

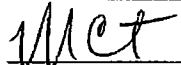

STATE OF CONNECTICUT  
OFFICE OF EARLY CHILDHOOD

CONTRACT AMENDMENT

**Contractor:** Childcare Education Institute  
**Contractor Address:** 3059 Peachtree Industrial Boulevard, Duluth, GA 30097  
**Contract Number:** 16OECCCQP1CEI  
**Amendment Number:** A2  
**Amount as Amended:** \$2,900,114.00  
**Contract Term as Amended:** 7/1/2016 – 6/30/2021

The contract between **Childcare Education Institute** (*the "Contractor"*) and the Office of Early Childhood (*the "Agency"*), which was last executed by the parties on effective date: 7/1/16 and last amended on 6/29/17, is hereby further amended as follows:

1. The term of the contract is extended for an additional three years and the end date of the contract is changed from 6/30/18 to 6/30/21.
2. Part I, Section E.1.a on Page 4 of the contract, as previously amended on page 1 of Amendment 1, is further amended to **increase** the total maximum amount payable under this contract by **\$2,240,000.00** from **\$660,114.00** to **\$2,900,114.00**. The increase amount shall be allocated to fund service provision as follows:
  - a. \$200,000.00 shall be used during SFY18; and
  - b. \$680,000.00 per SFY shall be used during SFY19, SFY20, and SFY21.
3. Effective 7/1/18, the original contract is amended as follows:
  - a. The following sections are appended to Part I, Section C.1. of the original contract:
    - f. The Contractor will work with OEC Registry staff to plan, develop and operationalize an updated system in both look and functionality for all current uses, including but not limited to ensure completion of the following items:
      - i. Develop an updated secure login module including the ability for account holder to reset both login and password on their own;
      - ii. Continue to test Registry compatibility with Apple products;
      - iii. Develop smartphone functionality for a minimum of individual's account creation and renewal, and employment change;
      - iv. Continue work on the document management system, to include the following functionalities:
        - a. Ability for account holders to upload documents to account, including inputting to standardized naming protocol by document type, and to disallow items not for system use

  
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- b. Processing for Registry staff to review unverified documents, move to verified
  - c. Ability to sort and search documents within participant accounts
  - d. Ability for manager to direct work: set which document types go to which staffer, move items for case management
  - e. Ability for system deletion of expired credentials, with notation of deletion details in account notes.
- v. CCDF Reporting: ensure all data linkages to upload relevant data and generate compliance reports as specified by the OEC. This includes the building of an internal bridge for online subscription use;
  - vi. Modifications to applications i.e. Head Teacher and ECTC, including logic to require documentation already in applicant's account prior to application submission;
  - vii. Revise technical assistance provider module: online application, processing queue, public search functions;
  - viii. Multiple employers: function allows one account holder to identify working for multiple early childhood programs (see ix. below) and allows administrative access staff at each of those identified programs to confirm their relative data but not view data of the other job;
  - ix. Scheduling function: quality assurance and fraud prevention measure, this function requires a reaching staff member to enter a work schedule specific to an identified classroom; automatically disallows an individual from working in two classrooms simultaneously; automatically disallows an individual with confirmed employment in multiple programs (see viii. above) from having simultaneous hours;
  - x. Revised career ladder and all logic associated; relevant reports;
  - xi. Access manager: ability to assign an OEC staffer / other to varying internal read and/or write access levels for a variety of differing modules;
  - xii. Embedded communication system:
    - a. Ability to create template email bank
    - b. Ability to customize template emails
    - c. Create program email log for emails to the administrative access staff on file for the program
    - d. Update email communication system to allow cc of email going to an individual to the administrative access staff on file for the program where the account holder has confirmed employment; cc drops into program email log (in addition to the current practice of email drop into account holder's communication log);
  - xiii. Ad hoc report generator;
  - xiv. System text control at manager level (edit / add / modify);
  - xv. Resource document control at manager level (delete / add / replace);
  - xvi. Vendor portal modifications, i.e. add-on feed with CORE to track payments; and
  - xvii. Quality assurance manager module: track volume and quality controls (error rates, etc.) for Registry staff; system pulls established % of specified items for audit functions for manager to review, track outcomes.
- b. Part I, Section E.2.c is deleted and the following section is substituted in lieu thereof:
    - c. The Contractor shall bill OEC on a monthly basis for RegistryOne changes, revisions, and customizations at a current rate of \$140/hour. This rate shall be subject to change on an annual basis, with 90 calendar days advance notice to OEC. The Contractor shall provide OEC with estimates for projects not listed herein and bill OEC based on actual time spent on project activities.

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4. The following sections are appended to Part II, Section D:

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.

5. Part II, Sections D.3 and D.4 are deleted in their entireties, and the following is substituted in lieu thereof:

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3. **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 Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

- b.
  - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
  - (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
  - (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (4) the Contractor agrees to comply with each provision of this Section and 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 (h) 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 § 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 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.
4. **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.

6. 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.

Original Contract  
 Amendment  
(For Internal Use Only)

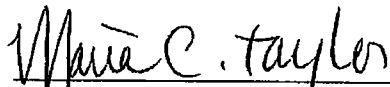
IN WITNESS WHEREOF, the parties have executed this Contract amendment by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

### SIGNATURES AND APPROVALS

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

#### CONTRACTOR - CHILDCARE EDUCATION INSTITUTE

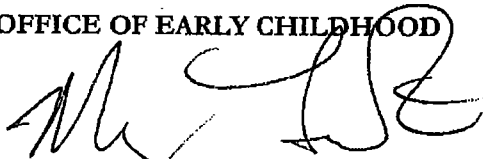


MARIA C. TAYLOR, *President and CEO*

6,14,18

Date

#### OFFICE OF EARLY CHILDHOOD

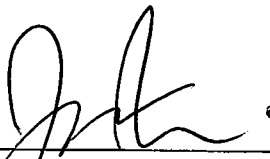


DAVID WILKINSON, *Commissioner*

6,19,18

Date

#### CONNECTICUT ATTORNEY GENERAL



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

Joseph Rubin

6,27,18

Date