,388.00	137,500.00	1,340,682.00
- 4100 CONTRACT FUNDING			250,794.00	952,388.00	137,500.00	1,340,682.00
- 4101 State Funds	17019	DPH17019SCHLBSD	250,794.00	952,388.00	0	1,203,182.00
- 4101 State Funds	21531	DPH21531CON2018	0	0	34,375.00	34,375.00
- 4102 Federal/Other Funds	21531	DPH21531CON2019	0	0	103,125.00	103,125.00
5000 DIRECT EXPENSES			250,793.81	952,388.00	137,500.00	1,340,681.81
- 5100 SALARIES			153,941.00	0	0	153,941.00
- 5101 Staff Salaries & Wages			153,941.00	0	0	153,941.00
- 5200 FRINGE BENEFITS			40,229.00	0	0	40,229.00
- 5400 CONTRACTUAL SERVICES			0	952,388.00	137,500.00	1,089,888.00
- 5403 Contracted Workers-Non-Payroll			0	952,388.00	137,500.00	1,089,888.00
- 5500 TRANSPORTATION			5,500.00	0	0	5,500.00
- 5501 Staff Travel Reimbursement			5,500.00	0	0	5,500.00
- 5600 MATERIALS AND SUPPLIES			48,124.00	0	0	48,124.00
- 5602 Lab & Medical Supplies			6,000.00	0	0	6,000.00
- 5603 Equipment (Less than \$5,000)			3,000.00	0	0	3,000.00
- 5607 Outreach/Program Supplies			5,000.00	0	0	5,000.00
- 5660 Other Materials			34,124.00	0	0	34,124.00
- 5900 OTHER EXPENSES			3,000.00	0	0	3,000.00
- 5905 Staff Training			3,000.00	0	0	3,000.00
Budget Total						
INCOME / EXPENSE SUMMARY						
- TOTAL INCOME			250,794.00	952,388.00	137,500.00	1,340,682.00
- TOTAL EXPENSES			250,794.00	952,388.00	137,500.00	1,340,682.00
- EXCESS / SHORTAGE			0	0	0	0
CONTRACT MANAGEMENT INFO						
- CONTRACT FUNDING PERCENTAGE			100	100	100	100
- A&G PERCENTAGE			0	0	0	0

Funding Period: 3 2019-07-01 2020-06-30
 Approval Date & Time: 2019-03-07T16:36:30-0500
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Core-CT

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- 4101 State Funds	21531	DPH21531CON2018	0	0	0	1,203,182.00
- 4102 Federal/Other Funds	21531	DPH21531CON2019	0	0	34,375.00	34,375.00
5000 DIRECT EXPENSES			250,793.81	952,388.00	137,500.00	1,340,681.81
- 5100 SALARIES			153,941.00	0	0	153,941.00
- 5101 Staff Salaries & Wages			153,941.00	0	0	153,941.00
- 5200 FRINGE BENEFITS			40,229.00	0	0	40,229.00
- 5400 CONTRACTUAL SERVICES			0	952,388.00	137,500.00	1,089,888.00
- 5403 Contracted Workers-Non-Payroll			0	952,388.00	137,500.00	1,089,888.00
- 5500 TRANSPORTATION			5,500.00	0	0	5,500.00
- 5501 Staff Travel Reimbursement			5,500.00	0	0	5,500.00
- 5600 MATERIALS AND SUPPLIES			48,124.00	0	0	48,124.00
- 5602 Lab & Medical Supplies			6,000.00	0	0	6,000.00
- 5603 Equipment (Less than \$5,000)			3,000.00	0	0	3,000.00
- 5607 Outreach/Program Supplies			5,000.00	0	0	5,000.00
- 5660 Other Materials			34,124.00	0	0	34,124.00
- 5900 OTHER EXPENSES			3,000.00	0	0	3,000.00
- 5905 Staff Training			3,000.00	0	0	3,000.00
Budget Total						
INCOME / EXPENSE SUMMARY						
- TOTAL INCOME			250,794.00	952,388.00	137,500.00	1,340,682.00
- TOTAL EXPENSES			250,794.00	952,388.00	137,500.00	1,340,682.00
- EXCESS / SHORTAGE			0	0	0	0
CONTRACT MANAGEMENT INFO						
- CONTRACT FUNDING PERCENTAGE			100	100	100	100
- A&G PERCENTAGE			0	0	0	0

Funding Period: 4 2020-07-01 2021-06-30

Approval Date & Time: 2019-09-07T16:36:30-0500

Approver: DPH-West Brenda

Core-01

Account Number and Description	SID	Project	SBHC	Subk-17019	Subk-21531	Total Budget
Budget Amount						
4000 INCOME						
- 4100 CONTRACT FUNDING			250,794.00	952,388.00	137,500.00	1,340,682.00
- 4101 State Funds	17019	DPH17019SCHLBSD	250,794.00	952,388.00	137,500.00	1,340,682.00
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- 5607 Outreach/Program Supplies			5,000.00	0	0	5,000.00
- 5660 Other Materials			34,124.00	0	0	34,124.00
- 5900 OTHER EXPENSES			3,000.00	0	0	3,000.00
- 5905 Staff Training			3,000.00	0	0	3,000.00
Budget Total						
INCOME / EXPENSE SUMMARY						
- TOTAL INCOME			250,794.00	952,388.00	137,500.00	1,340,682.00
- TOTAL EXPENSES			250,794.00	952,388.00	137,500.00	1,340,682.00
- EXCESS / SHORTAGE			0	0	0	0
CONTRACT MANAGEMENT INFO						
- CONTRACT FUNDING PERCENTAGE			100	100	100	100
- A&G PERCENTAGE			0	0	0	0

Funding Period: 5/2021-07-01 2022-06-30

Approval Date & Time: 2019-08-07T16:36:30-0500

Approver: DPH-West Brenda

Core-CT

Account Number and Description	SID	Project	SBHC	Subk-17019	Subk-21531	Total Budget
Budget Amount						
4000 INCOME						
- 4100 CONTRACT FUNDING			250,794.00	952,388.00	137,500.00	1,340,682.00
- 4101 State Funds	17019	DPH17019SCHLBSD	250,794.00	952,388.00	137,500.00	1,340,682.00
- 4101 State Funds	21531	DPH21531CON2018	0	0	0	1,203,182.00
- 4102 Federal/Other Funds	21531	DPH21531CON2019	0	0	34,375.00	34,375.00
5000 DIRECT EXPENSES			250,793.81	952,388.00	137,500.00	1,340,681.81
- 5100 SALARIES			153,941.00	0	0	153,941.00
- 5101 Staff Salaries & Wages			153,941.00	0	0	153,941.00
- 5200 FRINGE BENEFITS			40,229.00	0	0	40,229.00
- 5400 CONTRACTUAL SERVICES			0	952,388.00	137,500.00	1,089,888.00
- 5403 Contracted Workers-Non-Payroll			0	952,388.00	137,500.00	1,089,888.00
- 5500 TRANSPORTATION			5,500.00	0	0	5,500.00
- 5501 Staff Travel Reimbursement			5,500.00	0	0	5,500.00
- 5600 MATERIALS AND SUPPLIES			48,124.00	0	0	48,124.00
- 5602 Lab & Medical Supplies			6,000.00	0	0	6,000.00
- 5603 Equipment (Less than \$5,000)			3,000.00	0	0	3,000.00
- 5607 Outreach/Program Supplies			5,000.00	0	0	5,000.00
- 5660 Other Materials			34,124.00	0	0	34,124.00
- 5900 OTHER EXPENSES			3,000.00	0	0	3,000.00
- 5905 Staff Training			3,000.00	0	0	3,000.00
Budget Total						
INCOME / EXPENSE SUMMARY						
- TOTAL INCOME			250,794.00	952,388.00	137,500.00	1,340,682.00
- TOTAL EXPENSES			250,794.00	952,388.00	137,500.00	1,340,682.00
- EXCESS / SHORTAGE			0	0	0	0
CONTRACT MANAGEMENT INFO						
- CONTRACT FUNDING PERCENTAGE			100	100	100	100
- A&G PERCENTAGE			0	0	0	0



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

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/sec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

“Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

[] Original Contract: #2017-0075
[X] Amendment # 1
(For Internal Use Only)

The Contractor herein IS NOT a Business Associate under HIPAA*:

ACCEPTANCES AND APPROVALS:

By the Contractor:

New Haven City School District

Contractor (Corporate/Legal Name of Contractor)

Signature (Authorized Official)

Date

Darnell Goldson

Board of Education President

(Typed Name of Authorized Official)

(Title)

By the Department:

Department of Public Health

(Department Name)

Signature (Authorized Official)

Date

Renée D. Coleman-Mitchell, M.P.H.

(Typed Name of Authorized Official)

Title

By the Connecticut Attorney General:

(approved as to form)

Signature (Authorized Official)

Date

(Typed Name of Authorized Official)

Title

AGREEMENT
BETWEEN
SOUTHERN CONNECTICUT STATE UNIVERSITY
AND
NEW HAVEN PUBLIC SCHOOL DISTRICT

This agreement is by and between The New Haven School District, with an office at 54 Meadow Street, New Haven, CT (hereinafter "District" or "Local Education Agency" or "LEA" or "Contractor"), and Southern Connecticut State University, with an office at 501 Crescent Street, New Haven, CT 06515 (hereinafter "SCSU" or "College" or "Client").

SECTION I - PURPOSE

The Connecticut Board of Regents for Higher Education has been awarded funding for the first year of a seven-year Gaining Early Awareness and Readiness for Undergraduate Programs ("GEAR UP") grant from the United States Department of Education ("USDOE"), entitled "Connecticut State GEAR UP Alliance" under CFDA 84.3345 and award number P3345120031. This program shall provide knowledge of postsecondary education options, preparation, and financing to high poverty 7th graders and their families in select schools. As detailed under separate agreement, the BOR has collaborated with Southern Connecticut State University to oversee this project in New Haven, entitled "CT GEAR UP New Haven Alliance". The goal of this program is to increase the academic performance of this cohort of students through high school graduation in preparation for postsecondary education.

SECTION II - DEFINITIONS

- 1) Connecticut State GEAR UP Alliance is the name of the grant and is managed and coordinated by the Board of Regents for Higher Education. The BOR has collaborated with three Connecticut Institutions of Higher Education (HIEA") to collaborate with oversee the program in the identified select schools. The three HIEAs are Southern Connecticut State University, Naugatuck Valley Community College and Southern Connecticut State University.
- 2) Local Education Agency ("LEA") is New Haven Public School District.
- 3) CT GEAR UP New Haven Alliance ("Local Alliance") is managed and coordinated by Southern Connecticut State University. New Haven Public School District is a member of the Local Alliance.
- 4) Local Project Coordinator hired by Southern Connecticut State University, shall manage the implementation of the Local Alliance, and shall serve as the Alliance's primary contact.

SECTION II - DESCRIPTION OF SERVICES

- 1) In support of the goal of this program, the CT GEAR UP New Haven Alliance program shall **extend, at no cost, Agreement No. 96107659, until June 30, 2019.** All other terms and conditions of the Agreement shall remain in effect and unchanged.

ACCEPTANCES AND APPROVALS

By the Contractor

XXXXX XXXXXXXXXXXX(Authorized Official) President, New Haven Board of Education	Date
--	------

By the State Contracting Agency

Statutory Authority C.G.S. 10a-6, 4a-52a, 10a-151b

Robert S. Prezant, PhD Provost and Vice President for Academic Affairs Southern Connecticut State University By the Office of the Attorney General (approved as to form	Date
--	------

AGREEMENT NO. 96107659



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BETWEEN
SOUTHERN CONNECTICUT STATE UNIVERSITY
AND
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- 5) ~~Local Cohort is the list of 9th graders enrolled in New Haven High Schools appended hereto as "Attachment A."~~ Local Cohort is a group of 9th graders enrolled in New Haven High Schools
Authorized Official NHPSD  Authorized Official SCSU 

SECTION II - DESCRIPTION OF SERVICES

- 1) In support of the goal of this program, the CT GEAR UP New Haven Alliance program shall include, but not be limited to, services that sustain the following to the local cohort:
 - a) Early college awareness: Provide course teachings to GEAR UP participants to inform them about and serve as motivation to pursue higher education. The teachings include in-school and after-school programming in middle school and later in high school.
 - b) Parental awareness and engagement: Promotion of knowledge to parents in postsecondary

education options, preparation, and finance. Specific areas of emphasis shall include 1) College awareness: initiatives shall include publications, workshops and meetings to inform parents/families of the benefits and opportunities available to attain a college education; resources to pay for college; the importance of a rigorous course of study, test scores and top grades; the skills and knowledge required for college success and the supportive role they can provide their child to achieve their potential; 2) College Planning and Financing: staff shall conduct Saturday and evening seminars with parents/families to include topics such as "becoming investors instead of consumers," accumulation of debt, federal and state laws regarding student loans, how to calculate interest and applying for financial aid; 3) Student Academic Progress: staff shall provide workshops and presentations to parents/families that explain the meaning of students' performance on assessment and diagnostic tests. Parents/families shall learn how to monitor students' performance and how to advocate for their best interests.

- c) School achievement / college readiness: The State GEAR UP program shall adopt an assessment protocol that promotes rigorous, research-based evaluation of student learning and uses results for improvement of student learning and curricula.
- d) School improvement: Incorporate the GEAR UP program into the existing LEA vertically aligned teams that align curriculum and college expectations.
- e) Transition to college: GEAR UP participants shall visit institutions of higher education multiple times each year to orient themselves physically, socially and culturally to a college campus as motivation to pursue higher education.
- f) College savings accounts: Promote college savings accounts as an effective means for providing students with better access to the college of their choice and resources, to not only pursue but also complete a postsecondary credential.
- g) Summer Program: Summer programs shall take on a more applied focus that aims to integrate college preparatory learning into career opportunities. Summer program offerings shall vary. The program would include lessons in Career Development, Career Exploration and Personal/Social Development.
- h) Mentoring/tutoring: Mentors and/or tutors shall be made available to GEAR UP participants to advocate for them; assist them and guide them. Students who participate in the program shall be required to meet with their mentor minimally one time per week.
- i) Student Contracts: GEAR UP Participants shall receive a Student Contract. The statewide GEAR UP Project Director shall provide a template of the contract language. The contract is intended to explain what the expectations are for the student while in the program and give them the sense of responsibility and pride in participating in the program. The student shall sign the certificate and a copy shall be kept in the local Alliance's files.
- j) 21st Century Scholarship Certificate: The USDOE requires, as a part of this grant, all GEAR UP students must receive a one-time certificate intended to provide information about available scholarships.
- k) Scholarships: GEAR UP students shall have three opportunities for scholarships -Federal GEAR UP Scholarships and two CT-specific Scholarships.
 - i) Federal GEAR UP Scholarships shall not be less than the minimum Pell award. In order to be eligible for a federal GEAR UP scholarship the student must be under 22 at the time of the first scholarship award; receive a high school diploma or equivalent; enroll in any postsecondary institution and participate in the program. The BOR shall establish and administer a trust fund to provide portable federal scholarships.

- ii) CT College Readiness Program Scholarship details are still being developed. The BOR is working to obtain a policy shift that gives students that complete a college readiness program priority status when applying for financial aid.
- 2) This agreement formalizes the partnership between Southern Connecticut State University and the New Haven Public School District, the Local Education Agency, to create the CT GEAR UP New Haven Alliance to provide, develop organize, administer and evaluate services to students, families, teachers and schools.
- a) SCSU shall be responsible for the following Local Alliance functions: Hiring and supervising of all local project personnel, including but not limited to the local project coordinator, site coordinators for schools, teacher advisors, tutors and mentors;
 - i) Employ a Local Project Coordinator with the responsibilities of:
 - (1) Managing the implementation of the service delivery plan of the Local Alliance in support of the services listed in Section A above. The Local Project Coordinator shall work with the District to offer, but not be limited to, the following support services:
 - (a) Provide early college awareness by creating a version of the existing "College Knowledge" course that high school teachers currently use to work with 9th graders, to use with the 7th graders.
 - (b) The New Haven GEAR UP Alliance shall have a protocol to certify all participating students are assessed with a standardized assessment tool at various points during the program to support school achievement and/or college readiness.
 - (c) The Local Alliance shall work with liaisons with the existing new college expectations. Existing teams include area math and English department chairs and guidance counselors.
 - (d) SCSU shall coordinate to have all GEAR UP students visit institutions of higher education multiple times each year to orient themselves physically, socially & culturally to a college campus as motivation to pursue higher education. To further prepare students, the "College Knowledge" course for middle and high school students shall be infused with "First-Year Experience" content including time management, goal setting, planning and self-direction.
 - (e) Financial planning and literacy to promote college savings plans shall be supported through an arrangement with American Eagle Federal Credit Union, which runs an operational branch at New Haven High School.
 - (f) All summer programs shall be developed by and scheduled by mutual agreement of the parties.
 - (g) SCSU paid mentors shall be provided at the middle school so that GEAR UP participants shall have immediate access to college personnel to advocate for them and guide them.
 - (h) The New Haven GEARUP Alliance project staff shall be responsible for explaining to each student the Student Contract and obtaining the student's signature. The project staff shall be responsible for retaining a copy of the contract for their local files. The New Haven Alliance student contracts shall be integrated with the development of Connecticut Student Success Plans (SSPs), which are student driven plans to assess needs and interests, through high school.

- (i) Project staff shall distribute the 21st Century Scholarship Certificate to each GEAR UP student and retain a copy in local files. Funding to host an event to distribute the certificates to students is an allowable cost under this grant.
 - (j) Local Alliance staff must provide information to all participants about their eligibility for federal scholarships upon entry into the program. The staff may provide information on the CT-specific scholarships as they are developed.
 - b) Developing expectations of the Local Alliance in accordance with the expected outcomes;
 - i) Managing USDOE required data collection and analysis efforts, and maintaining records on each program participant;
 - ii) Developing state and local reports;
 - iii) Participating in state and national meetings to promote coordination, continual learning, and dissemination of promising and effective practices;
 - iv) Being the local contact for the statewide GEAR UP Director.
 - c) Registration of students into a non-credit bearing GEAR UP program in BANNER, SCSU's electronic student registration system, for regular school year and summer program participation;
 - d) Recruitment of students;
 - e) Student tracking and monitoring;
 - f) Management of any necessary and approved memorandums of agreement and/or subcontracts to support the delivery of GEAR UP-related services;
 - g) Administration of appropriate student assessments;
 - h) Participation in National and State convening's to support professional development, information sharing, and cross-alliance coordination;
 - i) Track all federal Local Alliance expenditures and submit fiscal reports to statewide GEAR UP Director as required;
 - j) Request and track non-federal/matching dollars from New Haven School District in accordance with Section 11-F. Reporting and Section 11-G.- Match Requirement and report to the statewide GEAR UP Director as required on behalf of the Local Alliance;
 - k) Submit all requests for changes to the USDOE approved project plan, to the State GEAR UP Project Director for approval. The State GEAR UP Project Director shall request approval from the United States Department of Education ("USDOE") when applicable;
 - i) SCSU shall provide a copy of this signed agreement to the BOR.
- 3) The LEA shall assist SCSU with the deliverables found in this agreement. The District shall not be financially compensated for their services and agree that their services shall be tracked as non-federal match in support of the GEAR UP program. The LEA shall agree to the following:
 - a) Cooperate with Local Project Coordinator to implement support services as listed per Section 2) a) i) (1) above.
 - b) The LEA shall provide access to documents and records such as assessment, test scores, IEP's, SSP's and other educational records as needed and requested by the local GEAR UP Program Coordinator in order to better evaluate the effectiveness of the program or to provide specific assistance to specific students.
 - c) The LEA shall provide access to all student level data required for state and federal monitoring and reporting into tracking database provided by BOR. Prior written consent from the parent or guardian of the student shall be obtained. This data shall include but is not limited to:

- i) SASID (State Assigned Student ID—10 digit number)
 - ii) First Name
 - iii) Middle Name
 - iv) Last Name
 - v) Street Address
 - vi) City
 - vii) State
 - viii) Zip Code
 - ix) Date of Birth
 - x) School Name
 - xi) School Code
 - xii) Expected Year of Graduation
 - xiii) Citizenship Status
 - xiv) Gender
 - xv) Race
 - xvi) Ethnicity
 - xvii) Individualized Education Plan (IEP)
 - xviii) Limited English Proficiency
- d) The LEA shall provide access to relevant meetings and information from those in leadership at the district, particularly those involved in the alignment of math, science and English language arts curriculum with college admissions expectations and the level of the 1st year college curriculum.
 - e) The LEA shall make space available, as needed, at New Haven Middle School for GEAR UP related activities listed in Section A and B.1.(b). Facilities that shall be needed are:
 - i) One (1) office for the local GEAR UP Coordinator, with a minimum space capacity of 10 feet by 15 feet, with space for a desk and a meeting table. This office shall be provided at all hours before, during and after school.
 - ii) Space shall also be provided for GEAR UP Programming and Activities. Space shall include a minimum of three classroom spaces, large enough to hold 25 students each, for a total of 75 students. This is needed after school from approximately 2:45 pm to 4:45 pm daily.
 - iii) Occasionally, additional spaces shall be needed such as the gymnasium and auditorium and shall be coordinated with the building supervisor.
- 4) Reporting
- a) The LEA shall submit all deliverables and reports to the Local GEAR UP Project Coordinator in accordance with the following:
 - b) The LEA shall provide assistance with distributing and collecting the biannual GEAR UP student and parent survey. The LEA shall provide assistance with this survey by the end of February each year. The USDOE requires that there be an 80% response rate from students and minimally a 50% response rate from parents/guardians. The Local GEAR UP Project Coordinator, with support from the LEA, shall make every effort to meet this requirement.
- 5) LEA Cash Contribution and/In-Kind Match:
- a) The New Haven School District shall provide SCSU with a **cash contribution of \$75,000** per year to support GEARUP services to students. SCSU shall Invoice New Haven School District **yearly** for the match.
 - b) The services that the New Haven School District shall provide under this agreement in support of the GEAR UP project shall be tracked as non-federal in-

kind match at a minimum value of \$232,795 per year.

- c) The non-federal match shall come from the New Haven school district's education cost share (ECS) funding. This funding is provided to the school district by the State of Connecticut to support public K-12 education. The following is a list of potential ECS supported items that can be counted, but not limited to, as match as long as they are directly related to GEAR UP activities:
 - i) Facilities and equipment usage
 - ii) Administrators time during regular school hours
 - iii) Teachers time ONLY IF they are being paid by the school district to conduct activities outside their normal duties that are specifically related to the GEAR UP program. New Haven School District may also count bussing for GEARUP Summer Camp, College Visits and special events towards their non- federal match.
- d) New Haven School District shall provide non-federal match towards the GEARUP program from their ECS funding annually in the amount of \$232,795. This funding is estimated to be made up of \$150,000 in facilities usage and \$82,795 in administrator's salary and fringe. The dollar value for the administrator's time equates to an average of 5 to 10% of their time spent on GEAR UP efforts and may include principals, superintendent, Deputy superintendent and other administrators..
- e) GEAR UP activities that occur at the high schools after normal school hours that are funded with non-federal dollars can also be counted and tracked towards match.
- f) Expenditures claimed as matching funds must conform to the requirements of Title 34 Part 74 Section 23, "Cost Sharing or Matching" of the Code of Federal Regulations. Education Department General Administrative Regulations (EDGAR).
- g) The LEA shall assist the Local GEAR UP Coordinator with tracking and reporting the match per the reporting schedule listed in Section 3 above and by providing needed information such as salary and fringe information for employees.

SECTION III — CONTRACT PERIOD

- 1) Term of Agreement
 - a) The term of this agreement shall be from July 1, 2017 through June 30, 2018 contingent upon continued grant funding from the USDOE under CFDA 84.3345 in support of the GEAR UP program.
- 2) Cancellation of Agreement
 - a) This agreement shall remain in full force and effect for the entire term of agreement period stated above unless cancelled by either party, by giving 30 days' written notice, delivered personally or by certified or registered mail to the following addresses:
 - i) For Southern Connecticut State University, send or deliver notice to:
 - (1) Vincenzo Cassella, MBA, CGMS
 - (2) Associate Director, Sponsored Programs & Research
 - (3) Southern Connecticut State University
 - (4) 501 Crescent Street New Haven, CT 06515
 - ii) For the New Haven School District, send or deliver notice to:
 - (1) Dr. Reginald Mayo
 - (2) Superintendent of Schools
 - (3) New Haven Public School District
 - (4) 54 MeadowStreet New Haven, CT 06519

SECTION IV — OTHER TERMS AND CONDITIONS

- 1) Professional Standards

- a) In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and competent manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to the College in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said College, such services as the College requests, provided in this contract.
- 2) Quality Surveillance. Examination of Records and inspection of Work
 - a) Pursuant to C.G.S. 4e-29 and 4e-30, all services performed by the Contractor and all records pertaining to this contract shall be subject to the inspection and approval of the State and the State Contracting Agency at reasonable times.
- 3) Nondiscrimination

The following subsections are set forth here as required by section 4a-60 and 4a- 60a of the Connecticut General Statutes:

 - a) For purposes of this Section, the following terms are defined as follows:
 - i) "Commission" means the Commission on Human Rights and opportunities;
 - ii) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - vi) "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;
 - vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - viii) "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;
 - ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation , conversion, extension, demolition or repair of a public building,

highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide *each* labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and 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 Connecticut General Statutes §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, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
 - g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a56.
 - h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with subcontractor or vendor as a result of such direction by the Commission, 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.
- 4) Executive Orders
- a) This Contract may be subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. This Contract may also be subject to Executive Order 49 of Governor Dannel P Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates to office. Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. All of these Executive orders are incorporated into and made a part of

the Contract as if they had been fully set forth in it. At the Contractor's request, the Agency shall provide a copy of these Orders to the Contractor.

5) Laws and Regulations

- a) This contract, and any and all disputes arising out of or in connection therewith, shall in all respects be governed by the laws of the State of Connecticut.
- b) Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this contract.
- c) The Contractor agrees that the sole and exclusive means for the presentation of any claims against the State of Connecticut or the State Contracting Agency, arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

6) Sovereign immunity

- a) Notwithstanding any provisions to the contrary contained in this contract, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity which it may have with respect to all matters arising out of this contract.

7) Indemnification

- a) Contractor here by agrees to indemnify, defend and hold harmless the State, its agencies, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this contract, in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault, willful misconduct or negligence of Contractor or its employees, agents or subcontractors.

8) Insurance

- a) The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service(s) to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the contracting state agency.

9) Assignment

- a) This contract shall not be assigned by either party without the express prior written consent of the other.

10) Whistleblowing

- a) This Agreement may be subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement.
- b) Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General

bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

11) FERPA

- a) In performing services pursuant to this Contract, Contractor shall comply with all federal and state statutes and regulations, including, but not limited to, Gramm- Leach-Bliley Act, the Family Educational Rights and Privacy Act ("FERPA"), and related State Contracting Agency Policies, in the protection of all personally identifiable and other protected confidential information and non-directory student data.

12) SEEC

- a) For all state contracts as defined in Connecticut General Statutes §9- 612(g)(2), as amended by P.A. 101 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Notice below.

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS This notice is provided under the authority of Connecticut General Statutes §9-612(g) (2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees). In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from *a subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties: Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties: Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation. The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation. Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates.

"State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service

and full or part-time, and only in such person's capacity as a state or quasi-public agency employee. "Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or

any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a sub contract or" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a sub contract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

13) M. Protection of Confidential Information.

a) For purposes of this Section, the following terms are defined as follows:

- i) " Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific Individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation, Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records, which are lawfully made available to the general public.
- ii) "Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences : (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

(1) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information, which they come to possess or control, wherever and however stored or maintained, in

- a commercially reasonable manner in accordance with current industry standards.
- (2) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data -security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (a) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (b) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (c) A process for reviewing policies and security measures at least annually;
 - (d) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (e) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
 - (3) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
 - (4) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
 - (5) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

14) Records

- a) SCSU agrees that all records pertaining to this agreement shall be made available for review and audit by appropriate officials of the Federal agency, the BOR, or the

General Accounting Office (GAO) during normal business hours.

- b) SCSU agrees to retain all financial records, supporting documents and all other records pertinent to the grant for the period of three years from the date of submission of the final expenditure report.

15) Clean Air Act

- a) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended- Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to Clean Air Act (42 U.S. C. 7401 et seq.) and the federal Water Pollution Control Act as amended (33 U.S.C.1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).

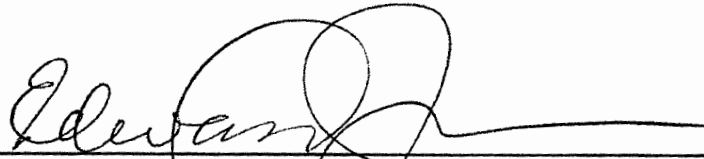
16) Entire Agreement

- a) This contract embodies the entire agreement between the BOR and Southern Connecticut State University, on the matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. This contract shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of the contract shall be valid unless reduced to writing, signed by both parties. This contract shall inure to the benefit of each party's heirs, successors, and assigns.
- b) Total funding not to exceed **\$75,000** (seventy five thousand dollars)

Funding Source: ECS Alliance-Academic Program
Acct. # 2547-6107-56694

ACCEPTANCES AND APPROVALS

By the Contractor



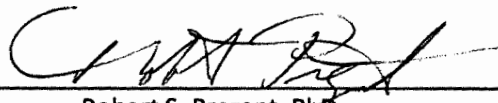
EDWARD JOINER (Authorized Official)
President, New Haven Board of Education

11/27/17

Date

By the State Contracting Agency

Statutory Authority C.G.S. 10a-6, 4a-52a, 10a-151b

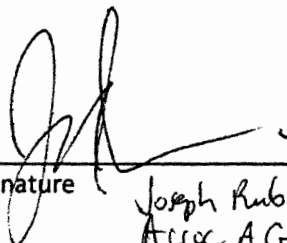


Robert S. Prezant, PhD
Provost and Vice President for Academic Affairs
Southern Connecticut State University
By the Office of the Attorney General (approved as to form)

12/8/17

Date

By the Office of the Attorney General (approved as to form)



Signature Joseph Rubin
Assoc. AG.

3/2/18

Date





NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: Finance and Operations Committee

From: Michael J. Pinto, Chief Operating Officer

Re: F&O Agenda Item Request/For Approval
Renew Agreement with CAPA for COOP Facilities Management

Meeting Date: May 6, 2019

Executive Summary:

Approval is requested for an Agreement by and between the New Haven Board of Education and CT Association for the Performing Arts (CAPA), Shubert Theater, 247 College St., New Haven, CT to provide planning, management and services for COOP theaters and designated arts-related facilities including Facility Manager Salary from July 1, 2019 to June 30, 2020.

Amount of Agreement and Daily, Hourly, or Per Session Cost: In an amount not to exceed \$119,583
Management Fee: \$59,328; Facility Manager \$60,255

Funding Source: 2019-2020 Operating Budget
Acct. #190-47000-56694

Key Questions:

1. Please describe how this service is strategically aligned with school or District goals:

The services provided under this contract create a synergy between the Shubert Theatre (CAPA) and COOP. CAPA is able to professionally manage and oversee the COOP theatre space while also providing education support and a meaningful connection to the Shubert. Students are able to receive professional instruction from actors, technical professionals and other industry pros while also gaining some opportunities to work and participate in Shubert events and productions. The contract gives students a defined insight into the professional work or theatrical production, set design, and technical arts while also allowing the theatre to be maintained and managed by local pros, which also give additional insight and support to the broader management of theatre spaces in other schools, by the BOE. The elements within the theatre are very technical and a professional management is required in order to maintain safety and the life-cycle of the space.

2. Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation?

The COOP Administration works extremely closely with CAPA and monitors the instruction, scheduling and professional work on a daily basis. The COO and Budget office review revenue and rental streams as well as instruction support provided to document the fiscal success of the theatre management relationship.

3. Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.

The services were originally competitively bid and reviewed by a Committee. In August 2013 CAPA was designated as a Sole Source by the Purchasing Agent of the City of New Haven. CAPA is a natural partner for COOP and the now long-standing relationship has been mutually beneficial. While it would be possible to further monetize the arrangement and seek more in fees and revenues for rentals we have found a balance where we can achieve rental income on many private rentals while also giving priority to COOP and other BOE and Community uses and favorable rates. The life-cycle of the theatre space has no-doubt been extended by the proactive stewardship of CAPA and its partnership thus allowing the mission of COOP to continue. No increase is reflected in this renewal.

CAPA at COOP – 2017/18 Report

April 16, 2018

CAPA/Shubert Theatre is contracted by the New Haven Board of Education to provide theater management services for the theatrical spaces of Cooperative Arts & Humanities High School (Co-Op). CAPA maintains the performance arts spaces, manages the space calendar for Co-Op, and manages all rentals that happen in the building (including contracting, permits, payment collection and staffing). CAPA is also committed to the education of students through all of the work that we do. Below is a report on our work for the 17/18 school year.

LEARNING:

- **Technical Theater:** CAPA provided technical training through the Co-Op After School program in support of the all school musical, *Heathers*. Students who complete the training are eligible to apply to become a paid Shubert Tech apprentice once they are 16 years old. Tech apprentices are hired to serve as crew for rental events at Co-Op (managed by CAPA). In late April/Early May, we will be offering another intensive training program for students interested in applying for the 18/19 school year.
- **Community Service:** CAPA worked with students on two community service projects this year. CAPA sponsored a tree in the Ronald McDonald House's Trees of Hope event. Students in the National Arts Honor Society (NAHS) helped to create a tree based on *Pinkalicious the Musical* for the event. CAPA also had a year-long kindness project connected to *Beautiful*. NAHS students helped to prep rocks that were then painted by members of the community with messages of hope and kindness. Students also participated in rock painting events, assisting people who were creating kindness rocks. These rocks will be installed into community gardens around New Haven this spring. All Co-Op students who participated earned community service hours toward their graduation requirement.



- **Independent Study:** 3 students requested an independent study in technical theater this year. Ianis Alexander Haveland (Shubert Education Assistant) taught the independent study. Students learned light design technique, drafting, set design, costume design and sound. At the completion of the class, they will each have created a personal portfolio of their work. They have already used portions of their portfolios for their college admissions interviews.

- **GSA (Gay/Straight Alliance):** After school program funding was held up this year due to the delay in the State budget. There were no after school programs until January. In order to meet workshop submission deadlines for True Colors (the largest LGBTQ youth conference in the US), Kelly Wuzzardo (Shubert Director of Education and Outreach) ran a GSA/True Colors program for interested students starting in October. CAPA also covered the cost of supplies for the group. Students created workshops entitled Coming Out, The History of Drag, and The Alliance (about being a good ally). All 3 workshops were accepted, and students taught them at the conference in March. Members of the Community Connections group at Whitney Center again travelled to Co-Op to be a test audience for the Drag History workshop, and gave students feedback. 15 students from Co-Op attended the conference this year. Co-Op shared a bus with 3 other NHPS schools to help make the trip affordable for each school's group.



- **Usher Internship:** Teaches students to usher performances at Co-Op as well as the opportunity to usher during Shubert shows (and see those shows for free). Open to all grades and arts at Co-Op. Over 15 students served as ushers this year.
- **Shubert Performance Outreach:** At times the Shubert is able to make free tickets available to Co-Op students. 50 students and teachers attended *Amazing Grace* in January. 50 tickets will also be available to students to see *Bright Star* in April. Study guides are provided when available, and teachers are encouraged to work the themes of the show into classroom discussions.

JOB TRAINING/OPPORTUNITIES:

- **Tech Apprentices:** Current and graduated Co-Op students are paid to be trained in theater tech and become eligible for a pool of labor that staff rentals at Co-Op. There are currently 16 current and former students (now college students) in the pool. New students are added each semester as they complete training and turn 16. An intensive training session will be offered at the end of this school year for students who want to apply for next year's cohort. We currently have apprentices who are students at Gateway Community College, UCONN, and Quinnipiac University still working for us.
- Co-Op students and graduates have worked on IATSE crew calls, the Shubert stage door, as outreach assistants, and paid ushers at the Shubert this year. Two current music students played at the Shubert's On Stage event before a performance of Beautiful.



- **Summer Camp:** Co-Op students continue to be hired as paid Teaching Assistants for the Shubert Summer Theater & Arts Summer Camp. The training they receive lends itself to those students who might wish to pursue a career in teaching and/or as a professional artist. This summer we are again planning on hiring 10 Co-Op student TA's. A Co-Op graduate (and apprentice) is our Assistant Camp Director, and two other Co-Op graduates direct our 5th/6th grade musicals.
- **Talent Haven:** This was the sixth year of our partnership with the New Haven Board of Alders to produce a Talent Haven concert. Proceeds from the show benefit arts scholarships in New Haven. This year was the third year that the show was held at Co-Op High School and employed student tech apprentices. Four Co-Op students were employed. Co-Op theater students performed at the event.

FACILITY REPORT:

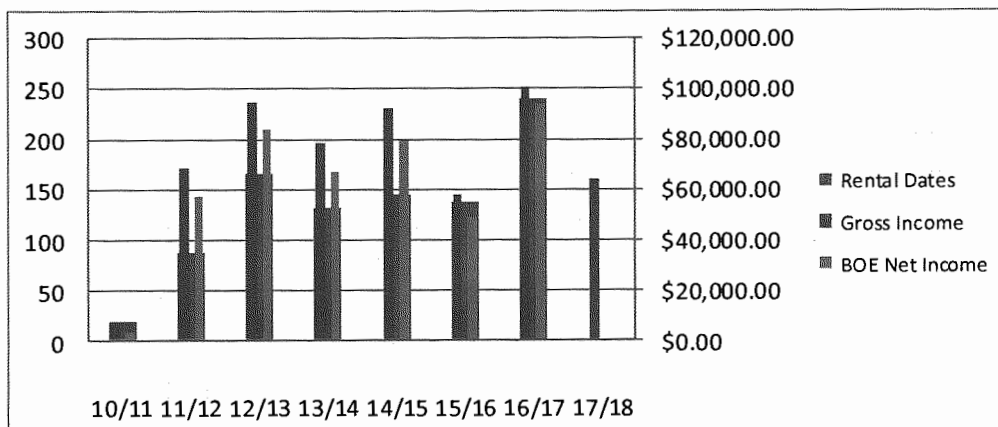
- CAPA maintains the school space calendar for Co-Op and provides staff to handle most stage changeovers between school performances (a few are handled within the school tech class). Janie Haverkamp runs all school performances outside of the theater department with the assistance of tech class students and/or Shubert Tech Apprentices. Kelly Wuzzardo inputs all building permits for Co-Op.
- CAPA provides ticketing for Co-Op performances and schedules all student ushers and house managers for Shubert performances.
- CAPA performs regular maintenance and upkeep on all performance spaces including re-taping marley floor in the dance studios, replacing lamps and gel in the theater spaces, and keeping maintenance up to date on facility work orders that are needed.
- CAPA keeps and sends reports on items that need to be repaired, replaced, or upgraded. CAPA also keeps a wish list of items to purchase that would be helpful in the spaces to expand capabilities for school and rental usage.

RENTALS:

- Continuing rental clients include Metropolitan Opera, Yale UP, CT Gay Men’s Chorus, Unite for Sight Conference, and Yale Summer Services. New clients this year included The Workshop, R J Julia Booksellers and World Scholar’s Cup. Available rental dates depend on the school calendar.

*Note: 15/16 numbers were low because summer space rental in summer 2016 was not available to Yale due to the need to strip floors over the summer. Yale returned for the summer of 17. They will be contracting for summer use in 2018.

*Note: 17/18 reflects current contracted gross income. However, there are still at least 2-3 contracts pending between now and the end of June.



**AGREEMENT
BY AND BETWEEN
NEW HAVEN BOARD OF EDUCATION
AND
THE CONNECTICUT ASSOCIATION FOR
THE PERFORMING ARTS, INC.
FOR
PROFESSIONAL SERVICES REGARDING
THEATER MANAGEMENT FOR COOP HIGH SCHOOL**

PART I

This Agreement, consisting of Parts I and II, Rider A and Exhibit A, entered into this day of , 2019, effective the 1st day of July, 2019 by and between the New Haven Board of Education (hereinafter referred to as the "Board"), and The Connecticut Association for the Performing Arts, Inc., c/o Shubert Theatre, 247 College Street, New Haven, CT 06510 (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, the Board has determined that it needs of the services of a professional theater management organization to provide theatre management services for the theatrical facilities of the Board's Cooperative Arts and Humanities High School ("Coop High School"); and

WHEREAS, the City Purchasing Agent has designated the Contractor as the sole source for theatre management for Coop High School in New Haven; and

WHEREAS, the Board has selected the Contractor and The Contractor has agreed to perform the services for the terms and conditions set forth herein: and

WHEREAS funds for this Agreement are available from account number 190-47000-56694 pursuant to Contract/Agreement Purchase Order (CAPO) Number 91390190 FY 2020.

NOW, THEREFORE, the Board and the Contractor hereby agree as follows:

SECTION 1: ENGAGEMENT

101. The Board hereby engages the Contractor and the Contractor hereby agrees to perform the services set forth herein in accordance with the terms and conditions and for the consideration set forth herein.

102. The person in charge of administering the services described under this Agreement on behalf of the Board shall be Michael J. Pinto or such other person as he shall designate in writing.

103. The person responsible for the services to be performed by the contractor shall be John F. Fisher, or such other qualified person as is designated in writing by the Contractor and accepted by the Board.

104. The Contractor shall not subcontract any of the professional services to be performed by it under this Agreement, absent written approval by the Board.

SECTION 2: SCOPE OF SERVICES

201. The Contractor shall perform the applicable management services set forth under this Agreement in a satisfactory manner, as reasonably determined by the Board. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as may be required by the Board; provided, however, the Contractor shall not be required to make revisions at its sole cost and expense where the revisions are based upon considerations outside the scope of services initially given to the Contractor.

202. All drawings, reports, and documents prepared by the Contractor under this Agreement shall be submitted to the Board for review and approval. The Board shall review and respond to materials submitted by the Contractor within thirty (30) calendar days. In the event the Board disapproves of any of the submitted materials, or any portion thereof, or requires additional material in order to properly review the submission, the Contractor shall revise such disapproved work at its own cost and expense and submit the revised work or the additional required material for review and approval.

203. In performing the services required under this Agreement, the Contractor shall consult with the Michael J. Pinto and shall meet, as appropriate, with other Board employees or officials and with other persons or entities, as necessary, including State and Federal officials and/or neighborhood groups or organizations.

204. The services to be performed by the Contractor shall consist of providing the applicable theatre management services for COOP High School, as more fully set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3: INFORMATION TO BE FURNISHED TO THE CONTRACTOR

301. The Board will provide the Contractor with all documents, data, and other materials in its possession appropriate to the services to be performed hereunder, and will endeavor to secure materials or information from other sources requested by the Contractor for the purpose of carrying out services under this Agreement.

SECTION 4: TIME OF PERFORMANCE

401. The Contractor shall perform the services set forth in Section 2 during the period from July 1, 2019 through June 30, 2020, in such sequence as may be directed by the Board.

402. This Agreement shall remain in effect until the services required hereunder are completed to the satisfaction of the Board, unless otherwise terminated by the parties hereto, but in any event shall terminate on June 30, 2020.

403. Notwithstanding any other provision in this Agreement, the Board reserves the right to terminate this Agreement for any reason upon twenty-one (21) days written notice to the Contractor. The Contractor shall be paid for satisfactory services rendered up to the termination date upon submission to the Board of all written memorandums, reports or other partially complete or incomplete documents, and such other materials as will reasonably facilitate transfer to a new Contractor.

SECTION 5: COMPENSATION

501. The Board shall compensate the Contractor for satisfactory performance of the services required under Section 2 of this Agreement in a maximum amount not to exceed One Hundred Nineteen Thousand Five Hundred Eighty Three Dollars (\$119,583.00) consisting of twelve monthly payments of Nine Thousand Nine Hundred Sixty Five Dollars and Twenty Five Cents (\$9,965.25).

502. Compensation provided under this Section 5 constitutes full and complete payment for all costs assumed by the Contractor in performing this Agreement including but not limited to salaries; consultant fees; costs of materials and supplies; printing and reproduction; meetings, consultations, and presentations; travel expenses; postage; telephone; clerical expenses; and all similar expenses. No direct costs shall be reimbursed by the Board other than as provided in Section 501.

503. Payments to the Contractor under this Agreement shall be made by the Board on approval of payment requisitions certified by a principal of the Contractor submitted not more often than once a month. Each requisition shall be in a form acceptable to the Board and shall set forth the services performed, the percentage of completion of the work, and the compensation due the Contractor based upon the fee amount set forth in Section 501. The Board may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information with respect to the Contractor's costs as the Board deems necessary.

504. No contract for employment is intended or implemented by this Agreement and no fringe benefits will be paid to the Contractor hereunder. The Contractor's relationship to the Board is that of an independent contractor.

SECTION 6: INSURANCE

601. The Contractor shall defend, indemnify and hold harmless the Board and its officers, agents, servants and employees from and against all actions, lawsuits, claims, damages, losses, judgments, liens, costs, expenses and reasonable counsel and consultant fees sustained by any person or entity ("Claims"), to the extent such claims are caused by the acts, errors or omissions of the Contractor, including its employees, agents or subcontractors, directly or indirectly arising out of, or in any way in connection with, the obligations of the contractor pursuant to this Agreement.

602. See attached Rider, which provisions, by this reference, are part of this Agreement as if fully incorporated herein.

SECTION 7: TERMS AND CONDITIONS

701. This Agreement is subject to and incorporates the provisions attached hereto as City of New Haven Board of Education Contract for Professional or Technical Services Part II, Terms and Conditions. In the event any provision of said Part II conflicts with any provision of this Part I of this Agreement, Part I shall be controlling.

702. This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut law. The Contractor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the City of New Haven.

703. The parties agree that they waive a trial by jury as to any and all claims, causes of action or disputes arising out of this Agreement or services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute, or legal action, the Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the Board.

704. The Board and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

705. This Agreement incorporates all the understandings of the parties hereto as to the matters contained herein and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to such matters.

706. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

707. Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.

708. The Board may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Board and the Contractor, shall be incorporated in written amendments executed by both parties to this Agreement.

709. References herein in the masculine gender shall also be construed to apply to the feminine gender.

710. Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the Board or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor:	John F. Fisher CT Association for the Performing Arts, Inc. 247 College Street New Haven, CT 06510
City:	Michael J. Pinto, Chief Operating Officer New Haven Board of Education 54 Meadow Street, New Haven CT. 06519

IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement as of the day and year first above written.

WITNESS:

NEW HAVEN BOARD OF EDUCATION

BY:

Darnell Goldson, President

WITNESS:

**THE CONNECTICUT ASSOCIATION
FOR THE PERFORMING ARTS, INC.**

BY:

**John F. Fisher
Vice-President/Executive Director**

EXHIBIT A

SCOPE OF SERVICES

OVERALL FACILITY MANAGEMENT

- Provide overall management services for COOP's theaters, performing spaces and related support spaces.
- Manage, oversee and implement a public use rental program of its facilities, while supporting COOP's academic programs, and to further develop the scope of services needed to accomplish COOP's goals and needs.
- Working with BOE and COOP develop overall use and operating policies and procedures for all related COOP arts spaces.

PERSONNEL

- CAPA's Facility Manager will coordinate and work with BOE engineering and maintenance staff regarding building systems, equipment and facilities. This coordination and work to be outlined and mutually agreed to by CAPA and BOE.
- Identify and maintain an appropriate pool of qualified labor with experience and expertise in the areas of production, lighting, sound and backstage operations, to be supplied as needed for COOP or rental productions and events.
- Develop and train a pool of COOP students that can staff student productions or be hired for rental events as may be needed.

SCHEDULING

- CAPA and its Facility Manager will be responsible for maintaining schedules for the theaters and related spaces for COOP, and will coordinate with all appropriate faculty and staff.
- Will handle all rental inquiries and ensure that COOP's academic needs are given priority.
- The Facility Manger enters all permits for Co-Op high school (including school events and those happening beyond the arts spaces),

RENTAL AND COMMUNITY EVENTS

- Oversee all rentals of the spaces, and coordinate all hiring and staffing as required.
- Serve as chief liaison with community and commercial facility users.
- Coordinate technical needs of renters, providing guidance and support in all production related areas.
- Develop rental rates and rental use and operating policies and procedures for all related COOP arts spaces (to be approved by BOE and COOP).
- CAPA will prepare rental agreements and event settlements for all external non-BOE/COOP events, and issue related invoices and process all payments. Procedures and processes to be developed and mutually agreed to by BOE and CAPA.

TECHNICAL OPERATIONS

- Through CAPA's management team and Facility Manager, oversee entire technical production facilities, including equipment and operations.
- Manage primary performance and backstage areas including Main Stage Theatre, Black Box Theatre, Scene Shop, Film Viewing Lecture Hall as well as other specialized areas to be mutually agreed upon.
- Provide guidance and support to school staff, students and outside renters in production related areas, including; lighting, sound, set design and construction, rigging, staging and related back stage work.
- Train appropriate school faculty and students in production related areas including; lighting, sound, construction and shop protocols and safety procedures.

TICKETING AND BOX OFFICE

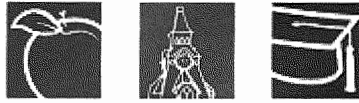
- CAPA will provide ticketing services to include advance sales through the Shubert Box Office and internet online sales through CAPA's ticketing provider.
- Print and provide tickets for all COOP student presentations.
- Provide consignment tickets for COOP's on-site advance sales and night of performance sales.
- Provide ticketing or box office services for additional fees to facilities renters.
- Provide box office reports, settlements and accounting for all COOP student presentations

MARKETING

- CAPA will maintain web page calendar of events, technical and rental information and will provide ticketing links and information as needed.

EDUCATION AND INTERNSHIPS

- Maintain an usher internship program to teach students to usher Co-Op productions as well as serve as ushers at Shubert Broadway series shows.
- Provide a management internship to Co-Op Juniors.
- Work with COOP on educational and outreach activities and opportunities with the Shubert Theater.
- BOE or renters will reimburse CAPA for all related event, front of house and backstage labor, supplies and equipment as necessary for all COOP events.
- BOE/COOP will provide overall public safety and security.



NEW HAVEN PUBLIC SCHOOLS

MEMORANDUM

Joseph Barbarotta
Executive Director
Facilities Services



654 Ferry Street
New Haven, CT 06513
Tel. (475) 220-1631
Fax (203) 936-5229

To: Finance and Operations Committee

From: Joseph Barbarotta

Re: F&O Agenda Item/For Approval
Change Order #1 for On Call Asbestos Management Services

Meeting Date: May 6, 2019

cc: John Barbarotta, Luz Perez

For consideration and approval of a Change Order #1 to Contract #21549-1-2 to EnviroMed Services, 470 Murdock Ave., Meriden, CT for Asbestos Management Services to the NHPS for FY 18-19

Original Amount of Contract:	\$50,000.00
Change Order #1	\$65,577.50
Total Amount of Contract:	\$115,577.50

Funding Source: Capital Projects

- Acct. #3C19-1983-58101 (\$24,568.27)
- Acct. #3C17-1793-58700 (\$25,016.81)
- Acct. #3C19-1984-58700 (\$11,905.09)
- Acct. #3C17-17EE-58101 (\$4,087.33)

Increase is to perform a State of CT mandated 5-year radon testing districtwide.

CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	Enviro Med Services	VENDOR CODE :	29310
Contractor Address	P.O. Box 171 Meriden,Ct.06450 470 Murdck Avenue		
CONTRACT No.:	21549-1-2	CHANGE ORDER No:	1
PROJECT NAME	On Call Enviromental Testing		Change Order Date
CONTRACT START DATE:	July 1,2018		
CONTRACT END DATE: Prior to CO	June 30, 2019		
FUNDING SOURCE OF CONTRACT:	3C17-1799-58101, 3C19-1989-58101	C A P O No.:	70190050-00
FUNDING SOURCE OF C. O. :	3C19-1983-58101= \$24,568.27 3C17-1793-58700=\$25016.813C19-1984-58700=\$11,905.09 3C17-17EE-58101=\$4,087.33	C A P O No.:	
COMPANY HOLDING PERFORMANCE BOND:			
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$50,000.00	ORIGINAL AMOUNT:	\$50,000.00
AMOUNT OF THIS CHANGE ORDER	\$65,577.50	ACTUAL	<input checked="" type="checkbox"/> ESTIMATE
CONTRACT AMOUNT, INCLUDING THIS C.O.	\$115,577.500	INCREASE	<input checked="" type="checkbox"/> DECREASE

ALL OTHER TERMS AND CONDITIONS OF ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.

CONTRACTOR'S SIGNATURE:		DATE:
TITLE:		

FOR USE BY CITY ONLY

CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN

REQUESTING AGENCY:

DEPARTMENT HEAD:	DATE:	PURCHASING AGENT:	DATE:
Department Contact:	Tel:		

OFFICE OF CORPORATION COUNSEL: - APPROVED TO CORRECTNESS AND FORM.	DATE:	CHIEF ADMINISTRATIVE OFFICE	DATE:
--	-------	-----------------------------	-------

CONTROLLER: - CERTIFIED AS TO SUFFICIENCY OF
APPROPRIATION OR AVAILABILITY OF FUNDS

DATE:

ACCOUNTS PAYABLE

DATE:

**CITY OF NEW HAVEN
CONTRACT CHANGE ORDER
PROVIDE CHANGE ORDER HISTORY FOR THIS CONTRACT**

#21549-1-2

PREVIOUS CHANGE ORDERS: NUMBERS, DATES, & AMOUNTS	AMOUNT INCREASE	AMOUNT (DECREASE)
Mandated Radon 5 year testing district width .Indoor air quality control		
SUB TOTALS		
NET INCREASE / (DECREASE)		

THIS CHANGE ORDER'S ITEMS	AMOUNT INCREASE	AMOUNT (DECREASE)
Change Order #1 For repairs of custodial equipment district wide floor auto scrubbers, burnishers,swing machines, wet dry vacuums, power washers, back pack vacuums, upright vacuums, floor machines,. Time critical repairs needed for summer cleaning projects.	\$65,577.50	
SUB TOTALS	\$65,577.50	
NET INCREASE / (DECREASE)	\$65,577.50	

THE CONTRACT TIME WILL BE UNCHANGED, OR WILL BE INCREASED DECREASED BY DAYS.

- A memo to the City's Change Order Committee explaining the background and need for a Change Order should be submitted prior to the submittal of the present document.
- The Committee must have reviewed and approved the memo prior to preparation of this Change Order.
- A copy of the approved memo must be appended hereto.

PLEASE ANSWER THE FOLLOWING QUESTIONS :

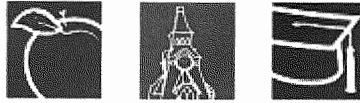
1.)	Is this Change Order a final close-out of the Contract ?	YES		NO	X
2.)	Has the cost of this contract been increased from the original amount ?	YES	X	NO	
	(If the answer to #2 above is 'yes', what is the total percentage increase over the original contract, including the current request ?)	76%			
3.)	Is any part of this Change Order outside of the scope of the original bid documents ?	YES		NO	X
4.)	Has any of the work described in this Change Order been ordered to be done ?	YES	X	NO	
5.)	Are there any unit prices or lump-sum amounts in this Change Order that were not taken from the Contractor's original bid for the project ?	YES		NO	X
	(If the answer to #5 above is yes, approved quotes and prices ,with back-up, must be appended hereto along with certification by the person who approved the reasonableness of the prices .)				

LIST OF ATTACHMENTS :

APPROVAL RECOMMENDED:

ENGINEER/ARCHITECT:	COMPANY	
TITLE:		DATE:
CITY ENGINEER'S OFFICE:		DATE:

ORIGINAL SIGNATURES ARE REQUIRED ON BOTH COPIES



NEW HAVEN PUBLIC SCHOOLS

MEMORANDUM

Joseph Barbarotta
Executive Director
Facilities Services



654 Ferry Street
New Haven, CT 06513
Tel. (475) 220-1631
Fax (203) 936-5229

To: Finance and Operations Committee

From: Joseph Barbarotta

Re: F&O Agenda Item/For Approval
Change Order #1 for On Call Custodial Equipment PO

Meeting Date: May 6, 2019

cc: John Barbarotta, Luz Perez

For consideration and approval of a Change Order #1 to PO #96591457 to Hillyard, Inc., 127 Park Avenue, Hartford, CT for On Call Custodial Equipment Repairs for the NHPS for FY 2018-19.

Original Amount of Contract:	\$75,000.00
Change Order #1	\$50,000.00
Total Amount of Contract:	\$125,000.00

Funding Source: Capital Projects
Acct. #3C19-1983-58101

Increase is needed to provide custodial equipment repairs districtwide for summer cleaning program.

CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	Hillyard Inc.	VENDOR CODE :	046675
Contractor Address	127 Park Street Hartford, CT. 06108		
CONTRACT No.:	96591457	CHANGE ORDER No:	1
PROJECT NAME	On Call Equipment Repair	Change Order Date	
PROJECT No.:			
CONTRACT START DATE:	July 1, 2018		
CONTRACT END DATE: Prior to CO	June 30, 2019		
FUNDING SOURCE OF CONTRACT:	19047400-56662	CAPO No.:	96591457
FUNDING SOURCE OF C. O. :	3C19-1983-58101	CAPO No.:	
COMPANY HOLDING PERFORMANCE BOND:			
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$75,000.00	ORIGINAL AMOUNT:	\$75,000.00
AMOUNT OF THIS CHANGE ORDER	\$50,000.00	ACTUAL	<input checked="" type="checkbox"/> ESTIMATE
CONTRACT AMOUNT, INCLUDING THIS C.O.	\$125,000.00	INCREASE	<input checked="" type="checkbox"/> DECREASE

ALL OTHER TERMS AND CONDITIONS OF ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.

CONTRACTOR'S SIGNATURE:		DATE:
TITLE:		

FOR USE BY CITY ONLY ↓

CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN

REQUESTING AGENCY: _____

DEPARTMENT HEAD: _____	DATE: _____	PURCHASING AGENT: _____	DATE: _____
Department Contact: _____	Tel: _____		

OFFICE OF CORPORATION COUNSEL: - APPROVED TO CORRECTNESS AND FORM. _____	DATE: _____	CHIEF ADMINISTRATIVE OFFICE _____	DATE: _____
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CONTROLLER: - CERTIFIED AS TO SUFFICIENCY OF APPROPRIATION OR AVAILABILITY OF FUNDS _____	DATE: _____	ACCOUNTS PAYABLE _____	DATE: _____
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CITY OF NEW HAVEN

ORIGINAL SIGNATURES ARE REQUIRED ON BOTH COPIES

CONTRACT CHANGE ORDER
PROVIDE CHANGE ORDER HISTORY FOR THIS CONTRACT

#96591457

PREVIOUS CHANGE ORDERS: NUMBERS, DATES, & AMOUNTS	AMOUNT INCREASE	AMOUNT (DECREASE)
SUB TOTALS		
NET INCREASE / (DECREASE)		

THIS CHANGE ORDER'S ITEMS	AMOUNT INCREASE	AMOUNT (DECREASE)
Change Order #1 For repairs of custodial equipment district wide floor auto scrubbers, burnishers, swing machines, wet dry vacuums, power washers, back pack vacuums, upright vacuums, floor machines,. Time critical repairs needed for summer cleaning projects.		
SUB TOTALS	\$50,000.00	
NET INCREASE / (DECREASE)	\$50,000.00	

THE CONTRACT TIME WILL BE UNCHANGED, OR WILL BE INCREASED DECREASED BY DAYS.

- A memo to the City's Change Order Committee explaining the background and need for a Change Order should be submitted prior to the submittal of the present document.
- The Committee must have reviewed and approved the memo prior to preparation of this Change Order.
- A copy of the approved memo must be appended hereto.

PLEASE ANSWER THE FOLLOWING QUESTIONS :

1.)	Is this Change Order a final close-out of the Contract ?	YES		NO	X
2.)	Has the cost of this contract been increased from the original amount ?	YES	X	NO	
	(If the answer to #2 above is 'yes', what is the total percentage increase over the original contract, including the current request ?)	66%			
3.)	Is any part of this Change Order outside of the scope of the original bid documents ?	YES		NO	X
4.)	Has any of the work described in this Change Order been ordered to be done ?	YES	X	NO	
5.)	Are there any unit prices or lump-sum amounts in this Change Order that were not taken from the Contractor's original bid for the project ?	YES		NO	X
	(If the answer to #5 above is yes, approved quotes and prices ,with back-up, must be appended hereto along with certification by the person who approved the reasonableness of the prices .)				

LIST OF ATTACHMENTS :

APPROVAL RECOMMENDED:

ENGINEER/ARCHITECT:	COMPANY	
TITLE:		DATE:
CITY ENGINEER'S OFFICE:		DATE:

ORIGINAL SIGNATURES ARE REQUIRED ON BOTH COPIES