



PSA

Original Contract Number:	155UHA-CTF-02/12DSS8302ZB
Maximum Contract Value:	\$900,000.00
Contractor Contact Person:	Marcia Hughes Tel: (860) 768-4815
DSS Contact - Contract:	Andrea Alexander Tel: (860) 424-5780
Program:	Karen Foley-Schain Tel: (860) 424-5623

**STATE OF CONNECTICUT  
PERSONAL SERVICE AGREEMENT  
("PSA", "Contract" and/or "contract")  
Revised February 2010**

The State of Connecticut DEPARTMENT OF SOCIAL SERVICES  
 Street: 25 SIGOURNEY STREET  
 City: HARTFORD State: CT Zip: 06106  
 Tel#: (800) 842-1508 ("Agency" and/or "Department"), hereby enters into a Contract with:

Contractor's Name: UNIVERSITY OF HARTFORD - CENTER FOR SOCIAL RESEARCH  
 Street: 200 BLOOMFIELD AVENUE  
 City: WEST HARTFORD State: CT Zip: 06117  
 Tel#: 8607684815 FEIN/SS#: 060731360 CSR

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

<b>Contract Term</b>	This Contract is in effect from <b>07/01/12</b> through <b>06/30/15</b> .
<b>Statutory Authority</b>	The Agency is authorized to enter into this Contract pursuant to § 4-8, 4-98 as applicable, and 17b-3 of the Connecticut General Statutes ("C.G.S").
<b>Set-Aside Status</b>	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
<b>Effective Date</b>	This Contract shall become effective only as of the date of signature by the Agency's authorized official(s) and, where applicable, the date of approval by the Office of the Attorney General ("OAG"). Upon such execution, this Contract shall be deemed effective for the entire term specified above.
<b>Contract Amendment</b>	This Contract may be amended only by means of a written instrument signed by the Agency, the Contractor, and, if required, the OAG.

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

<b>If to the Agency:</b>	<b>STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES 25 SIGOURNEY STREET HARTFORD, CT 06106</b>	<b>If to the Contractor:</b>	<b>University of Hartford - Center for Social Research 200 Bloomfield Avenue West Hartford, CT 06117</b>
	Attention: Andrea Alexander		Attention: Marcia Hughes

A party may modify the addressee or address for Notices by providing 10 days' prior written Notice to the other party. No formal amendment is required.

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

The Contractor shall provide the following specific services for the Children's Trust Fund program(s) and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget.

### **A. FEDERAL REQUIREMENTS.**

#### **1. Funding Identification** Federal funding has been provided for this contract as follows:

CFDA (Catalog of Federal Domestic Assistance) Title:	<b>Title II of the Child Abuse Prevention and Treatment Act</b>
CFDA Number:	<b>93.590</b>
Award Name:	<b>Community- Based Child Abuse Prevention Grant</b>
Award Year:	<b>2011</b>
Research and Design:	<b>No</b>
Name of Federal Agency Awarding:	<b>Administration For Children and Families</b>

#### **2. Lobbying.**

- a. No Federally appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

### **B. DESCRIPTION OF SERVICES**

#### **1. Nurturing Families Network (NFN) Program**

- a. The Nurturing Families Network Program (hereinafter referred to as "NFN Program") provides a system of continuous care to promote positive parenting and reduce the incidence of child abuse and neglect. The mission of the NFN Program is to work in partnership with first-time parents facing the challenges of parenthood by enhancing their strengths, providing education, and creating community connections. The NFN Program has three primary components – Nurturing Connections, Nurturing Parenting Groups, and Intensive Home Visiting. Nurturing Connections conducts universal screening of all pregnant and first-time parents. Parents determined to be at lower risk of being abusive or neglectful are contacted by telephone and offered support, educational materials, and referral information to other community services. High-risk families are enrolled in Intensive Home Visiting, which provides weekly

home visitation and case management services. Nurturing Parenting Groups are community-based parenting education and support groups for families at various risk levels.

- b. The Contractor shall perform the following activities to conduct quarterly quality assurance monitoring of the NFN Program and adhere to the following terms and conditions:
- i. Establish and maintain protocols for data collection, administration of standardized instruments agreed upon by the Contractor and the Department, and data entry into the Children's Trust Fund Data System (CTFDS) for all community-based program sites and all program components.
  - ii. Coordinate with CTF and community-based program sites to receive monthly data exports from the CTFDS and convert to SPSS format for data analysis.
  - iii. Analyze data and prepare quarterly and annual statistical reports on program performance including but not limited to community-based program site ratings of research compliance.
  - iv. Conduct community-based program site visits.
  - v. Provide training and technical assistance for CTF and community-based program site staff on research methodology and procedures and data collection, analysis, and application.
  - vi. Actively participate on the Continuous Quality Improvement Team and Research Committees.
  - vii. Prepare and deliver presentations to multiple stakeholders and participate in decision-making to improve program implementation and effects and to inform program and policy development
  - viii. Prepare special analyses and reports on request.
- c. The Contractor shall perform the following activities to conduct an annual outcome evaluation of the NFN Program and adhere to the following terms and conditions:
- i. Establish and maintain protocols for data collection, administration of standardized instruments agreed upon by the Contractor and the Department, and data entry into the Children's Trust Fund Data System (CTFDS) for all community-based program sites and all program components.
  - ii. Coordinate with CTF and community-based program sites to receive monthly data exports from the CTFDS and convert to SPSS format for data analysis.
  - iii. Analyze data and prepare annual narrative and statistical reports on program performance.
  - iv. Prepare midyear and annual reports to the state legislature and other parties on the establishment, implementation, and progress of the program using Results Based Accountability (RBA), particularly as it relates to Connecticut state agencies and the Connecticut General Assembly.
  - v. Work with CTF to extract data from the Department of Children and Families database to enhance research efforts.
  - vi. Conduct community-based program site visits.
  - vii. Provide training and technical assistance for CTF and community-based program site staff on research methodology and procedures and data collection, analysis, and application.
  - viii. Actively participate on the Continuous Quality Improvement Team and Research Committees.

- ix. Prepare and deliver presentations to multiple stakeholders and participate in decision-making to improve program implementation and effects and to inform program and policy development
- x. Prepare special analyses and reports on request.
- xi. Collect data that will be used to determine Medicaid reimbursement in accordance with the policies, procedures, and timetable provided by the Department.
- d. The Contractor shall conduct an implementation evaluation of intensive home visiting services for fathers and other men who are significant in the lives of children participating in the NFN Program.
- e. The Contractor shall conduct a child outcome and process evaluation of the NFN Program.

## 2. Family School Connection (FSC) Program

- a. The Family School Connection Program (hereinafter referred to as "FSC Program") provides home visitation and support services for families of children who have been identified as having truancy, academic, and/or behavioral issues as these are indicators of educational neglect in the home. The goals of the FSC Program are to improve parenting skills and help families become more involved with their children's educational experiences.
- b. The Contractor shall perform the following activities to conduct an annual outcome evaluation of the FSC Program and adhere to the following terms and conditions:
  - i. Establish and maintain protocols for data collection, administration of standardized instruments agreed upon by the Contractor and the Department, and data entry into the Children's Trust Fund Data System (CTFDS) for all community-based program sites.
  - ii. Coordinate with CTF staff and community-based program sites to receive monthly data exports from the CTFDS and convert to SPSS format for data analysis.
  - iii. Analyze data and prepare quarterly and annual narrative and statistical reports on program performance.
  - iv. Prepare midyear and annual reports to the state legislature and other parties on the establishment, implementation, and progress of the program using Results Based Accountability (RBA), particularly as it relates to Connecticut state agencies and the Connecticut General Assembly.
  - v. Conduct community-based program site visits.
  - vi. Provide training and technical assistance for CTF and community-based program site staff on research methodology and procedures and data collection, analysis, and application.
  - vii. Actively participate on the Continuous Quality Improvement Team and Research Committees.
  - viii. Prepare and deliver presentations to multiple stakeholders and participate in decision-making to improve program implementation and effects and to inform program and policy development
  - ix. Prepare special analyses and reports on request.

### 3. Help Me Grow (HMG) Program

- a. The Help Me Grow Program (hereinafter referred to as "HMG Program") is a comprehensive, statewide, coordinated system of early identification and referral for children at risk for developmental or behavioral problems. Families, pediatricians, and other providers are given information and training in how to recognize the early signs of developmental problems and how to contact the HMG Program when they have a concern or need help.
- b. The Contractor shall perform the following activities to conduct an annual outcome evaluation of the HMG Program utilizing data from the Child Development Infoline (CDI) data system and adhere to the following terms and conditions:
  - i. Coordinate with CTF and CDI staff to receive annual data exports from the CDI data system and convert to SPSS format for data analysis.
  - ii. Analyze data and prepare annual narrative and statistical reports on program performance.
  - iii. Prepare midyear and annual reports to the state legislature and other parties on the establishment, implementation, and progress of the program using Results Based Accountability (RBA), particularly as it relates to Connecticut state agencies and the Connecticut General Assembly.
  - iv. Provide training and technical assistance for CTF and CDI staff on research methodology and procedures and data collection, analysis, and application.
  - v. Actively participate on the Continuous Quality Improvement Team and Research Committees.
  - vi. Prepare and deliver presentations to multiple stakeholders and participate in decision-making to improve program implementation and effects and to inform program and policy development
  - vii. Prepare special analyses and reports on request.

### 4. Healthy Start Program (HSP)

- a. The Healthy Start Program (hereinafter referred to as "HSP") provides focused health-related case management, care coordination, and HUSKY A application assistance services to eligible pregnant women in the Contractor's service delivery area. The overall goal of this initiative is to improve birth outcomes by reducing the rate of infant mortality, morbidity, and low birth-weight by ensuring access to and the utilization of prenatal/postpartum care services by eligible pregnant women through Connecticut's HUSKY A health coverage program to promote and protect the health of both mother and baby.
- b. The Contractor shall perform the following activities to conduct an annual outcome evaluation of the HSP and adhere to the following terms and conditions:
  - i. Establish and maintain protocols for data collection, administration of standardized instruments agreed upon by the Contractor and the Department, and data entry into the Children's Trust Fund Data System (CTFDS) for all community-based program sites.
  - ii. Coordinate with CTF staff and community-based program sites to receive monthly data exports from the CTFDS and convert to SPSS format for data analysis.

- iii. Analyze data and prepare annual narrative and statistical reports on program performance.
- iv. Prepare midyear and annual reports to the state legislature and other parties on the establishment, implementation, and progress of the program using Results Based Accountability (RBA), particularly as it relates to Connecticut state agencies and the Connecticut General Assembly.
- v. Conduct community-based program site visits.
- vi. Provide training and technical assistance for CTF and community-based program site staff on research methodology and procedures and data collection, analysis, and application.
- vii. Actively participate on the Continuous Quality Improvement Team and Research Committees.
- viii. Prepare and deliver presentations to multiple stakeholders and participate in decision-making to improve program implementation and effects and to inform program and policy development
- ix. Prepare special analyses and reports on request.
- x. Collect data that will be used to determine Medicaid reimbursement in accordance with the policies, procedures, and timetable provided by the Department.

### C. PROGRAM ADMINISTRATION

1. Throughout the term of this contract, the Contractor and/or its subcontractors will staff the Program with the following positions:
  - One (1) part-time (14 hours per week) Principal Investigator (Year 1)
  - One (1) full-time (40 hours per week) Principal Investigator (Years 2 and 3)
  - One (1) full-time (40 hours per week) Project Manager
  - One (1) full-time (40 hours per week) Field Researcher
  - One (1) full-time (40 hours per week) Project Coordinator (Year 1)
  - One (1) half-time (20 hours per week) Project Coordinator
  - Research Assistant(s) and Advising Faculty as needed
  - One (1) half-time (20 hours per week) Office Coordinator
2. The Contractor's administrative office is located at 200 Bloomfield Avenue, West Hartford, Connecticut.
3. The Contractor agrees to develop and maintain policies relative to personnel. Said personnel policies shall be maintained at the Contractor's location in the Contractor's files and be made available to the Department as requested by the Department, its representatives and its agents. The Contractor further agrees to submit a copy of its personnel policies to the Department, if requested, within 10 days of receipt of such request.
6. The Contractor shall submit resumes for all Program staff including new hires to the Department's program representative located at Department of Social Services, Children's Trust Fund Division, 25 Sigourney Street, Hartford, CT 06106.
7. The Contractor shall seek prior approval from the Department before making any changes to the research and evaluation design including but not limited to research instruments and tools.
8. The Contractor shall follow the work plan including timetable and staffing plan approved annually by the Department.

9. The Contractor shall seek prior approval from the Department before publishing, duplicating, using or disclosing any data developed and/or obtained in the performance of the services hereunder in any manner. 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.

#### **D. PROGRAM EVALUATION**

1. The Contractor's Board of Directors agrees to conduct an annual self-assessment by monitoring the services provided under this contract to assess goals, progress, and effectiveness and will make a report with recommendations to the Contractor's administrative and program staff. The Program evaluation report will be made available to the Department's Program representative at the time of the annual Department on-site review.
2. The Contractor agrees to participate in any evaluation program as constructed and/or endorsed by the Department.

#### **E. QUALITY ASSURANCE COMPLIANCE**

1. The Contractor agrees to comply with any and all applicable regulations adopted by the Department or other departments pursuant to the services provided under this contract and, as applicable, require that all pertinent subcontractors comply as well.
2. The performance of the Contractor, and any applicable subcontractors, shall be reviewed and evaluated at least annually by Department staff. Such reviews and evaluations may be performed by examination of documents and reports, and a meeting(s) with Contractor staff and/or Board members.
3. The Contractor agrees to follow the policies and procedures recommended by the Continuous Quality Improvement (CQI) Team and approved by the Department.

#### **G. SUBCONTRACTED SERVICES:**

1.
  - a. If following the execution and approval of this contract, the Contractor has identified subcontractors for which it would like to retain, then the Contractor may propose the use of subcontractors not specified herein. The Contractor must request and obtain prior written approval from the Department before finalizing any subcontract arrangement.
  - b. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; and (4) provide assurances to the Department that the proposed subcontract contains the terms specified in subsection 2 below.



2. Each and any subcontract must contain terms that shall require the subcontractor to adhere to the requirements of Part II, including but not limited to:
  - a. Contractor Obligations (Section B) – related to the following topics:
    - Federal Funds,
    - Annual Financial Audit; Audit and Inspection of Plant and Places of Business, and Records,
    - Related Party Transactions,
    - Suspension or Debarment,
    - Independent Capacity of Contactor,
    - Sovereign Immunity;
    - Indemnification, Insurance,
    - Choice of Law/Choice of Forum; Settlement of Disputes; Claims Against the State,
    - Litigation,
    - Representations and Warranties, and
    - Protection of Confidential Information.
  - c. Changes To The Contract, Termination, Cancellation and Expiration (Section C) – specifically Contractor Changes and Assignment; and
  - d. Statutory and Regulatory Compliance (Section D).
3. The Contractor agrees to be responsible to the Department for the performance of any subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall bear full responsibility, without recourse to the Department for their performance.
4. The Contractor shall retain the Department's written approval and each subcontract in the contract file.
5. Absent compliance with this section, no Contractor Party expense related to the use of a subcontractor will be paid or reimbursed by the Department unless the Department, in its sole discretion, waives compliance with the requirements of this section. In order to be effective, any waiver of the requirements of this section must be in writing and signed by the Agency Head or such other Department employee appointed by the Agency Head pursuant to Section 4 – 8 of the Connecticut General Statutes. The Department, in its discretion, may limit or condition any waiver of these requirements as it deems appropriate, including, for example, by limiting the dollar amount of any waiver, requiring proof that the subcontractor provided services under the contract, by requiring that any federal requirements under any federal grant program are satisfied, and/or requiring proof that the Contractor utilize the funds paid under the contract to promptly pay the subcontractor for services rendered.

#### H. PROGRAMMATIC/STATISTICAL REPORTING

1. The Contractor shall submit **Program Status Reports** in a format agreed upon by the Contractor and the Department no later than 30 calendar days following the end of each six-month period to the Department's program representative located at Department of Social Services, Children's Trust Fund Division, 25 Sigourney Street, Hartford, CT 06106. The final report shall be submitted no later than 60 days following the end of the entire contract period.
2. The Contractor shall ensure that community-based program sites provide all requested information and documentation to the Contractor in accordance with a time schedule provided by the Department. The Contractor agrees that program participants will be assigned a number and that number, without any identifying participant information, will be provided to the Contractor.

## I. FINANCIAL REPORTING

1. The Contractor will submit to the Department fiscal reports on the Department's DSS-304 and DSS-305 forms on or before January 31 and July 31 of each year during the contract period.
2. The Contractor will submit such required financial reports to the Department's Program representative located at Department of Social Services, Children's Trust Fund Division, 25 Sigourney Street, Hartford, CT 06106.
3. **Interest:** Any interest earned by the Contractor as a result of payments authorized by the Department shall be reported to the Department by the Contractor on the next Financial Report submitted after that interest income is earned. The Contractor agrees to follow the Department's direction as to the disposition of such interest income.

## J. BUDGET AND PAYMENT PROVISIONS

1. The Department agrees to pay for the services provided and as described under this contract up to a maximum amount not to exceed **\$899,742 for the entire contract period July 1, 2012 through June 30, 2015.**
2. The Contractor agrees to utilize Department funds in accordance with the budget contained herein.
3. The Contractor will submit to the Department written requests for payment on a quarterly basis on DSS W-1270 Forms to the Department's Program representative located at Department of Social Services, Children's Trust Fund Division, 25 Sigourney Street, Hartford, CT 06106. Requests for payment will be reviewed by Department staff and if approved funds will be released based on submission by the Contractor of financial reports; the availability of funds; and the Contractor's satisfactory compliance with the terms of the contract.
4. When the Department's review of any financial report or on-site examination of the Contractor's financial records indicate that under expenditure or under utilization of contract funds is likely to occur by the end of the contract period, the Department may, with advance notice to the Contractor, alter the payment schedule for the balance of the contract period.
5. **Surplus/Excess Payments:** In the event the Department has advanced funds to the Contractor or overpaid the Contractor, the Contractor shall at the end of the contract period, or earlier if the contract is terminated, return to the Department in full any unexpended funds within 30 calendar days; or such unexpended funds may, at the discretion of the Commissioner of the Department, be carried over and used as part of a new contract period if a new similar contract is executed.

## K. BUDGET VARIANCE

1. The Contractor may transfer funds from one category to another (except for equipment) in the agreed upon and approved budget for a single component without prior notification to the Department under the following conditions:
  - a. The amount by which a single category except for salaries or wages may be increased may not exceed 20% of the approved amount. This applies only to category amounts in the formally approved budget and subsequently approved budget revisions. Budget flexibility is to be applied to each component separately and is not to be computed on the composite budget items;
  - b. The Contractor may vary an individual salary or wage by no more than 15% of the approved amount;

- c. The number of people or the percentage of time charged to a job classification may be increased, provided this does not exceed the flexibility cited above; and/or
- d. The Contractor may not make any transfer under this procedure which involves any of the categories or kinds of expenditures specifically listed below.

All such transfers shall be reflected on the next submitted financial report.

2. The Department requires the following changes in approved program budgets to have prior written Department approval by a formal budget revision:
  - a. The purchase of an item of equipment not approved in the original budget;
  - b. A transfer which involves an increase of an approved category amount by more than 20%;
  - c. A transfer which involves an increase in salary or wages by more than 15%;
  - d. Any increase in compensation for services under a third party contract;
  - e. Any transfer of funds from one component to another; and/or
  - f. Any transfer of budgeted program income or food reimbursement.

The Department will respond to a properly executed request within 45 calendar days of receipt.

3. No budget revisions proposed by the Contractor may be submitted later than 45 calendar days before the contract has ended, except that the Department may entertain, at any time, a budget revision for the purpose of increasing funds for the audit of the program. The final financial report will show all category overruns. Costs incurred after the end of the budget period shall be disallowed except where the Department has expressly approved in writing and in advance.

**L. PROCEDURE FOR TERMINATION.** In addition to the sections in Part II of this contract, upon delivery to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the Notice of Termination;
2. If the Department so directs, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination or assign to the Department in the manner and to the extent directed by the Department all of the right, title, and interest of the Contractor under the subcontracts not so terminated, in which case the Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts;
3. Complete the performance of the work that has not been terminated by the Notice of Termination; and
4. Be entitled to payment for services agreed upon by the parties and rendered to the Department's satisfaction through the effective date of termination.

**M. MISCELLANEOUS PROVISIONS**

1. **Audit Exceptions.** In addition to and not in any way in limitation of any other obligation of this Contract, it is understood and agreed by the Contractor that it shall be held liable for any State or Federal audit exceptions and shall return to the Department all payments made pursuant to this Contract to which exception has been taken or which have been disallowed because of such an exception.

2. **Severability.** If any section of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that section. The remainder of this contract shall be enforced to the fullest extent permitted by law.
3. **Transport of Clients:** In the event that the Contractor or any of its employees or subcontractors shall, for any reason, transport a client of DSS, the Contractor hereby agrees to the following:
  - a. The contractor shall require that its employees, subcontracted transportation providers, drivers, and vehicles meet licensure or certification requirements established by the State of Connecticut Department of Transportation (DOT) and the State of Connecticut Department of Motor Vehicles (DMV) that transport, or have the potential to transport, clients; and

All vehicles utilized shall be appropriately licensed, certified, permitted, and insured.

## BUDGET

July 1, 2012 to June 30, 2013 (Year 1)

Contract Amount	Requested	Adjustments	Approved
			\$ 299,996.00
<i>For Amendments Only</i>			
Previously Approved Contract Amount			
Amount of Amendment			\$

Line #	Item	Subcategory (a)	Line Item Total (b)	Adjustments (c)	Revised Total (d)
1	<b>UNIT RATE</b>				
	1a. Bed Days				
	1b. Client Advocate				
	1c. Security Deposit				
	1d. Other Unit Rate Costs				
	<b>TOTAL UNIT RATE</b>				
2	<b>CONTRACTUAL SERVICES</b>				
	2a. Accounting				
	2b. Legal				
	2c. Independent Audit				
	2d. Other Contractual Services				
	<b>TOTAL CONTRACTUAL SERVICES</b>				
3	<b>ADMINISTRATION</b>				
	3a. Admin. Salaries	16,000.00			
	3b. Admin. Fringe Benefits	1332.80			
	3c. Admin. Overhead	27,272.36			
	<b>TOTAL ADMINISTRATION</b>		44,605.16		
4	<b>DIRECT PROGRAM STAFF</b>				
	4a. Program Salaries	186,420.00			
	4b. Program Fringe Benefits	43,920.78			
	<b>TOTAL DIRECT PROGRAM</b>		230,340.78		
5	<b>OTHER COSTS</b>				
	5a. Program Rent				
	5b. Consumable Supplies	11,650.00			
	5c. Travel & Transportation	10,000.00			
	5d. Utilities	2,775.00			
	5e. Repairs & Maintenance				
	5f. Insurance				
	5g. Food & Related Costs	225.00			
	5h. Other Project Expenses	400.00			
	<b>TOTAL OTHER COSTS</b>		25,050.00		
6	<b>EQUIPMENT</b>				
7	<b>PROGRAM INCOME</b>				
	7a. Fees				
	7b. Other Income				
	<b>TOTAL PROGRAM INCOME</b>				
8	<b>TOTAL NET PROGRAM COST</b>	299,996.00	299,996.00		

July 1, 2013 to June 30, 2014 (Year 2)

<b>Contract Amount</b>	<b>Requested</b>	<b>Adjustments</b>	<b>Approved</b>
			\$ 299,956.00
<b>For Amendments Only</b>			
<b>Previously Approved Contract Amount</b>			
			\$
<b>Amount of Amendment</b>			

<i>Line #</i>	<i>Item</i>	<b>Subcategory (a)</b>	<b>Line Item Total (b)</b>	<b>Adjustments (c)</b>	<b>Revised Total (d)</b>
<b>1</b>	<b><u>UNIT RATE</u></b>				
	1a. Bed Days				
	1b. Client Advocate				
	1c. Security Deposit				
	1d. Other Unit Rate Costs				
	<b>TOTAL UNIT RATE</b>				
<b>2</b>	<b><u>CONTRACTUAL SERVICES</u></b>				
	2a. Accounting				
	2b. Legal				
	2c. Independent Audit				
	2d. Other Contractual Services	1,500.00			
	<b>TOTAL CONTRACTUAL SERVICES</b>		1,500.00		
<b>3</b>	<b><u>ADMINISTRATION</u></b>				
	3a. Admin. Salaries	16,320.00			
	3b. Admin. Fringe Benefits	1,359.46			
	3c. Admin. Overhead	27,268.68			
	<b>TOTAL ADMINISTRATION</b>		44,948.14		
<b>4</b>	<b><u>DIRECT PROGRAM STAFF</u></b>				
	4a. Program Salaries	180,480.00			
	4b. Program Fringe Benefits	52,752.39			
	<b>TOTAL DIRECT PROGRAM</b>		233,232.39		
<b>5</b>	<b><u>OTHER COSTS</u></b>				
	5a. Program Rent				
	5b. Consumable Supplies	9,050.00			
	5c. Travel & Transportation	8,000.00			
	5d. Utilities	2,000.00			
	5e. Repairs & Maintenance				
	5f. Insurance				
	5g. Food & Related Costs	225.00			
	5h. Other Project Expenses	1,000.00			
	<b>TOTAL OTHER COSTS</b>		20,275.00		
<b>6</b>	<b><u>EQUIPMENT</u></b>				
<b>7</b>	<b><u>PROGRAM INCOME</u></b>				
	7a. Fees				
	7b. Other Income				
	<b>TOTAL PROGRAM INCOME</b>				
<b>8</b>	<b><u>TOTAL NET PROGRAM COST</u></b>	299,956.00	299,956.00		

July 1, 2014 to June 30, 2015 (Year 3)

<b>Contract Amount</b>	<b>Requested</b>	<b>Adjustments</b>	<b>Approved</b>
			\$ 299,790.00
<i>For Amendments Only</i>			
<b>Previously Approved Contract Amount</b>			
<b>Amount of Amendment</b>			\$

<i>Line #</i>	<i>Item</i>	<b>Subcategory (a)</b>	<b>Line Item Total (b)</b>	<b>Adjustments (c)</b>	<b>Revised Total (d)</b>
1	<b><u>UNIT RATE</u></b>				
	1a. Bed Days				
	1b. Client Advocate				
	1c. Security Deposit				
	1d. Other Unit Rate Costs				
	<b>TOTAL UNIT RATE</b>				
2	<b><u>CONTRACTUAL SERVICES</u></b>				
	2a. Accounting				
	2b. Legal				
	2c. Independent Audit				
	2d. Other Contractual Services	1,500.00			
	<b>TOTAL CONTRACTUAL SERVICES</b>		1,500.00		
3	<b><u>ADMINISTRATION</u></b>				
	3a. Admin. Salaries	16,646.00			
	3b. Admin. Fringe Benefits	1,386.61			
	3c. Admin. Overhead	27,253.57			
	<b>TOTAL ADMINISTRATION</b>		45,286.18		
4	<b><u>DIRECT PROGRAM STAFF</u></b>				
	4a. Program Salaries	180,449.00			
	4b. Program Fringe Benefits	53,504.12			
	<b>TOTAL DIRECT PROGRAM</b>		233,953.12		
5	<b><u>OTHER COSTS</u></b>				
	5a. Program Rent				
	5b. Consumable Supplies	9,050.00			
	5c. Travel & Transportation	6,015.00			
	5d. Utilities	2,000.00			
	5e. Repairs & Maintenance				
	5f. Insurance				
	5g. Food & Related Costs	225.00			
	5h. Other Project Expenses	1,760.00			
	<b>TOTAL OTHER COSTS</b>		19,050.00		
6	<b><u>EQUIPMENT</u></b>				
7	<b><u>PROGRAM INCOME</u></b>				
	7a. Fees				
	7b. Other Income				
	<b>TOTAL PROGRAM INCOME</b>				
8	<b><u>TOTAL NET PROGRAM COST</u></b>	299,790.00	299,790.00		

## 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. **"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.
  6. **"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.
  7. **"Contract"** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
  8. **"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.
  9. **"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.

10. **"Day"** shall mean all calendar days, other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
11. **"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.
12. **"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.
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 and correspondence, kept or stored in any form.
14. **"Services"** shall mean the performance of Services as stated in Part I of this Contract.
15. **"State"** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. **"Termination"** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

**B. Contractor Obligations.**

1. **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 [insert Agency name] 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.
2. **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.
- i. 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.
  - ii. 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.

### 3. Annual Financial Audit; Audit and Inspection of Plants and Places of Business; and Records.

- a. **Financial Audit Requirements.** For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and state single audit standards as applicable.
- b. **Audits and Inspections.**
  - i. 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, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
  - ii. All audits and inspections described in sections b through h of this section shall be at the State's expense.

- iii. 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.
- iv. 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
- v. The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

**c. Records.**

- i. 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.
  - ii. 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 Agreement, or (ii) the expiration or earlier termination of this Agreement, 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.
- 4. 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.
- 5. 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.
- 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:
    - i. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
    - ii. 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;
    - iii. 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
    - iv. 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. **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.
9. **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.
10. **Sovereign Immunity.** The parties acknowledge and agree that nothing in the Solicitation or 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.
11. **Indemnification; Insurance.**
- a. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions,

articles or appliances furnished or used in the Performance.

- b. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- c. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- d. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- e. **Insurance.** The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- f. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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 Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- i. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - ii. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - iii. A process for reviewing policies and security measures at least annually;
  - iv. Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - v. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. 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.
- 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 HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

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

**1. Contract Amendment.**

- (a) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the OAG.
- (b) 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.

- (c) 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) calendar days after the Contractor receives a demand from the Agency.
- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
- (f) **Non-enforcement Not to Constitute Waiver of Breach.** 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.

**4. Ending the Contractual Relationship; Termination.**

- 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.
- b. 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 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.
- c. **Termination.**
  - i. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
  - ii. The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
  - iii. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
  - iv. Notwithstanding any provisions in this Contract, 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.
  - v. 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 immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The 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 Records. 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.
  - vi. Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of

the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

- vii. 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.
- viii. The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Part I in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- ix. For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- x. Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- xi. Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

**d. Transition after Termination or Expiration of Contract.**

- i. If this Contract is terminated for any reason 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 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.
- ii. If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract.

Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

**D. Statutory and Regulatory Compliance.**

1. **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 ("Act") 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 Act. 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 Act. As applicable, the Contractor shall comply with section 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.
2. **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.
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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- b.
- i. 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, mental retardation, 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, mental retardation, 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;
  - ii. 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;
  - iii. 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;
  - iv. 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
  - v. 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 § 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 the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 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. If Executive Orders 7C and 14 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 Department shall provide a copy of these orders to the Contractor.
  
5. **Campaign Contribution Restrictions.** For all State contracts as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's ("SEEC") notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice reproduced below:  
[http://www.ct.gov/seec/lib/seec/forms/contractor\\_reporting/\\_seec\\_form\\_11\\_notice\\_only.pdf](http://www.ct.gov/seec/lib/seec/forms/contractor_reporting/_seec_form_11_notice_only.pdf)



## 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](http://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 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) the immediate family member of 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, invited bids, quotes or other types of solicitations, through a competitive procurement process or another process authorized by law relating to 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 non 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) inducing 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.

[X] Original Contract  
[ ] Amendment # \_\_\_\_\_  
(For Internal Use Only)

### SIGNATURES AND APPROVALS

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

Documentation necessary to demonstrate the authorization to sign must be attached.

**CONTRACTOR UNIVERSITY OF HARTFORD CENTER FOR SOCIAL RESEARCH**

SHARON L. VASQUEZ, *Probst*

9/14/12  
Date

**DEPARTMENT OF SOCIAL SERVICES**

RODERICK L. BREMBY, *Commissioner*

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

**OFFICE OF THE ATTORNEY GENERAL**

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

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date



UNIVERSITY OF HARTFORD

CERTIFICATION

I, Thomas Dorer, General Counsel and Secretary of THE UNIVERSITY OF HARTFORD, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that at a meeting of the Executive Committee of the Board of Regents of the University of Hartford, held at Hartford, Connecticut, on the 26<sup>th</sup> day of August 2010, which committee has full authority under the University's by-laws to act on behalf of the Board of Regents on the matters that are the subject of this Certification when the full Board of Regents is not in session, and during which meeting the full Board of Regents was not in session and a quorum was present and acting throughout, the following was voted and ever since has been and now is in full force and effect:

**RESOLVED:** That, in accordance with the authority vested in the Board of Regents pursuant to the University Bylaws and Charter, the Board hereby grants to the Chairman, the President, the Provost, the Vice President for Finance and Administration and the Treasurer the authority to sign contracts, agreements, grant applications and amendments thereto (collectively, "Agreements") by or on behalf of the University in the administration and support of its educational programs and activities and other operations, including, without limitation, Agreements with federal, state or municipal governments or subdivisions thereof and foundations, with further authority granted to the Chairman, the President, the Provost and the Vice President for Finance and Administration to sub-delegate said authority to such other officers, employees and agents of the University as they see fit; and the Board further grants to the Secretary of the University, and in his absence the Associate Secretary or Assistant Secretary, the authority to attest to the actions enabled by this resolution.

I further certify that Sharon Vasquez is the duly appointed Provost of said University of Hartford, that her appointment carries with it all of the duties, responsibilities, and authority delegated and assigned to the position of Provost, and that her appointment is still in full force and effect and that the signature set forth below is a true and genuine specimen of her signature:

Sharon Vasquez  
Provost

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of The University of Hartford this 23<sup>rd</sup> day of November, 2010.

Thomas Dorer  
General Counsel and Secretary

# NONDISCRIMINATION CERTIFICATION

JULY 2009

Amendments to the Connecticut General Statutes Sections *4a-60(a)(1)* and *4a-60a(a)(1)* have been adopted. As a result of these amendments, the corresponding certifications have been revised as described below. Please note that the effective date of this amendment is June 30, 2009.

**Directions: Please complete one of the following forms**

- I. ***For ENTITIES (defined as corporations, limited liability companies, or partnerships) contracting with the State with contracts valued \$50,000 or more during any year of the contract period:***

***X Form C (Affidavit by Entity)*** is a certification through a sworn affidavit (it must be notarized) to be completed if the entity **already has in place** a nondiscrimination policy that complies with C.G.S. 4a-60(a)(1) and 4a-60a(a)(1) *as amended*.

***Form D (New Resolution by Entity)*** is a certification to be signed by an officer of the entity's governing body if the entity **is newly adopting by corporate/board resolution** a nondiscrimination policy that complies with C.G.S. 4a-60(a)(1) and 4a-60a(a)(1) *as amended*.



**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION – Affidavit**  
**By Entity**  
**For Contracts Valued at \$50,000 or More**

*Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*


**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

**AFFIDAVIT:**

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am **Provost of University of Hartford - Center for Social Research**, an entity duly formed and existing under the laws of the State of Connecticut. I certify that I am authorized to execute and deliver this affidavit on behalf of University of Hartford - Center for Social Research and that University of Hartford - Center for Social Research has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

  
\_\_\_\_\_  
Sharon Vasquez

Sworn and subscribed to before me on this 14 day of September, 2012.  
  
\_\_\_\_\_  
Commissioner of the Superior Court/  
Notary Public

\_\_\_\_\_  
Commission Expiration Date  
**POLLY H. KALLEN**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES NOV. 30, 2018



# STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

*Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.*

**CONTRACT: 155UHA-CTF-02 / 12DSS8302ZB**

### INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

**AFFIDAVIT:** [Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

\_\_\_\_\_  
Consultant's Name and Title

\_\_\_\_\_  
Name of Firm (if applicable)

\_\_\_\_\_  
Start Date

\_\_\_\_\_  
End Date

\_\_\_\_\_  
Cost

\_\_\_\_\_  
Description of Services Provided:  
\_\_\_\_\_  
\_\_\_\_\_

Is the consultant a former State employee or former public official?  YES  NO

If YES:

\_\_\_\_\_  
Name of Former State Agency

\_\_\_\_\_  
Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

University of Hartford - Center for Social Research

Printed Contractor Name

Sharon L. Valquez, Provost

Department of Social Services  
Awarding State Agency

Subscribed and acknowledged before me this

14<sup>th</sup> day of September 2012  
Polly H. Kallen

**POLLY H. KALLEN**  
NOTARY PUBLIC  
MY COMMISSION EXPIRES NOV. 01, 2013

# WORKFORCE ANALYSIS

Contractor Name:  
Address:

Total number of CT employees: \_\_\_\_\_  
Full-time: \_\_\_\_\_ Part-time: \_\_\_\_\_

Complete the following Workforce Analysis for employees on Connecticut work sites who are:

JOB CATEGORIES	OVERALL TOTALS (SUM OF ALL MALE & FEMALE)	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMER. INDIAN OR ALASKAN NATIVE	PEOPLE WITH DISABILITIES	
							M / F	M / F
M-MALE F-FEMALE		M / F	M / F	M / F	M / F	M / F	M / F	M / F
Officials & Managers	132	62 / 54	4 / 7	0 / 0	4 / 0	0 / 1		1
Professionals	579	274 / 244	7 / 10	5 / 7	19 / 13	0 / 1		1
Technicians	50	29 / 14	2 / 0	1 / 1	1 / 1	0 / 0		1
Sales Workers	n/a	— / —	— / —	— / —	— / —	— / —		— / —
Office & Clerical	162	14 / 124	1 / 14	0 / 4	0 / 1	0 / 0		1
Craft Workers (skilled)	34	20 / 8	4 / 0	2 / 0	0 / 0	0 / 0		1
Operative (semi-skilled)	n/a	— / —	— / —	— / —	— / —	— / —		— / —
Laborer (unskilled)	96	18 / 0	28 / 30	12 / 6	0 / 2	0 / 0		1
Service Workers	30	18 / 3	1 / 2	4 / 1	1 / 0	0 / 0		1
<b>TOTALS - ABOVE</b>	<b>1083</b>	<b>437 / 447</b>	<b>47 / 65</b>	<b>24 / 19</b>	<b>25 / 17</b>	<b>0 / 2</b>		<b>1</b>
<b>TOTALS ONE YEAR AGO</b>	<b>1130</b>	<b>453 / 480</b>	<b>51 / 68</b>	<b>23 / 14</b>	<b>24 / 15</b>	<b>0 / 2</b>		<b>1</b>
FORMAL, ON-THE-JOB TRAINEES (Enter figures for the same categories as shown above.)								
Apprentices	n/a	— / —	— / —	— / —	— / —	— / —		— / —
Trainees	n/a	— / —	— / —	— / —	— / —	— / —		— / —
EMPLOYMENT FIGURES WERE OBTAINED FROM: VISUAL CHECK; <input checked="" type="checkbox"/> EMPLOYMENT RECORDS; OTHER:								

1. Have you successfully implemented an Affirmative Action Plan? Yes  No \_\_\_  
Date of implementation 1-1-97 If the answer is "NO", explain

1a. Do you promise to develop and implement a successful Affirmative Action Plan?  
Yes \_\_\_ No \_\_\_ Not Applicable  Explanation:

2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-17 of the Connecticut Department of Labor Regulations, inclusive: Yes \_\_\_ No \_\_\_ Not Applicable  Explanation:

3. According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area? Yes  No \_\_\_ Explanation:

If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?  
Yes \_\_\_ No \_\_\_ Explanation:

As part of the Department of Correction's commitment to Affirmative Action all contractors must provide the information necessary to evaluate them as part of the contract process. The criteria are established by law.

The Department will not knowingly do business with any contractor, subcontractor, bidder, grant applicant, or supplier of materials who does not actively support this commitment.

*[Signature]*  
Contractor's Authorized Signature

8.15.02  
Date

**CONTRACT COMPLIANCE REGULATIONS**

Sec. 46a-68j-23. Obligations of Contractors

Every contractor awarded a contract subject to contract compliance requirements shall:

- 1) Comply fully with all federal and state antidiscrimination laws, and shall not discriminate or permit a discriminatory practice in such a form, in such a manner and at such a time as may be prescribed by the Commission;
- 2) Cooperate fully with the Commission;
- 3) Submit periodic reports of its employment and subcontracting practice in such a form, in such a manner and at such a time as may be prescribed by the Commission;
- 4) Provide reasonable technical assistance and training to minority business enterprises to promote the participation of such concerns in state contracts and subcontracts;
- 5) Make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises;
- 6) Maintain full and accurate support data for a period of two (2) years from the date the record is made or the date the contract compliance form is submitted, whichever is later, provided that this provision shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;
- 7) Not discharge, discipline or otherwise discriminate against any person, who has filed a complaint, testified or assisted in any proceeding with the commission;
- 8) Make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint or any matter related to a contract compliance review;
- 9) Include a provision in all subcontracts with minority business enterprise requiring that the minority business enterprise provide the commission with such information on the structure and operations as the commission finds necessary to make an informed determination as to whether the standards of Sec. 4a-60 of the Connecticut General Statutes as amended by Sec. 2 of Public Act 89-253 have been met; and
- 10) Undertake such other reasonable activities or efforts as the commission may prescribe to ensure the participation of minority business enterprises as state contractors and subcontractors.

Sec. 46a-68j-24. Utilization of minority business enterprises

Contractors shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on all projects subject to contract compliance requirements.



STATE OF CONNECTICUT - DEPARTMENT OF SOCIAL SERVICES

REQUEST FOR PAYMENT

DSS ACCOUNTS PAYABLE

Voucher #: \_\_\_\_\_ VR Processed by: \_\_\_\_\_ VR Date: \_\_\_\_\_ Voucher Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_

**PAYEE INFORMATION**

Vendor Invoice #: \_\_\_\_\_  
Vendor/Contractor Name: **University of Hartford - Center for Social Research**  
Business Address:

Purchase/Contract Type:  PO  POS  PSA  MOA/TI  BOND  
Check One:  Competitive  Non-Competitive

Spending Plan Code: **CTF**  
CORE-CT Contract #: **12DSS8302ZB**  
DSS Contract #: **155UHA-CTF-02**  
PO #: \_\_\_\_\_ Receipt # \_\_\_\_\_  
FEIN #: **060731360 CSR** Vendor # \_\_\_\_\_  
Contract Period: From: **7/1/2012** To: **6/30/2015**  
Payment Period: From: \_\_\_\_\_ To: \_\_\_\_\_  
Total Contract: **\$900,000.00**  
Previous Payments: \$ \_\_\_\_\_  
This Payment: \$ \_\_\_\_\_

**200 Bloomfield Avenue, West Hartford, CT 06117**

Remittance Address: (where the check is to be mailed - YOU MUST FILL THIS IN)

**200 Bloomfield Avenue, West Hartford, CT 06117**

Program is operating in compliance with Contract and expenditures have been incurred accordingly.

Authorization: Sharon L. Vasquez  
Contractor Name (print)

[Signature]  
Contractor Signature  
Date: 9.14.12

**DON'T FILL IN BELOW - THIS IS FOR DSS USE ONLY: DSS PROGRAM VERIFICATION - If multi funding source, provide all appropriate accounts.**

Amount	Budget Reference	Fund	Department	Program	SID	Account	Project/Grant	Chartfield 1	Chartfield 2
\$	20		DSS					168	
\$	20		DSS					168	
\$	20		DSS					168	
\$	20		DSS					168	

I do certify that this program is operating in compliance with Contract and expenditures are authorized and properly chargeable as indicated.

Authorization: \_\_\_\_\_  
DSS PROGRAM STAFF REP Signature - **KAREN FOLEY-SCHAIN**

\_\_\_\_\_  
Date  
**(860) 424-5623**  
Phone #

Co-sign (if required) Signature \_\_\_\_\_ Phone # \_\_\_\_\_

\_\_\_\_\_  
DSS FISCAL STAFF APPROVAL - Name (sign & date)

\*Financial Report Required  Yes  No  
\*Financial Report within last 3 mos.  Yes  No  
\*Attach Explanation If Report Is More Than 3 Months Old

# ETHICS POLICY AND COMPLIANCE



M. JODI REIL  
GOVERNOR

STATE OF CONNECTICUT  
EXECUTIVE CHAMBERS

## MEMORANDUM

DEPT OF SOCIAL SERVICES  
CONTRACTS/PURCHASING  
04 OCT - 1 PM 5: 01

To: Vendors Conducting Business with the State of Connecticut  
From: M. Jodi Reil, Governor *[Signature]*  
Subject: State Ethics Policy  
Date: September 28, 2004

As you are undoubtedly aware, state government is striving to improve how it conducts its business. The task force charged with analyzing the state contracting process recently recommended to me several areas which require improvement. I expect to implement a number of those recommendations. Your assistance is needed in order to facilitate change.

While the state ethics code does not prohibit gifts to state employees altogether—for example, the law permits employees to accept a gift in celebration of a major life event and up to \$50 per calendar year in food and beverage—the intent of the code is clear. State employees should not just avoid impropriety, but even the mere appearance of impropriety, and should forgo accepting gifts from those with whom the state does business.

I would also call your attention to section 1-84(m) of the Connecticut General Statutes, which prohibits state employees from accepting gifts from those who do business, or seek to do business, with the employee's agency or department. Vendors and prospective vendors are also prohibited from knowingly giving gifts to state employees in violation of this section.

My request to you is this, no matter how well-intentioned or appreciative you may be of an employee's assistance, I would ask that you refrain from offering a state employee a gift of any kind, including, but not limited to, meals and beverages. Offering a gift to an employee puts the employee in the rather uncomfortable position of having to decline the gift or ascertain its monetary value and consult with an attorney and/or the state Ethics Commission.

I expect—and indeed the residents of this state deserve—state government employees to adhere to the highest ethical standards, which may entail more stringent practices than even the ethics code provides. With your assistance, the state should be well on its way to restoring the public's faith in state government.

I would appreciate it if you would communicate this message to your employees. Thank you for your cooperation and understanding.

STATE CAPITOL, HARTFORD, CONNECTICUT 06106  
TEL: (860) 566-4840 • FAX: (860) 524-7396  
[www.state.ct.us/governor](http://www.state.ct.us/governor)



MICHAEL P. STARKOWSKI  
Commissioner

**STATE OF CONNECTICUT**  
**DEPARTMENT OF SOCIAL SERVICES**  
**OFFICE OF THE COMMISSIONER**

TELEPHONE  
(860) 424-5053  
TDD/TTY  
1-800-842-4524  
FAX  
(860) 424-5057  
EMAIL  
[commiss.dss@ct.gov](mailto:commiss.dss@ct.gov)

**COMMISSIONER'S POLICY STATEMENT**

**COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The Department of Social Services does not discriminate in the provision of services, the administration of its programs, or the contractual agreements with sub-recipients. The Department seeks to fully carry out its responsibilities under the Title VI Regulations.

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the grounds of race, color, or national origin in programs and activities receiving federal financial assistance. Title VI provides that "No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program" covered by the regulations.

This policy is effectuated through the methods of administration outlined in the Department's document entitled "Methods of Administration" to ensure full implementation and compliance by the Department, as the recipient, and by the grantees, as subrecipients. The cooperation of the Department and grantee personnel is required.

Michael P. Starkowski  
Commissioner  
March 31, 2008

25 SIGOURNEY STREET • HARTFORD, CONNECTICUT 06106-5033

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**COMPLAINT PROCEDURE**

Any person who believes that he/she or any specific class of individuals are or have been subjected to discrimination prohibited by Title VI may file a written complaint with the Secretary, Office for Civil Rights, Department of Health and Human Services, Region 1-Room 1875, J.F.K. Federal Building, Boston, MA 02203. The complaint must be filed no later than 180 days from the date of the alleged discrimination, unless the time for filing is extended by the Secretary.

The identity of complainants shall be kept confidential, except to the extent necessary to carry out any investigation, hearing, or judicial proceeding arising from the complaint.

The DSS, its sub-recipient or other person may not intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title VI Act or Regulation because he/she has made a complaint, testified, assisted, or participate in any manner in an investigation, proceeding or hearing.

A copy of the DSS Title VI Complaint Procedure is included in this section.