

## Table of Contents

- I. General Contract Provisions
  - 1. Term and Effective Date
  - 2. Renewal
  - 3. Termination
  
- II. Financial and Administrative Provisions
  - 1. Limitations on Eligible and Reimbursable Costs
  - 2. Duplicate Funding Prohibited
  - 3. Program Income
  - 4. Refunds
  - 5. De-obligation
  - 6. Prohibited Activities and Restrictions on Use of Funds
  - 7. Close Out
  - 8. Audit and Records
  
- III. Procurement Policies and Procedures
  - 1. General Provisions
  - 2. Small Purchase Contracts Provisions
  - 3. Property Acquisition, Maintenance and Disposition
  - 4. Subcontractors
  
- IV. Insurance and Indemnification
  - 1. Insurance
  - 2. Indemnification
  - 3. Compliance with Employment Related Requirements
  
- V. Programmatic and Service Delivery Provisions
  - 1. Compliance with Policies and Procedures
  - 2. Non-Compliance with Terms and Conditions of the Contract
  - 3. Performance Measures
  - 4. Zero Tolerance for Drugs and Violence in the Workplace
  - 5. Health and Safety
  - 6. No Displacement
  - 7. Union Concurrence
  - 8. Grievance and Complaint Procedure for Applicants, Participants and Others
  - 9. Publicity, Media & Event Promotion
  - 10. Creation and Retention of Participant and Other Non-Financial Data
  - 11. Participant Documentation
  - 12. Confidential Information and Material
  - 13. Program Reports

VI. Miscellaneous Provisions

1. Assignability
2. Relationship between the Parties
3. Amendments and Modifications
4. Severability of Provisions
5. Force Majeure
6. Entire Agreement
7. Choice of Law
8. No Continuing Waiver
9. No Inducement
10. Reference to Attachments and Cited Provisions
11. Notice

VII. Compliance with the Law

1. State and Federal Regulatory Compliance
2. State Provisions
3. Federal Provisions

EXHIBITS

- Exhibit A: Scope of Services
- Exhibit B: Financial, Billing and General Requirements of CWP
- Exhibit C: Budget
- Exhibit D: Staffing Chart
- Exhibit E: Staff Allocations, as applicable
- Exhibit F: Executive Orders
- Exhibit G: De-Obligation Policy
- Exhibit H: Reporting Schedule
- Exhibit I: Subcontractor Attachments (Contracts w/Subcontractors), as applicable
- Exhibit J: Policy for Protecting Personally Identifiable Information
- Exhibit K: State of Connecticut Specific Terms, as applicable
- Exhibit L: WIOA Specific Terms, as applicable
- Exhibit M: Program-Specific Terms, as applicable

THIS COST REIMBURSEMENT CONTRACT (this "Contract") is made by and between CAPITAL WORKFORCE PARTNERS, INC., a Connecticut non-stock corporation having a principal office at One Union Place, Hartford, Connecticut 06103 ("CWP"); and the organization identified on the cover page (page 1) of this Contract ("Contractor"). CWP and Contractor are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, CWP wishes to contract with an entity to provide certain workforce development programming and services in the North Central Workforce Region of Connecticut (hereinafter referred to collectively as the "Services"); and

WHEREAS, Contractor wishes to provide and perform the Services;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **I. GENERAL CONTRACT PROVISIONS**

1. CONTRACT TERM AND EFFECTIVE DATE: This Contract shall become effective only as of the date of signature by CWP's authorized official. Upon such execution, this contract shall be deemed effective for the entire term specified on the cover page (page 1) of this Contract, unless sooner terminated as herein provided.
2. RENEWAL: CWP shall have the option, at its sole discretion, to renew this contract for one additional period of up to one (1) year (an "Extension Term"), by giving written notice of its election to so extend to the Contractor prior to the expiration of the Term. All terms and conditions of this Contract shall apply during any Extension Term.
3. TERMINATION: CWP reserves the right to terminate this Contract, with or without cause, at any time upon thirty (30) days' prior written notice to Contractor. In the event CWP terminates this Contract, Contractor shall be paid for all eligible and reimbursable costs for Services properly performed and time properly expended through the date of termination, which termination date shall be thirty (30) days after CWP's provision of such notice.

## **II. FINANCIAL AND ADMINISTRATIVE PROVISIONS**

### **1. LIMITATIONS ON ELIGIBLE AND REIMBURSABLE COSTS**

- (a) The total amount to be paid to the Contractor shall not exceed the total cost set forth in the budget approved by CWP ("Budget") and attached hereto as Exhibit C.
- (b) All expenditures shall be made in compliance with the line item categories set forth in the Budget, subject to the following:
  - (i) Contractor may increase or decrease its expenditures in any line item relative to the total amount allocated in such line item (other than salary, employee benefits, indirect, administrative or management fee line item categories) by a factor not to exceed twenty per cent (20%) of such budgeted line item without the consent of CWP; provided, however, that the sum total of all such variances shall not produce an increase or decrease in the overall Budget.

- (ii) Any Contractor-proposed changes to either budgeted expenditures exceeding the twenty per cent (20%) threshold, or any changes to salary, employee benefits, indirect, administrative or management fee line item categories, shall require the prior written consent of CWP.
- (c) Funds shall be paid to Contractor on a reimbursable basis for eligible costs only; such costs must be in compliance with applicable federal and state cost standards, including but not limited to, the federal Uniform Guidance and State of CT OPM Cost Standards and Single Audit Act. Only costs necessary and reasonable for the proper administration and performance of services provided pursuant to this Contract will be reimbursed. Notwithstanding the foregoing, CWP, in its sole discretion, may advance funds to the Contractor for eligible costs to be incurred in the future.
- (d) Only allowable and eligible costs will be reimbursed upon satisfactory submission of reimbursement requests, pursuant to the conditions contained in Exhibit B attached hereto. All reimbursement requests, invoices or other requests for payment submitted by Contractor to CWP, must include the Contract Number on the cover page to this Contract. Without limitation of the requirements of Exhibit B, Contractor agrees that any delay in the submission of any reimbursement request, shall delay payment of such reimbursement request.
- (e) Only costs which support activities and services undertaken in furtherance of the performance of the Services shall be reimbursed, and shall not be associated with or allocated to any other activities of the Contractor.
- (f) No costs incurred for services performed by any Subcontractor (as hereinafter defined) or such Subcontractor's agents, employees, servants or licensees, or by any entity other than the Contractor, shall be reimbursed without the prior written consent of CWP.
- (g) All services performed by third parties related to the Contractor shall be considered a "Related Party" transaction, shall be reimbursed only at cost, and shall not be reimbursed pursuant to a negotiated rate agreement between the Contractor and the Related Party or otherwise.

The term "Related Party" shall include the following:

- Affiliates of the Contractor;
- Related parties as defined or determined under GAAP;
- Entities for which investments in their equity securities would be required, absent the election of the fair value option under GAAP, to be accounted for by the equity method by the Contractor as an investing entity;
- Trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management of the Contractor;
- Businesses or entities owned or operated by principal owners of the Contractor or members of their immediate families;
- Businesses or entities owned or operated by management of the Contractor or members of their immediate families;
- Other third parties with which the Contractor may deal if one entity controls or can significantly influence the management or operating policies of the other to the extent that one of the transacting entities might be prevented from fully pursuing its own separate interests;
- Other third parties that can significantly influence the management or operating policies of the transacting entities, or that has or have an ownership interest in one of the transacting entities and can significantly influence the other, to an extent that one or

more of the transacting entities might be prevented from pursuing its own separate interests.

2. DUPLICATE FUNDING PROHIBITED: Contractor shall notify CWP of any other federal, state or locally funded contracts, grants or awards, including PELL grants, for which it is the recipient. CWP may review such funding to identify costs associated with this Contract which would otherwise be funded through these other sources. Should CWP determine such duplicate funding exists, it may reduce certain budgetary or staff allocations delineated in Exhibits C, D and E attached hereto, or it may increase the Scope of Services as delineated in Exhibit A attached hereto.
3. PROGRAM INCOME: "Program Income" is defined as revenues received in excess of the direct costs incurred to produce such revenues arising from activities funded through this particular Contract, and not revenues and/or income generated by means of the Contractor's activities arising by funding from other state or federal programs. If the Contractor generates such Program Income, any such earnings shall be either expended to enhance program activities or remitted to CWP. Contractor must receive prior written approval from CWP before expending Program Income for enhancements.
4. REFUNDS: Any refund, rebates or credits of any kind generated from program operations shall be remitted to CWP.
5. DE-OBLIGATION: Contractor shall comply with CWP's Contract De-Obligation Policy regarding the reporting, invoicing and monitoring of expenditures. Said policy is attached hereto as Exhibit G.
6. PROHIBITED ACTIVITIES AND RESTRICTIONS ON USE OF FUNDS
  - (a) Political Activity: No funds provided pursuant to this Contract shall be utilized in the furtherance of any "Political Activities", as hereinafter defined, nor shall any program participants partake in any Political Activities while engaged in the programs funded by this Contract. "Political Activities" include without limitation the following: (1) lobbying to influence legislation (2) efforts to further the election or defeat of any candidate for public office (3) transportation to the polls or similar assistance in connection with any election, and (4) voter registration activities, as further defined in 5 USC § 1502 and 18 USC § 595.
  - (b) Retirement Plan Fees/Contributions: No funds provided pursuant to this Contract shall be used to provide retirement plan contributions or fees on behalf of any program participant.
  - (c) Union Organizing: No funds provided pursuant to this Contract shall be used to assist, promote, or deter union organizing activities.
  - (d) Relocation: No funds provided pursuant to this Contract shall be used to encourage, induce or assist the relocation of any organization, nor any division, department or subsidiary thereof, resulting in the loss of employment at the existing location(s) of such organization.
  - (e) Employment Generating and Other Activities: No funds provided pursuant to this Contract shall be used for employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, or other similar activities.
  - (f) Designs, Inventions, Patents and Copyrights

- (i) Intellectual Property. The Contractor shall promptly disclose, grant, and assign to CWP, for its sole use and benefit, any and all designs, inventions, improvements, technical information, know-how and technology, that the Contractor may conceive, develop, or acquire on account of the funds provided pursuant to this Contract, together with all copyrights, trademarks, design patents, patents, and applications for copyrights, trademarks, design patents, patents, divisions of pending patent applications, applications for reissue of patents and specific assignments of such applications, that may at any time be granted for or upon any such designs, inventions, improvements, technical information, know-how, or technology (collectively, "Intellectual Property").
- (ii) Assignments and Assistance. In connection with the rights of CWP to the Intellectual Property, Contractor shall promptly execute and deliver such applications, assignments, descriptions, and other instruments as may be necessary or proper in the opinion of CWP to vest in CWP title to the Intellectual Property and to enable CWP to obtain and maintain the entire right and title to the Intellectual Property.
- (iii) Copyrights. Contractor agrees to grant, and hereby grants to CWP, title to all copyrightable material first designed, produced, composed in the course of or funded pursuant to the terms of this Contract, which material shall be deemed "works made for hire" under Title 17, United States Code, Section 1.01 of the Copyright Act of 1976. The Contractor also hereby grants to CWP, or its assigns, a royalty-free, nonexclusive, and irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others so to do, any and all copyrighted or copyrightable material created by the Contractor as a result of work performed or funding provided pursuant to this Contract.

7. CLOSE-OUT

- (a) Forty-five days after the expiration or termination of this Contract, Contractor shall provide a close-out report reconciling actual program expenditures with reimbursements received. If Contractor has received reimbursements in excess of funds expended, Contractor shall remit such excess to CWP. Failure to provide completed forms forty-five days after expiration or termination of this Contract discharges CWP, its officers, agents and employees of all liabilities and claims. Under these conditions CWP reserves the right to unilaterally modify this agreement by deobligation of its funding.
- (b) Notwithstanding paragraph (a) above, CWP reserves the right, at the time of contract close-out or any time prior or subsequent thereto, to perform an audit of the program records and/or funds.

8. AUDIT AND RECORDS

- (a) Contractor shall maintain books, records, documents, program and individual service records, payroll records, time records, invoices, contracts, vouchers, program participant records and other evidence of its accounting, payroll and billing activities, which reflect all direct and indirect costs related to the performance of this Contract, for a period of seven (7) years following the date of submission of the final expenditure reports pursuant to Section 7 hereof. However, such records shall be retained beyond seven years during the pendency of any litigation, audit or claim involving or related to this Contract.
- (b) Contractor shall provide access to CWP and to its representatives, to all documents and records (including computer records) referenced in paragraph (a) above. Contractor acknowledges its employees have an obligation to cooperate in any audit, investigation or request for such

information. Contractor shall also ensure that any Subcontractor conforms with the record production, retention and access requirements hereof.

- (c) Contractor shall comply with all audit requirements promulgated by any state, federal or other grant sources associated with this Contract, including without limitation the Federal Single Audit Act Amendments of 1996 (Public Law 104-156), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 and 2 CFR Part 2900, the State of CT Single Audit Act, and any applicable Connecticut Department of Labor (CTDOL) audit policies and procedures.

### III. PROCUREMENT POLICIES AND PROCEDURES

#### 1. GENERAL PROVISIONS

- (a) Definitions: The following terms shall have the meanings respectively ascribed to them:

Personal Property: All Property of any kind other than Real Property, including without limitation "Equipment" as defined in 2 C.F.R. § 200.33, tangible personal property (desks, supplies, furniture, computers, and the like) and intangible personal property (copyrights, patents and the like).

Expendable Property: All Personal Property, such as office supplies, not having a useful life of more than one year.

Non-Expendable Property: All Personal Property having a useful life of more than one year and having a unit acquisition cost of \$5,000.00 or more.

Property: Real Property or Personal Property (or both) as determined by the context.

Real Property: Land and all improvements thereon, including structures and buildings, but excluding movable equipment and fixtures.

- (b) Record keeping for Procurement/Property: Contractor will maintain records of all procurements for the longer of: (i) seven years after the expiration or termination of this Contract; or (ii) throughout the pendency of any litigation, audit or claim involving or related to this Contract. These records shall reflect all procurement transactions, receipts, bids, invoices, repairs, inspections, transfers, quotations and dispositions related to any Property procured with Contract funds.
- (c) Contractor, in accordance with the requirements established herein, shall implement standards for its procurement processes which ensure fiscal accountability and prevent waste, fraud, and abuse in the programs it administers.
- (d) Contractor shall procure Property and services in a manner which provides for competitive bidding amongst potential providers. Instances of procurement activity which do not provide for open competitive bidding include without limitation the following:
- (i) Placing unreasonable qualifying requirements on potential providers;
  - (ii) Requiring unnecessary experience and excessive bonding of potential providers;
  - (iii) Utilizing collusion or noncompetitive pricing practices between firms or organizations or between affiliated companies or organizations;
  - (iv) Noncompetitive awards to consultants with retainer contracts;
  - (v) Organizational conflicts of interest, including but not limited to contracting with related companies, subsidiaries and/or family members;

- (vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement;
  - (vii) Overly restrictive specifications; and
  - (viii) Any arbitrary action in the procurement process.
- (e) Contractor shall prepare and retain written procedures for all procurement transactions. These procedures shall ensure that all solicitations:
- (i) Incorporate a clear and accurate description of the technical requirements for the Property or service to be procured (including quantities). Such description shall not, in competitive procurements, contain features which unduly restrict competition; and
  - (ii) Identify all requirements which bidders must fulfill, as well as all other factors to be used in evaluating bids or proposals.
- (f) Contractor shall engage a sufficient quantity of qualified suppliers when acquiring Property or services with program funds, and shall use its best efforts to provide competitive bidding for such expenditures.

2. SMALL PURCHASE CONTRACTS PROVISIONS: All contracts entered into by the Contractor, including those for micro purchases (as defined by the Uniform Guidance), shall contain the State and Federal law provisions listed in section VII herein, and conform to the following:
- (a) Contracts in excess of the small purchase threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.
  - (b) All contracts in excess of the small purchase threshold shall contain suitable provisions for termination by the Contractor, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Contractor.
  - (c) All negotiated contracts awarded by Contractors shall include a provision to the effect that the Contractor, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

3. PROPERTY ACQUISITION, MAINTENANCE AND DISPOSITION

- (a) Contractor shall initially identify all Property acquisitions necessary for the performance of this Contract, and shall allocate in its initial budget sufficient funds for the procurement of such Property.
- (b) Contractor shall comply with all state and federal regulations and other requirements applicable to its acquisition, maintenance and disposition of Property (and its Property control systems), and shall consult with CWP to ensure its compliance with the aforesaid requirements.
- (c) Contractor shall purchase only such Property as is necessary for the performance of this Contract. Purchase alternatives, such as lease arrangements, will only be approved if they produce the lowest acquisition cost for such Property. In addition, Contractor shall comply with the following guidelines:

- (i) Contractor may use Contract funds to purchase Expendable Property without the prior approval of CWP only if such property is identified in the approved Budget. Contractor shall make its best efforts to obtain competitive bids for all Property purchases, and shall select the most practical and least cost bids.
  - (ii) All acquisitions or leases of Non-Expendable Property, including motor vehicles, having a cost of \$5,000.00 or more require the prior written approval of CWP in addition to identification in the approved Budget. Acquisition or lease requests shall include the following: (1) description and quantity of Property, (2) time period when the Property will be used, (3) the planned use for the Property, and (4) where the Property will be physically located during the term of the Contract. Contractor shall notify CWP when the Property is acquired and affix appropriate CWP identification tags to same. Contractor shall maintain and protect the Property, and utilize an appropriate control system to safeguard Property from loss, damage or theft.
  - (iii) Contractor shall not use Contract funds to purchase, lease, renovate or otherwise improve any Real Property without the prior written approval of CWP.
  - (iv) Contractor shall not use Contract funds to acquire professional services including, but not limited to, management studies, data processing services and consultant services without the prior written approval of CWP.
  - (v) All Property acquired with Contract funds, or furnished to Contractor by the State of Connecticut or CWP, shall only be utilized by Contractor in the performance of its duties and responsibilities pursuant to this Contract and for no other purposes.
  - (vi) All unexpended Property supplied by the State of Connecticut or CWP shall be returned to the State or CWP, respectively, upon the expiration or termination of this Contract. Alternatively, CWP may assign its rights in any of its Property to the Contractor for disposal or other purposes as directed by CWP.
- (d) Title: Title to any Property supplied by the State of Connecticut or CWP shall remain in the name of the State of Connecticut or CWP, respectively.
- (e) Inventory: Without limitation of the requirements of Section III(3)(b), contractor shall comply with the requirements of 2 C.F.R. § 200.313. Additionally, Contractor shall maintain an inventory of Property indexed by description, model, serial number and location in such manner and form and at such time as prescribed by CWP. At the time of expiration or termination of this Contract, Contractor will furnish CWP with a final inventory. This inventory will include all Property acquired through funds provided by this Contract. Additional services may be required at the discretion of the Contractor. The Contractor shall also conduct a bi-annual physical inventory of Property.
- (f) Relief from Accountability: Property unserviceable, lost, stolen or destroyed through fire or other means will be immediately reported to CWP. In cases of a fire or theft, a report from the fire department or police department (whichever is applicable) must be submitted to CWP immediately. The final disposition of such property will be determined by CWP.
4. SUBCONTRACTORS: Contractor shall not employ, retain or otherwise engage the services of any third party (each a "Subcontractor") to fulfill the Contractor's duties and responsibilities pursuant to this Contract without the prior written consent of CWP. Notwithstanding the foregoing and without limitation of the indemnification provisions hereof, Contractor shall remain fully liable, and hold CWP harmless, for all acts and omissions of any Subcontractor and its employees, servants and agents. All Subcontractors shall comply with the terms and conditions of this Contract, including section V (1) and the Exhibits attached herein, as applicable.

- (a) All contracts with Subcontractors must be reviewed by CWP before execution for compliance with federal and state legislative and statutory requirements, including adherence to the provisions contained in section VII herein as applicable to the Contractor.
- (b) All contracts with Subcontractors shall be attached to this Contract at Exhibit J hereof. Subcontractors must be monitored by the Contractor to ensure compliance with federal and state cost principles.

#### **IV. INSURANCE AND INDEMNIFICATION**

##### **1. INSURANCE**

- (a) Contractor and each Subcontractor shall maintain the following claims made based insurance coverage throughout the Term. All such insurance shall be issued by insurers authorized to do business in the State of Connecticut, shall name Capital Workforce Partners, Inc. (CWP) as an additional insured on the General Liability and Commercial Automobile Liability policies and not on the Worker's Compensation policy, shall contain appropriate endorsements for all such policies denying Contractor, its Subcontractors and its insurers the right of subrogation against CWP, and shall contain a provision whereby each insurer agrees not to cancel such insurance without thirty (30) days prior written notice to CWP.

Contractor and its Subcontractors shall furnish CWP with a certificate evidencing the aforesaid insurance coverage and endorsements prior to contract execution, and renewal certificates shall be furnished to CWP at least thirty (30) days prior to the expiration date of such insurance. The following insurance policies and policy limits are required:

- (i) Statutory Workers' Compensation coverage with minimum limits for Employers Liability as follows:
    - Bodily injury by Accident \$500,000 each accident
    - Bodily injury by Disease \$500,000 policy limit
    - Bodily injury by Disease \$500,000 each employee
  - (ii) Commercial General Liability coverage with the following limits:
    - \$1,000,000 Each Occurrence;
    - \$1,000,000 Person and Advertising Injury Limit
    - \$1,000,000 General Aggregate Limit;
    - \$1,000,000 Products - Completed Operations Aggregate Limit
  - (iii) Commercial Automobile Liability coverage including Hired and Non-Owned Auto coverage with a Combined Single Limit of \$1,000,000
- (b) Contractor and its Subcontractors shall carry and continuously maintain a Fidelity Bond or Employee Dishonesty Insurance that provides coverage for Contractor and any Subcontractors who render services connected with the performance of this Contract. The bond/policy shall include coverage for any "dishonest act" of Contractor's or Subcontractor's Employees including but not limited to larceny, theft, embezzlement, transfer of funds (electronic or otherwise) forgery, misappropriation, wrongful abstraction, or willful misapplication, whether Contractor's Employees acted alone or in collusion with others. Such insurance must cover (i) property of Contractor and (ii) property of others, including the State of Connecticut, CWP and all funds

provided by CWP to the Contractor pursuant to this Contract, which property Contractor or any Subcontractor holds in its care, custody and control.

The bond/policy limit shall be equal to the 20% of the Contract Amount of this Contract and shall include an endorsement designating CWP as an Additional Insured. In addition, the coverage shall contain no requirement for arrest and convictions, and shall provide notice to CWP of any cancellation or reduction in coverage.

- (c) Contractor shall receive Certificates of Insurance from each Subcontractor before it commences program activities.

## 2. INDEMNIFICATION

- (a) Contractor agrees to indemnify, defend and hold harmless CWP and its officers, directors, volunteers, members, employees, agents and representatives (each an "Indemnified Person"), from and against any and all obligations, costs, expenses, liabilities, claims, demands, suits, proceedings, actions or causes of action of any kind or nature whatsoever, whether accrued, absolute, contingent, or otherwise, including without limitation reasonable attorney's fees (collectively, "Losses"), which arise out of or are in any way related to the performance or failure to perform any duty required of the Contractor or any Subcontractor hereunder or which arise from or are related to the Services to be provided pursuant to this Contract, except to the extent arising out of the gross negligence or willful misconduct of CWP; provided, however, that no allegation, pleading or other assertion as to such gross negligence or willful misconduct of CWP shall act as a bar to Contractor's indemnification obligations hereunder, until such gross negligence or willful misconduct assertions have been finally determined after an adjudication of the same by any court or other independent adjudicator.
- (b) If any Indemnified Person has suffered or incurred any Loss, or has received a notice of a claim or any other action against such Indemnified Person that may cause such Indemnified Person to suffer or incur any Loss, then the Indemnified Person shall promptly provide written notice to Contractor; provided, however, that no delay on the part of the Indemnified Person in notifying the Contractor shall relieve the Contractor from its indemnification obligations hereunder, except to the extent such delay actually, materially and demonstrably prejudices the Contractor. Contractor shall be entitled to participate in the defense of such claim or action. In addition and after written notice to the Indemnified Person, Contractor shall have the right to assume the defense of the claim or action with counsel reasonably acceptable to the Indemnified Person or, with the Indemnified Person's prior written consent, to compromise or settle the claim or action at Contractor's expense, so long as in either event Contractor gives written notice to the Indemnified Person within fifteen (15) days after the Indemnified Person has given notice of the claim or action to Contractor, that the Contractor shall indemnify the Indemnified Person from and against the entirety of any Losses. Additionally and notwithstanding the Indemnified Person's assumption of the defense of the claim or action, Contractor shall have the right to employ separate counsel and to participate in the defense of the action or proceeding at its own expense; provided, however, that no such employment of separate counsel by Contractor shall relieve it of its indemnification obligations hereunder.
- (c) The obligations under this Section (IV)(2) shall: (i) be applicable to any activities of the Contractor and any Subcontractor relating to or arising out of its or their performance of the Services at any time before, during or after the Term of this Contract, including without

limitation any activities in anticipation of, or preparation for such performance; and (ii) survive the expiration or termination of this Contract.

3. COMPLIANCE WITH EMPLOYMENT-RELATED REQUIREMENTS

- (a) Contractor represents, warrants and covenants that during the Term it shall maintain all necessary employment-related certifications, documentation and insurance coverage, including but not limited to workers' compensation, disability and unemployment insurance. Contractor is solely responsible for the withholding and payment of employment taxes, unemployment and workers' compensation insurance premiums.
- (b) Contractor shall provide documentation of its compliance with all laws, rules and regulations required of an employer, including the proper withholding of taxes, employment related filings and payments for all employment related insurance.
- (c) Contractor further represents, warrants and covenants that during the Term, any Subcontractor shall comply with all requirements of sections (a) and (b) above.

V. **PROGRAMMATIC AND SERVICE DELIVERY PROVISIONS**

1. COMPLIANCE WITH POLICIES AND PROCEDURES: Contractor shall adhere to all applicable policies and procedures promulgated by CWP, the State of Connecticut and the federal government relating to Contractor's duties and responsibilities pursuant to the terms and conditions of this Contract. CWP policies and procedures are published in the Policy Manual on its website at [www.capitalworkforce.org](http://www.capitalworkforce.org).

2. NON-COMPLIANCE WITH TERMS AND CONDITIONS OF THE CONTRACT: CWP may impose any or all of the following penalties if the terms and conditions of this Contract are not satisfied by the Contractor or any Subcontractor, up to and including termination of the Contract:

- (i) Temporarily withhold cash payments pending correction of the deficiency by the Contractor;
- (ii) Disallow (deny both use of funds and matching credit) any or all of the cost of the program activity which is not in compliance;
- (iii) Partially or fully suspend, or terminate, the current Contract award.

3. PERFORMANCE MEASURES: Contractor is obligated to satisfy all performance measures of the Contract delineated in the Scope of Services attached hereto as Exhibit A.

4. ZERO TOLERANCE FOR DRUGS AND VIOLENCE IN THE WORKPLACE:

- (a) Contractor will provide a drug-free workplace by notifying employees, Subcontractors and program participants that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, as defined by state or federal law, is strictly prohibited.
- (b) Contractor agrees to maintain a zero tolerance standard for workplace violence, and shall provide a reasonably safe and healthy working environment, free from intimidation, harassment, threats and/or violent acts, and specifically prohibiting any program participants, employees or subcontractors from possessing any weapons or dangerous instruments on any premises where program activities will occur.

- (c) Contractor shall enforce the above provisions, and shall notify CWP immediately of any violations thereof.
  - (d) CWP, in its sole discretion, may require the termination of any individual, whether a program participant, employee or Subcontractor, who violates any rules and procedures concerning drugs and violence in the workplace.
5. HEALTH AND SAFETY: Contractor shall maintain a safe environment, employing adequate safeguards to ensure the working conditions of participants comply with the Occupational Safety and Health Act of 1970, as amended and all applicable State statutes and regulations pertaining thereto.
6. NO DISPLACEMENT: When subsidized employment activities are provided pursuant to this Contract, Contractor will ensure that (1) program participants do not displace currently employed workers (including partial displacement, i.e. a reduction in hours of non-overtime work, wages, or employment benefits), (2) No jobs will be created in a promotional line that will infringe upon the promotional opportunities of currently employed individuals, (3) No program participant will be employed in a job when any other individual is on layoff from the same job or its equivalent, and (4) no termination or layoffs occurred with the intent of filling such vacancies with program participants whose wages are subsidized with funds provided by this Contract.
7. UNION CONCURRENCE: No programs funded by this Contract shall impair, impede or otherwise adversely affect existing labor contracts for services or collective bargaining agreements, whether such agreements involve employees of the Contractor or third parties with whom Contractor has subcontracted for services, unless the affected union(s) and/or employees provide written concurrence for the funding of such programs.
8. GRIEVANCE AND COMPLAINT POLICY
- (a) Contractor shall publish, administer and adhere to the provisions of the Grievance and Complaint Policy as published in the CWP Policy Manual on the CWP website at [www.capitalworkforce.org](http://www.capitalworkforce.org) with respect to all program applicants, participants, service provider staff and other interested parties affected by the programs funded pursuant to this Contract who seek to resolve disputes and complaints arising in the course of program activities.
  - (b) Notice of the grievance and complaint procedures and instructions on how to file a complaint must be:
    - (i) posted in a public location and be made available to any interested persons and members of the public;
    - (ii) made available to each participant and include (1) notification that the participant has the right to file a grievance or complaint at any time within **one hundred and eighty (180) days** of the alleged violation; (2) instructions and timeline for filing a grievance or complaint; and (3) notification that the participant has the right to receive technical assistance from CWP staff; and
    - (iii) included in each participant's file with the participant's signed acknowledgment that he/she received a copy of the procedures and instructions.
  - (c) Upon receipt of a grievance or complaint, Contractor shall immediately notify CWP program oversight staff for coordinated compliance with procedures.

9. PUBLICITY, MEDIA & EVENT PROMOTION: Contractor shall abide by CWP's Publicity, Media & Event Promotion Policy as published in the CWP Policy Manual.

Additionally, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, the Contractor shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this section are separate from those at 2 CFR 200 and, when appropriate, both must be complied with. P.L. 113-114, Division H, Title V, Section 505.

10. CREATION AND RETENTION OF PARTICIPANT AND OTHER NON-FINANCIAL DATA

- (a) The Contractor shall create and maintain records to accurately account for all program and participant activities during the Term. Participant records shall include without limitation, documentation of eligibility, activities and outcomes for all participants enrolled in the programs administered by the Contractor pursuant to this Contract.

All records will be clearly identifiable and readily accessible. They will be retained by the Contractor for a period of (7) seven years from the date of final close-out of this Contract or until all audits are complete and findings on all claims have been resolved, whichever is later. Records of Non-Expendable Property will also be retained for seven years after the final disposition of such Property. If the Contractor is unable to retain the necessary records for the required period, the Contractor will transfer such records to CWP. Such records will be transferred to CWP in an orderly manner with documents properly labeled and filed, and in acceptable condition for storage.

- (b) All Contractors maintaining a principal place of business outside the State of Connecticut or any Contractor who is not scheduled to receive any further funding from CWP will forward all program participant and financial records relating to this Contract to CWP within 90 days following the Contract expiration or termination date.

11. PARTICIPANT DOCUMENTATION: The Contractor shall verify and compile documentation for all participant eligibility, activities and outcomes data, and maintain such documentation in the individual participant's file and in the applicable management information system as reasonably directed by CWP.

12. CONFIDENTIAL INFORMATION AND MATERIAL

- (a) Definition of Confidential Information and Material: All non-public, proprietary, tangible or intangible information or material under the dominion and control of the Contractor and obtained by the Contractor or any Subcontractor during the course of its or their performance hereunder, including information regarding applicants and program participants, which information may be obtained through application forms, interviews, tests, management

information systems, reports from public agencies or counselors, or in which CWP has any right of ownership, either as lessee or licensee or pursuant to the terms of this Contract.

- (b) Treatment of Confidential Information and Material. The parties agree that Confidential Information and Material shall be treated as follows:
- (i) Contractor shall use Confidential Information and Material only for the purpose of its relationship with CWP as stated herein and for no other purposes;
  - (ii) Contractor will not disclose, divulge, or transfer, either directly or indirectly, the Confidential Information and Material to any third party without the written consent of CWP;
  - (iii) Contractor will maintain the confidentiality of the Confidential Information and Material by using the same degree of care (which shall be no less than reasonable care) as Contractor uses to protect its own confidential information of a similar nature, and will not disseminate it to any other individual or entity whatsoever;
  - (iv) All Confidential Information and Material shall remain the exclusive property of CWP, and Contractor will do nothing to compromise or diminish the rights of CWP in any Confidential Information and Material. Without limiting the generality of the foregoing, Contractor will not attempt to transfer or encumber any Confidential Information and Material. At the conclusion of the relationship between the Parties or upon CWP's request, Contractor will:
    - a. return the Confidential Information and Material to CWP, or at CWP's option, Contractor will destroy such Confidential Information and Material and promptly send to CWP written certification of such destruction; and
    - b. destroy any notes, memoranda or other documents concerning the Confidential Information and Material and promptly send to CWP written certification of such destruction.
- (c) Personally Identifiable Information (PII) is a type of confidential information, and shall be treated by the Contractor in accordance with CWP policy, incorporated into this contract as Exhibit J.
- (d) Limitations on Contractor's Obligation. In the event that Contractor or its representative(s) become legally compelled to disclose any of the Confidential Information and Material, Contractor shall provide CWP with prompt written notice of such requirements so that CWP may seek a protective order or other appropriate remedy or waive compliance with the terms of this Contract.

### 13. PROGRAM REPORTS

- (a) The Contractor shall prepare and submit all programmatic reports, as further described in Exhibit H attached hereto, during the Term. CWP may withhold any and all reimbursements upon the Contractor's failure to produce required reporting on a timely basis.
- (b) The Contractor agrees to participate in the development and implementation of internal monitoring and evaluation procedures in order to achieve all reporting requirements.

## VI. **MISCELLANEOUS PROVISIONS**

- 1. ASSIGNABILITY: The Contractor is prohibited from assigning or transferring any interest in this Contract without the prior written consent of CWP.

2. RELATIONSHIP BETWEEN THE PARTIES

- (a) CWP is a pass-through entity for federal and state funds. A contract funded in whole or in part with federal or state resources, as identified on the cover page, is a subaward, and the Contractor is a subrecipient.
- (b) It is the express intent of the Parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of CWP for purposes of any federal, state or local income, employment or other taxes (collectively, "Employment Taxes"), and for all other purposes, including, but not limited to, for purposes of participation in and eligibility for benefits under any employee benefit or compensation plan, program or arrangement offered by CWP (collectively, "CWP Benefits"). Contractor warrants and represents that it has complied with, is currently in compliance with, and covenants that during the Term it shall comply with, all laws, rules and regulations required by appropriate government authorities of independent contractors.
- (c) Contractor represents and warrants that each and every person who performs any of the Services shall either be an employee of Contractor and not of CWP, or a Subcontractor with a direct contractual relationship with Contractor and not with CWP, for purposes of any Employment Taxes, and for all other purposes, including, but not limited to, for purposes of participation in and eligibility for CWP Benefits. Contractor covenants and agrees to inform all Contractor employees and/or Subcontractors that no employment relationship between themselves and CWP exists, is intended or should be construed, and that no CWP Benefits will be provided by CWP.
- (d) Conflict of Interest: The Contractor, its employees, and immediate family members of the aforementioned shall comply with the requirements of the Connecticut Department of Labor conflict of interest policies, and shall not engage in any CWP Board activity relating to the participation, selection, award or administration of this Contract.

3. AMENDMENTS AND MODIFICATIONS

- (a) CWP reserves the right to modify the terms and conditions of this Contract if it determines in its sole discretion that such modifications are necessary for compliance with applicable law or are in the best interests of CWP. Such reasons for modification shall include without limitation the following:
  - (i) Changes to the Workforce Innovation and Opportunity Act of 2014, state of Connecticut Jobs First Employment Services program legislation or federal TANF legislation or to any other local, state or federal laws, regulations, rules, policies or grant terms which are applicable to the terms and conditions of this Contract and which require the modification hereof.
  - (ii) Changes to CWP policies and procedures as they may relate to the operation or funding of the programs effectuated by this Contract, as required by applicable law or modifications thereto, or as otherwise deemed necessary by CWP.
  - (iii) Enforcement of the CWP De-Obligation Policy, incorporated into this contract at Exhibit G.
- (b) Any modification effectuated pursuant to paragraph (a) above may change any or all of the following:
  - (i) Project funding
  - (ii) Project performance measures
  - (iii) Project duration

- (iv) Project narrative / attachments
- (v) Project requirements

- (c) The Contractor may request a modification to this Contract. If such a request is made, the Contractor must demonstrate to the satisfaction of CWP that a modification is reasonable and in the best interests of CWP. All modifications to this Contract requested by Contractor must be approved in writing by CWP, which approval CWP may withhold in its sole discretion.

Notwithstanding the preceding paragraph, Contractor agrees that it shall conform its performance of this Contract to any modifications required by CWP and permitted pursuant to this Section 3.

4. SEVERABILITY OF PROVISIONS: If any provision or provisions of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or be impaired thereby.
5. FORCE MAJEURE: In any case where either Party hereto is required to do any act, or where the legal relations between the Parties depend upon the passage of a period of time, the time of performance thereof or such period of time shall be extended by a period equal to any delay caused by or resulting from an act of God, war, civil commotion, fire or other casualty, and other causes beyond such party's reasonable control with such time being designated by a fixed date, a fixed time or a reasonable time.
6. ENTIRE AGREEMENT: This Contract sets forth the entire understanding of the Parties with respect to the matters herein and may not be amended or otherwise altered except by a writing signed by each of the Parties. Neither Party shall be bound by any terms, conditions, statements, or representations, whether oral or written, not herein contained.
7. CHOICE OF LAW: This Contract shall be construed and enforced under the laws of the State of Connecticut, without giving effect to any Conflicts of Laws provisions thereof; the effect of which would be to apply the substantive law of a state other than Connecticut.
8. NO CONTINUING WAIVER: No waiver of any default or breach shall be a continuing waiver of such or any other default or breach.
9. NO INDUCEMENT: Each Party acknowledges that it has not been induced, persuaded or motivated to enter into this Contract or perform any obligation hereunder, by any promise or representation of the other Party not expressly set forth herein.
10. REFERENCE TO ATTACHMENTS AND CITED PROVISIONS: All attachments, schedules, exhibits, provisions, assurances, certifications, statutes, rules, regulations or conditions referred to herein, and any amendments thereto, are incorporated herein as if set forth in this Contract. Additionally, the Request for Proposal (RFP) and Contractor's response thereto is hereby incorporated by reference.
11. NOTICE: Any notice to a Party required hereunder shall be in writing and sent to the address set forth below or to such other address as such Party may designate from time to time; notice of such designation to comply with the provisions of this paragraph. Notice sent either by First

Class Mail, or recognized overnight service or an equivalent courier shall be sufficient and deemed effective upon receipt.

If to CWP:               **Alex B. Johnson**  
                                  **President and CEO Capital Workforce Partners**  
                                  **One Union Place, 3<sup>rd</sup> Floor**  
                                  **Hartford, CT 06103**

If to Contractor:

## **VII.     COMPLIANCE WITH THE LAW**

1.     STATE AND FEDERAL REGULATORY COMPLIANCE: Contractor shall comply with all federal and state regulations, including but not limited to the following:
  - (a) Prohibition on Religious Activity: The Contractor shall not carry out any inherently religious activity or the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship.
  - (b) Americans with Disabilities Act: Pursuant to C.G.S. § 46a-77 and 42 U.S.C. § 12101, Contractor agrees to comply with the terms of the Americans with Disabilities Act of 1990 during the Term. Failure of the Contractor to satisfy this standard during the Term, as it may be amended from time to time, will render this Contract void at the option of CWP. Without limitation of the indemnification provisions hereof, Contractor shall hold the CWP harmless from any liability which may arise as a result of any failure of the Contractor to comply with the Americans with Disabilities Act of 1990.
  
2.     STATE PROVISIONS: Contractor shall comply with the following state law provisions:
  - (a) State of Connecticut Nondiscrimination Policies: Pursuant to C.G.S. §§ 46a-75 and 46a-81c, the Contractor shall open employment and program participation to all qualified persons, without regard to race, color, religious creed, sex, marital status, age, national origin, sexual orientation, ancestry, mental retardation, mental disability, learning disability or physical disability, including, but not limited to blindness.
  
  - (b) State of Connecticut Affirmative Action:
    - (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, mental retardation 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 the State of Connecticut. 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, marital status, national origin, ancestry, sex, mental

retardation, 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.

- (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 on Human Rights and Opportunities.
  - (iii) The Contractor agrees to provide each labor union or representative of workers with which such Contractors has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers’ representative of the Contractor’s commitments under 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 C.G.S. §§ 46a-68e and 46a-68f, and with each regulation or relevant order issued by said commission pursuant to C.G.S. §§ 46a-56, 46a-68e and 46a-68f.
- (c) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and to permit access to pertinent books, records and accounts, concerning the employment practices of the Contractor as relating to the provisions of this section and C.G.S. § 46a-56. If the Contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as Subcontractors and suppliers of materials on such public works project.
- (d) State of Connecticut Anti-Discrimination:
- (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 or 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.
  - (ii) The Contractor agrees to provide each labor union or representative of workers with which, such Contractors 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 and 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.
  - (iii) Contractor agrees to comply with each provision of this section and with each regulation or relevant issued by said commission pursuant to C.G.S. § 46a-56.
  - (iv) Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and C.G.S. § 46a-56.
- (e) State Executive Orders: The Contractor agrees to abide by all provisions of the Executive Orders listed in Exhibit F attached hereto, as applicable.

3. FEDERAL PROVISIONS: The Contractor agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are codified at 2 CFR Part 200 and 2 CFR Part 2900. The Contractor also agrees to comply with the following provisions, as applicable:

- (a) Reporting of Waste, Fraud and Abuse: No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. The Contractor shall not require its employees or any Subcontractor to sign any such aforesaid agreement or statement with respect to this Contract. P.L. 113-114, Division E, Title VII, Section 743. Instances of waste, fraud and abuse shall be reported in accordance with CWP Complaint Procedure as published in the CWP Policy Manual published on the CWP website at [www.capitalworkforce.org](http://www.capitalworkforce.org).
- (b) Federal Nondiscrimination Policies: The Contractor shall not exclude employees or program participants because of race, color, religion, sex (except as otherwise permitted under title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief, and shall be treated as a recipient of Federal financial assistance when applying the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), or title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.)
- (c) Child Labor Law Standards: Contractor agrees to abide by all provisions of the Fair Labor Standards Act of 1938, 29 U.S.C. § 210, specifically 20 U.S.C. § 212, as amended, concerning Child Labor Provisions.
- (d) Equal Employment Opportunity: All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (e) Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (f) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- (g) Debarment and Suspension (E.O.s 12549 and 12689): No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

- (h) Prohibition on Contracting with Entities with Unpaid Tax Liabilities or Felony Criminal Convictions: CWP may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any entity that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment of the entity and has made a determination that this further action is not necessary to protect the interests of the Government. Furthermore, CWP may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any entity that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless a Federal agency has considered suspension or debarment of the entity and has made a determination that this further action is not necessary to protect the interests of the Government. Also, CWP may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any entity that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless a Federal agency has considered suspension or debarment of the entity and has made a determination that this further action is not necessary to protect the interests of the Government.

Contractor represents and warrants that as of the effective date of this Contract there is no set of facts which would render CWP in violation of the prohibitions of this section. P.L. 113-114, Division E, Title VII, Sections 745 and 746.

- (i) Requirement for Blocking Pornography: Contractor shall use no Federal funds to maintain or establish a computer network, unless such network blocks the viewing, downloading, and exchanging of pornography. P.L. 113-114, Division H, Title V, Section 521.
- (j) Workforce Innovation and Opportunity Act: If applicable, the document known as "WIOA Specific Terms" is incorporated by reference and attached to this contract as Exhibit L. The "WIOA Specific Terms" supersedes the above [assurances] if any conflict exists.
- (k) State of Connecticut General Conditions: if applicable, the document known as "State of Connecticut General Conditions" is incorporated by reference and attached to this contract as Exhibit K, and supersedes the above [assurances] if any conflict exists.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the day and year written below.

CAPITAL WORKFORCE PARTNERS

By: Alex B. Johnson  
*Printed Name*

By: \_\_\_\_\_  
*Printed Name*

Its President and CEO  
 Duly Authorized

Its \_\_\_\_\_  
 Duly Authorized

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

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

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

**EXHIBIT B**  
**FINANCIAL & BILLING REQUIREMENTS AND GENERAL CONDITIONS**

1. The contract budget is approved for the specified contract term. Only costs incurred within the contract period and properly liquidated are allowed.
2. Contractor will be reimbursed for eligible costs only; such costs must be in compliance with applicable federal and state cost standards as defined at 2 CFR Part 200 and State of CT OPM Cost Standards and Single Audit Act. Only costs necessary and reasonable for the proper administration and performance of services provided pursuant to this contract will be reimbursed.
3. Payments will be made electronically through ACH. Contractor must agree to ACH payments and provide the necessary bank details through the secure method established by CWP.
4. Participant incentives under the WIOA youth program are permitted. The Department of Labor has included the reference to 2 CFR 200 to emphasize that while incentive payments are allowable under WIOA, the incentives must be in compliance with the requirements in 2 CFR part 200. Incentives may not include entertainment, such as movie or sporting event tickets or gift cards to movie theaters or other venues whose sole purpose is entertainment. Additionally, under 2 CFR 200, there are requirements related to internal controls to safeguard cash which also apply to safeguarding of gift cards, which are essentially cash. Incentives are not allowable under the WIOA Adult or Dislocated Worker programs.
5. If the contract budget includes performance incentive payments to personnel, Contractor must submit its performance compensation plan to CWP for approval before billing for performance incentives.
6. By the 10<sup>th</sup> of each month, Contractor will submit to a separate monthly billing report for the previous month in the format approved or provided by CWP for the program, including copies of documentation supporting the expenses. Contractor must adhere to this time frame in order to receive timely reimbursements.
7. Contractor will submit a preliminary June invoice on June 10<sup>th</sup>.
8. Contractor will adhere to the approved line item budget at Exhibit C. Contractor may request, in writing, a variance from the approved personnel line item amounts. Variance from the approved rate and/or line item amount for administration, indirect, fees, or performance incentive is not allowed. Variance from the personnel line item, and any variance in non-personnel line item amounts that exceeds 20%, require written approval by CWP and a formal budget modification. All equipment purchases in excess of \$5,000 are subject to advance written approval by CWP. Requests for such purchases must be submitted in writing at least 30 days in advance. Mileage reimbursements are capped at the IRS rate. If there are changes in the IRS rate during the contract period, the reimbursement rate charged to the contract must be adjusted accordingly.
9. Administration is budgeted as specified in the contract, and is limited to the percentage and amount contained in the approved budget. Contractor will calculate the reimbursement request for administration as the approved percentage of the actual program expenditures during the billing period.
10. Contractor may request payment of its federally approved Indirect Cost Rate by submitting documentation from the cognizant federal agency. CWP will approve payment of the indirect cost rate in lieu of an administrative percentage, up to a negotiated maximum included in the approved budget. Contractor will calculate the reimbursement request for indirect costs as the approved percentage of

the actual direct personnel expenditures during the billing period or the method used in the approved Indirect Cost Rate Agreement, as appropriate. The amount shall not exceed the approved budget amount.

11. Contractor will allow CWP access to records and personnel for monitoring purposes and to meet any/all contract requirements including maintenance of contract records for seven (7) years after the completion of the contract obligations or the final payment under this contract, whichever is later.
12. As part of having an adequate system of internal control, Contractor will develop a separate ledger of accounts for the CWP contract and will report on an accrual basis. The general ledger must track all expenditures in accordance with approved budgets. The Contractor will maintain records of all reimbursable expenditures associated with the contract with documentation including appropriate receipts, invoices and copies of checks. Copies of documentation must be kept on file at the Contractor's location and be available for review by CWP.
13. Services provided under the terms of this contract are to be paid on a cost reimbursement basis. The Contractor should request reimbursement of line items once expenses are actually incurred. Invoices must reference the contract number on the cover page of this contract.
14. CWP will review and verify the accuracy of any bills for service submitted by Contractor. Discrepancies and/or adjustments will be communicated to the Contractor prior to payment.
15. CWP will conduct program and fiscal monitoring regularly, but not less than annually, during the contract period to:
  - a) Determine that the Contractor has an adequate system of internal control;
  - b) Determine whether or not there is compliance with provisions of the State and Federal Cost Standards and regulations, other applicable laws and regulations, and contract provisions;
  - c) Provide technical assistance to contractors as necessary and appropriate;
  - d) Ensure compliance with Federal Uniform Guidance, where applicable.
16. Agreement Closeout – Contractor shall be notified via mail 30 days from the contract end date with request for verification of closeout information. Contractor shall receive a Deobligation Letter with attached Contract Deobligation Form and Final Statement of Services performed/Contractor's Release Form. These reference forms must be completed and returned to CWP within 15 days of Deobligation Letter and Attachments receipt. Closeout of contract financial records shall be completed within 45-days from the end of the contract period. Failure to provide completed forms within 15 days discharges CWP, its officers, agents and employees of all liabilities and claims. Under these conditions CWP reserves the right to unilaterally modify this agreement by deobligation of its funding.
17. Subcontract Management (*if applicable*) - Contractor shall provide contract management for its subcontractors designated under this contract in accordance with its contract with CWP. Each of its subcontractors shall designate a staff member as coordinator and liaison for the services to the Contractor. All agreements with subcontractors must be in writing with required clauses and completed budget. All subcontractors shall submit a monthly invoice to the Contractor by 5th of the month indicating hours of service and service details as identified in this agreement. Contractor shall conduct on-site program and fiscal monitoring for its subcontracts in compliance with Federal Uniform Guidance.
18. In accordance with section II. 8. (c), contractor will comply with all federal and state audit requirements and will submit a copy of its audit to CWP no more than 6 months after the close of its fiscal year.

Exhibit F

Executive Orders

## **Executive Orders**

### **Executive Order Number Three**

This contract is subject to the Provisions of Executive Order Number Three of the Governor and as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner or CWP for violation of or noncompliance with said Executive Order Number Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order Number Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Contract is completed or terminated prior to completion.

The Contractor agrees as part consideration hereof, that this Contract is subject to the guidelines and rules issued by the State Labor Commissioner to implement Executive Order Number Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

### **Executive Order Number Seventeen**

The Contract is subject to the provisions of Executive Order Number Seventeen, Thomas J. Meskill, promulgated on February 15, 1973 and as such, this Contract may be canceled, terminated or suspended by the CWP or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Contract; and as part of the consideration hereof, the Contractor agrees that Executive Order Number Seventeen is incorporated herein by reference and made a part hereof. The parties agree that the CWP and the State Labor Commissioner shall have joint and continuing jurisdiction in regard to listing all employment openings with the Connecticut State Employment Service.

### **Executive Order Number Seven C**

The Contract is subject to the provisions of Executive Order Number Seven C (7C), of Governor Jodi Rell, promulgated July 13, 2006, concerning contracting reforms regarding gift and campaign contributions. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order Number Seven C is incorporated herein by reference and made a part hereof.

### **Executive Order Number Fourteen**

The Contract is subject to the provisions of Executive Order Number Fourteen (14) of Governor Jodi Rell, Promulgated April 17, 2006, concerning procurement of cleaning products and services.

### **Executive Order Number Sixteen**

The Contract is subject to the provisions of Executive Order Number Sixteen of Governor John G. Rowland concerning violence in the workplace. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order Number Sixteen is incorporated herein by reference and made a part hereof.

**Executive Order Number Forty Nine**

The Contract is subject to the provisions of Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the DOL or DAS shall provide a copy of these orders to the Contractor.

**Executive Order Number 7, et seq**

The Contract is subject to the provisions of Executive Order No. 7 of Governor Ned Lamont, promulgated March 12, 2020 for the purpose of protecting public health and safety during the COVID-19 pandemic, and all subsequent executive orders pertaining to the Contractor's operations.

EXHIBIT G

DEOBLIGATION POLICY

## CWP Policy and Procedure Manual

<b>Program:</b> Administrative	<b>Section:</b> 7-10
<b>Subject:</b> Contract De-obligation Policy	<b>Effective Date:</b> 8/14/17

- A. Purpose:** To provide more accurate budgeting, monitoring and fiscal management of Capital Workforce Partners (CWP) contracted funds.
- B. Policy/Procedure:** The following procedures are to be followed regarding the reporting, invoicing and monitoring of expenditures for CWP cost reimbursement contracts.

Subrecipients are required to report their expenditures monthly through the invoicing process, in accordance with the procedures detailed at Exhibit B. CWP will monitor expenditures against budget, assuming a consistent expenditure rate from month to month. Should a subrecipient plan for an expenditure rate that will vary from month to month, it may submit a quarterly expenditure projection for the following categories: (1) Personnel –covering all salary and fringe benefits associated with the contract; (2) Non-personnel –covering other expenses related to program delivery such as mileage, supplies, etc.; and (3) Subsidized Employment/Paid Work Experience – covering participant wage and fringe. The projection must be aligned with planned activities and service levels as described in the Scope of Services, must be accepted by the CWP program manager.

CWP subrecipients must record their monthly costs on an accrual basis. These costs are recorded on the CWP invoice form and submitted to CWP by the 10<sup>th</sup> day following the close of the previous month. Invoices are reviewed for accuracy, and to ensure that costs are reasonable, allowable and allocable before approval by program management staff and submission to the CWP Finance & Administration Department for payment.

On a quarterly basis, cumulative expenditures will be reviewed against either percentage of the contract period elapsed, or the Quarterly Contract Expenditure Plan as approved by CWP. If actual expenditures fall below 90% of the projected amount, the difference will be subject to formal de-obligation from the originally contracted amount. Only expenditures reported to CWP by timely submission of invoices will be recognized as incurred. Expenditures incurred but not billed on time will be subject to de-obligation.

The subrecipient must provide a written explanation of the cause of the under-expenditure during the quarter, and a detailed plan for meeting projected expenditures by the end of the following quarter. CWP may choose to waive the de-obligation policy for the quarter if it deems that the cause of the under-expenditure is unlikely to recur, and that the contractor's expenditure plan is acceptable. CWP will de-obligate the contract if it determines that reallocation of unspent funds will benefit other CWP programs and participants, regardless of the contractor's explanation and proposed expenditure plan.

CWP will notify the subrecipient of its intent to de-obligate the contract by the 30<sup>th</sup> of the month following the end of the quarter. A contract budget modification will be required, accompanied by a Quarterly Contract Expenditure Plan based on the modified budget.

CWP may de-obligate the contract at any time should it lose funding due to rescission or other circumstances outside its control.

EXHIBIT H

REPORTING SCHEDULE

Data will be entered into the CTHires and ETO systems in accordance with CWP policies, as directed by the Program Manager.

EXHIBIT I  
SUBCONTRACTOR ATTACHMENTS /  
CONTRACTS WITH SUBCONTRACTORS

No Subcontracts

EXHIBIT J

Policy for Protecting Personally Identifiable Information

# CWP Policy and Procedure Manual

<b>Program:</b> CWP General Policy and Procedures	<b>Section:</b> 2-20 page 2
<b>Subject:</b> Protecting Personally Identifiable Information (PII)	<b>Effective Date:</b> 7/1/14

## Safeguarding of Personally Identifiable Information and Individual Data in Electronic Data Systems

This is an overview of the requirements governing the safeguarding of individual data stored in electronic data systems to which the employees of CWP, its subrecipients, and contractors have access. These systems store data pertaining to program participants and clients receiving services from CWP programs, through its agents, subcontractors and related entities.

### General

Information concerning program participants and clients is considered confidential and may not be released or used for any purpose other than one directly connected with the administration of the program. An example of a permissible release is a referral to a service provider with information concerning the participant relevant to performing the service, such as the provision of test scores to an adult education program provider. Information may also be released when the participant authorizes disclosure.

### Personally Identifiable Information (PII)

Information contained in the electronic systems to which the employees of CWP, its subrecipients, and contractors have access may contain Personally Identifiable Information (PII). PII is defined by the federal Office of Management and Budget (OMB) as information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. USDOL has identified two types of PII – Protected and Non-Sensitive. The differences between protected PII and non-sensitive PII are primarily based on analysis regarding the "risk of harm" that could result from the release of the PII.

- **Protected PII:** Information that if disclosed could result in harm to the individual whose name or identity is linked to that information. Examples: social security numbers, credit card and bank account numbers, home telephone numbers, ages, birthdates, marital status, spouse names, educational history, biometrics (fingerprints, voice prints, iris scans, etc.), medical history, financial information, computer password, etc.
- **Non-Sensitive PII:** Information that if disclosed, by itself, could not reasonably be expected to result in personal harm as it is not linked or closely associated with any protected or unprotected PII. Examples: first and last names, e-mail addresses, business addresses and telephone numbers, general education credentials, gender, race, etc. However, depending on the circumstances, a combination of such items may combine could potentially be categorized as protected or sensitive PII.

To illustrate the connection between non-sensitive PII and protected PII, the disclosure of a name, business e-mail address or business address most likely will not result in a high degree of harm to an individual. However, a name linked to a social security number, date of birth, and mother's maiden name could result in identity theft. This demonstrates why protecting the information of our program participants is so important.

Any breach or suspected breach of PII must be reported to the immediate supervisor and to the CWP Compliance & Accountability Administrator.

## CWP Policy and Procedure Manual

<b>Program:</b> CWP General Policy and Procedures	<b>Section:</b> 2-20 page 2
<b>Subject:</b> Protecting Personally Identifiable Information (PII)	<b>Effective Date:</b> 7/1/14

### **Use of Contract Related Electronic Data Systems**

Section 53a-251 of the Connecticut General Statutes contains provisions concerning computer crime. It states that a person is guilty of a computer crime if he or she accesses a computer system without authorization, accesses or causes to be accessed or otherwise uses or causes to be used a computer system with the intent to obtain unauthorized computer services, causes a disruption of computer services, damages or destroys any equipment used in a computer system, or misuses computer system information. Misuse of computer information includes the situation when a person accessing or causing to be accessed a computer system intentionally makes or causes to be made an unauthorized display, use, disclosure or copy, in any form, of data residing in, communicated by or produced by a computer system.

It is very important to not disclose a password to anyone or allow access to anyone who has not been authorized to access the system. Always log out of any of the electronic data systems to which you have access pursuant to this Contract when stepping away from your work area.

No confidential data obtained from any of these systems may be placed or stored on any mobile computing or mobile storage device.

- Mobile computing devices include but are not limited to: notebooks, laptops, palmtops, PDAs, iPods, Blackberry devices, cell phones and tablets with internet browsing capability, etc.
- Mobile storage devices include, but are not limited to: mobile computing devices, diskettes, magnetic tapes, external/removable hard drives, flash cards (e.g. SD, Compact Flash, etc.), thumb drives (USB keys), jump drives, compact disks, digital video disks, etc.

The transmission of confidential data via email is strictly prohibited.

### **Further Information**

Questions concerning compliance with this policy may be addressed to the CWP Compliance & Accountability Administrator.

Exhibit K  
State of Connecticut General  
Terms and Conditions

### Part III. GENERAL CONDITIONS

#### 1. GENERAL DEFINITIONS.

- (a) "**Bid**" shall mean a bid submitted in response to a Solicitation.
- (b) "**Claims**" shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
- (c) "**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 DOL 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.
- (d) "**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 DOL, the Contractor, or the State.
- (e) "**Contract**" shall mean this agreement, as of its Effective Date, between the Contractor and the DOL, which establishes a binding legal relationship obligation. As used herein, the term "Contract" shall be synonymous with the terms "agreement" and "grant."
- (f) "**Contractor**" shall mean a person or entity who submits a Bid, if applicable, and who executes a Contract. As used herein, the term "Contractor" shall be synonymous with the term "grantee."
- (g) "**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 and the Contractor intends for such other person or entity to perform under the Contract in any capacity.
- (h) "**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.
- (i) "**Department of Labor**" or "**DOL**" shall mean the Labor Commissioner of Connecticut. As used herein the term "Department of Labor" or "DOL" shall be synonymous with the term "grantor."
- (j) "**Goods**" shall mean all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation, if any, and this Contract.
- (k) "**Records**" shall mean all working papers and such other information and materials as may have been accumulated 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, including without limitation, paper or electronic form.
- (l) "**Services**" shall mean the performance of labor or work, as specified in the Solicitation, if any, and the Contract.
- (m) "**Solicitation**" shall mean a State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services ("**DAS**"), even if the DOL has statutes, regulations and procedures which overlap DAS's. However, to the extent that the DOL has statutes, regulations or procedures which the DOL determines in its sole discretion to be inconsistent with DAS's, the DOL's shall control over those of DAS's. The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into the Contract in its entirety, but, rather, it is incorporated into the Contract only to the extent specifically stated in this Contract.
- (n) "**State**" shall mean the State of Connecticut, including the DOL and any office, department, board, council, commission, institution or other agency of the State.
- (o) "**Termination**" shall mean an end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
- (p) "**Title**" shall mean all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

2. **EFFECTIVE DATE.** This Contract shall become effective only as of the date of signature by the DOL's authorized official(s) and, where applicable, the date of approval by the Attorney General. Upon such execution, this contract shall be deemed effective for the entire term specified on the contract face page.

3. **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 DOL. The DOL may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by the DOL for a breach is without prejudice to the DOL's or the State's rights or possible Claims.

4. **TERMINATION.**

(a) **Termination in the Best Interests of the State** - Notwithstanding any provisions in this Contract, the DOL, through a duly authorized employee, may Terminate the Contract whenever the DOL makes a written determination that such Termination is in the best interests of the State. The DOL 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.

(b) **Termination due to Breach of the Contract** - Notwithstanding any provisions in this Contract, the DOL, 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.

- (c) **Termination due to Violation of Representations and Warranties** – For breach or violation of any of the provisions in the section concerning Representations and Warranties, the DOL 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.
- (d) **Termination for Reduction or Termination of Funds** - The DOL reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.
- (e) **Termination Procedures** –
  - (1) The DOL shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the DOL for purposes of correspondence, or by hand delivery. Upon receiving the notice from the DOL, 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 DOL all Records. The Records are deemed to be the property of the DOL and the Contractor shall deliver them to the DOL 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 DOL 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.
  - (2) Upon receipt of a written notice of Termination from the DOL, the Contractor shall cease operations as the DOL directs in the notice, and take all actions that are necessary or appropriate, or that the DOL may reasonably direct, for the protection, and preservation of the Goods, funds and any other property under this contract. Except for any work which the DOL 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.
  - (3) The DOL shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its performance rendered and accepted by the DOL in accordance with the terms of this Contract, 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 DOL is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the DOL, the Contractor shall assign to the DOL, or any replacement contractor which the DOL designates, all subcontracts, purchase orders and other commitments, deliver to the DOL 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 DOL may request.
- (f) **Effect of Termination** -
  - (1) 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.

(2) The DOL reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the Contract is Terminated by either party.

(3) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the DOL.

#### **5. COST MODIFICATIONS.**

- (a) The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
- (b) Notwithstanding any provisions in this Contract, the DOL reserves the right to reallocate or reduce the Contract award at any time in the event that: (1) the Contractor deviates from the project plans as detailed in the Contract; or (2) the Contractor's expenditure rate is not in compliance with applicable law, regulation, or DOL policies and procedures; or (3) the Governor, the General Assembly, or the Office of Policy and Management rescinds, reallocates, or in any way reduces the total amount budgeted for operation of the program during the fiscal year for which such funds are withheld, or (4) federal funding reductions result in reallocation of funds.

- #### **6. BREACH.**
- If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such 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 Termination 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 Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the DOL believes that the Contractor has not performed according to the Contract, the DOL may withhold payment in whole or in part pending resolution of the performance issue, provided that the DOL notifies the Contractor in writing prior to the date that the payment would have been due under the terms of the Contract.

#### **7. WAIVER.**

- (a) 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.

- (b) A party's failure to insist on strict performance of any provision 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.

**8. INDEMNIFICATION.**

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "**Acts**") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts 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 of this Contract.
- (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 other person or entity 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 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) 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 additional insured endorsement to the policy to the DOL prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the DOL. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the DOL 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.

- 9. **FORUM AND CHOICE OF LAW.** The parties deem the Contract 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.

- 10. **SETOFF.** In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.

**11. FORCE MAJEURE.**

- (a) The parties shall not be excused from their respective Contract obligations except in the case of Force Majeure Events and as otherwise provided for in this Contract.
- (b) If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Contract, then that failure to comply will not constitute a breach if (1) that party uses reasonable efforts to comply; (2) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (3) that party complies with its obligations under subsection (c) of this section.
- (c) If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under the Contract, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its obligations under this Contract.
- (d) Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in performance or obligations.
- (e) "**Force Majeure Events**" shall mean strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

- 12. **AMERICANS WITH DISABILITIES ACT.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DOL may Terminate the Contract if the Contractor fails to comply with the Act.

**13. REPRESENTATIONS AND WARRANTIES.** The Contractor, represents and warrants to DOL for itself and Contractor Parties, that:

- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and performance of the Contract and have the power and authority to execute, deliver and perform their obligations under the Contract;
- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the DOL under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
- (c) the execution, delivery and performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, 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;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Contractor or 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;
- (j) they shall disclose, to the best of their knowledge, to the DOL in writing any Claims involving them 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. For purposes of the Contractor's obligation to disclose any Claims to the DOL, the ten (10) Days in the section of this Contract concerning disclosure of Contractor Parties

- litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and performance in accordance with all of the terms of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the DOL, such information as the DOL may require to evidence, in the DOL's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the DOL upon complete installation, testing and acceptance of the Goods or Services and payment by the DOL; and
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the DOL all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the DOL.

**14. REPRESENTATIONS AND WARRANTIES CONCERNING MOTOR VEHICLES.** If in the course of performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("**ConnDMV**") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV , for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's

applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in Section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

**15. AMENDMENTS; SUPREMACY AND ENTIRETY OF CONTRACT.**

No amendment to or modification of this Contract shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all purchase orders, product schedule updates, statements of work or other documents authorized in connection with this Contract shall be subject to the terms of this Contract. This Contract contains the complete and exclusive statement of the terms agreed to by the parties.

**16. EXHIBITS.** All exhibits referred to in and/or attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

**17. 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 Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

**18. NON-DISCRIMINATION.**

- (a) For purposes of this Section, the following terms are defined as follows:
  - i. "**Commission**" shall mean the Commission on Human Rights and Opportunities;
  - ii. "**Contract**" and "**contract**" shall include any extension or modification of the Contract or contract;
  - iii. "**Contractor**" and "**contractor**" shall include any successors or assigns of the Contractor or contractor;
  - iv. "**Gender identity or expression**" shall mean a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
  - v. "**good faith**" shall mean that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
  - vi. "**good faith efforts**" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
  - vii. "**marital status**" shall mean being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
  - viii. "**mental disability**" shall mean one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
  - ix. "**minority business enterprise**" shall mean any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

- x. "public works contract" shall mean any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as

relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

**19. WHISTLEBLOWING.** This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

**20. NOTICE.** 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 referred to herein as "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be mailed to the party at its address specified on the contract face page.

**21. INSURANCE.** Before commencing performance of this Contract, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (e) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

- (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired

and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

- (c) Professional Liability: \$1,000,000 limit of liability. If professional liability insurance does not typically apply to the contractor's line of business then this insurance is not required.
- (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- (e) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

**22. HEADINGS.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

**23. NUMBER AND GENDER.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

**24. PARTIES.** To the extent that any Contractor Party is to participate or perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties," as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the term "Contractor."

**25. CONTRACTOR CHANGES.** The Contractor shall notify the DOL in writing 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 of this Contract.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The DOL, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to the DOL's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the DOL in accordance with the terms of the DOL's written request. The DOL 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.

**26. FURTHER ASSURANCES.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the

provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

**27. AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS.**

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, 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.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents. The State and its agents shall also have timely and reasonable access to the Contractor's and Contractor's Parties personnel for the purposes of interviews and discussions related to the Records and performance of this Contract.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this agreement shall be clearly identified and readily accessible.
- (h) The Contractor shall comply with all state and federal auditing requirements. This includes, unless and to the extent specifically exempted by law, the requirement of Conn. Gen. Stat. Section 7-396a that the Contractor shall provide for an audit acceptable to the Department of Labor as defined in the "Department of Labor Audit Policy" on file at the Department of Labor.
- (i) The Grantee receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Grantee receiving

state funds must comply with the Connecticut General Statute Section 7-396a, and the State Single Audit Act, 4-230 through 236 inclusive, and regulations promulgated thereunder. The Grantee agrees that all Records pertaining to the project shall be made available to the State and/or federal auditors upon request. The Contractor shall submit the final audit report in accordance with applicable schedules to:

CT Department of Labor  
Business Management Division  
Contract Accounting Unit  
200 Folly Brook Boulevard  
Wethersfield, CT 06109

The audit submitted shall be accompanied by a resolution report for all findings cited in the audit.

- (j) At any time prior to final payment under this Contract, the DOL may have the invoices and detailed statement of costs examined. All current and prior payments shall be subject to reduction for amounts found not to constitute an allowable cost.
- (k) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

**28. BACKGROUND CHECKS.** The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

**29. CONTINUED PERFORMANCE.** The Contractor and Contractor Parties shall continue to perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

**30. WORKING AND LABOR SYNERGIES.** The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

**31. CONTRACTOR RESPONSIBILITY.**

- (a) The Contractor shall be responsible for the entire performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

32. **SEVERABILITY.** If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
33. **CONFIDENTIAL INFORMATION.** The DOL will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the DOL receives. However, all materials associated with the bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("**FOIA**") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "**CONFIDENTIAL**", the DOL will endeavor to keep said information confidential to the extent permitted by law. The DOL, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the DOL or the State have any liability for the disclosure of any documents or information in its possession which the DOL believes are required to be disclosed pursuant to the FOIA or other requirements of law.
34. **REFERENCES TO STATUTES, PUBLIC ACTS, REGULATIONS, CODES AND EXECUTIVE ORDERS.** All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.
35. **CROSS-DEFAULT.**
- (a) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under the Contract, then the DOL may, in its sole discretion, without more and without any action whatsoever required of the DOL, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("**Other Agreements**") that the Contractor or Contractor Parties have with the DOL. Accordingly, the DOL may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the DOL, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all other agreements with the DOL or the State, then the DOL may, in its sole discretion, without more and without any action whatsoever required of the DOL, treat any such event as a breach, default or failure to perform under the Contract. Accordingly, the DOL may then exercise at its sole option any and all of its rights or remedies provided for in the other agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the DOL or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Contract.
36. **DISCLOSURE OF RECORDS.** This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.
37. **SUMMARY OF STATE ETHICS LAWS.** Pursuant to the requirements of Section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to Section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
38. **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.
39. **TIME OF THE ESSENCE.** Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

**40. CERTIFICATION AS SMALL CONTRACTOR OR MINORITY BUSINESS ENTERPRISE.** The Contractor shall be in breach of this Contract if the Contractor is certified as a "small contractor" or a "minority business enterprise" under Conn. Gen. Stat. § 4a-60g and that certification lapses during the term of this Contract.

**41. CAMPAIGN CONTRIBUTION RESTRICTION.** For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached hereto and incorporated by reference.

**42. 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 DOL or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
  - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the DOL 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 DOL 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 DOL, any State of Connecticut entity or any affected individuals.

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

**43. AUDIT REQUIREMENTS FOR RECIPIENTS OF STATE FINANCIAL ASSISTANCE.**

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 DOL 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.

**44. ADVERTISING; CREDITS AND RIGHTS IN DATA.**

- (a) The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the DOL's prior written approval.
- (b) If the Contractor receives any funds related to grants or Services under this Contract from the State or the federal government, all documents, reports, and other publications for public distribution during or resulting from the performance of this Contract shall include a statement acknowledging the financial support of the State and the department and, where applicable the federal government, unless expressly waived in writing by the DOL. All such publications shall be released in conformance with applicable federal and state law and all regulations and contractual provisions 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 the DOL, unless the DOL or its agents co-authored said publication and said release is done with the prior written approval of the Commissioner of the DOL. Any publication shall contain the following statement: "This publication does not express the views of the Connecticut Department of Labor or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this Contract, unless expressly authorized in writing by the DOL. The DOL or federal government where applicable shall have the right to publish, duplicate, use and disclose all such data in any manner, and may authorize others to do so. The DOL 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 DOL of such data.

"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, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, 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.

**45. FACILITY STANDARDS AND LICENSING COMPLIANCE.** The DOL may refuse to make payments under the terms of this Contract for Services for any period of the term of this Contract during which the Contractor is found to have violated applicable local and state licensing, zoning, building, health, fire and safety regulations, ordinances, standards and criteria of pertinent authorities unless the Contractor is formally contesting the authority to require such standards, regulations, ordinances, and criteria or unless the Contractor has submitted a corrective action plan to the DOL and the DOL has approved the plan in writing.

**46. DEFAULT BY THE CONTRACTOR.** If the Contractor defaults as to or otherwise fails to comply with any of the conditions of this Contract the DOL may: (a) withhold payments until the default is resolved to the satisfaction of the DOL; (b) temporarily or permanently discontinue Services under this Contract; (c) require that unexpended funds be returned to the DOL; (d) assign appropriate state personnel to execute the Contract until such time as the contractual defaults have been corrected to the satisfaction of the DOL; (e) require that contract funding be used to enter into a sub-contract arrangement with a person or persons designated by the DOL in order to bring the program into contractual compliance; (f) terminate the Contract in accordance with Section 4 (Termination); (g) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) under this Contract or both; or (h) any combination of the above actions. In addition to the rights and remedies to the DOL by this Contract, the DOL shall have all others rights and remedies granted to it by law in the event of or default by the Contractor under the terms of this Contract.

**47. DISPUTES.**

Except as otherwise provided in the Contract, any dispute covering a question of fact arising under this Contract, which is not disposed of by agreement, shall be decided by the Commissioner of the DOL or the Commissioner's designee, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the DOL shall be final and conclusive.

**48. PURCHASES.**

- (a) The Contractor agrees to use its best efforts to obtain all supplies and equipment, for use in the performance of this Contract, at the lowest practical cost. When appropriate, the DOL will supply equipment costs to the Contractor in order to assist the Contractor in the procurement of supplies and equipment.
- (b) The Contractor agrees to establish and keep an inventory account in the form and manner prescribed by the DOL. The Contractor also agrees to provide the DOL with a detailed inventory report, at such time and in the form and manner prescribed by the DOL, identifying all of the following property (each, a "capitalized asset") acquired with funds from this Contract: (1) real property, and (2) personal property, whether tangible or intangible, having a value of \$5,000 or more and a useful life in excess of one year. For audit purposes, the Contractor further agrees to establish and keep a list of tangible personal property having a value

of less than \$5,000 and/or a useful life of less than one year if such property is designated as "controllable property" by the DOL.

- (c) Title to all capitalized assets and controllable property acquired with funds from this Contract shall remain in DOL.
- (d) The Contractor agrees to maintain all capitalized assets and controllable property in good condition and to implement adequate safeguards to prevent the loss, damage, theft or misuse of any capitalized asset or controllable property.

**49. LEASE EQUIPMENT – ASSIGNABILITY.**

- (a) The Contractor agrees that in the event it enters into any lease agreement(s) for the use of personal property in performance of this Contract with funds provided under this Contract, the Contractor shall provide the DOL with a copy of any and all such lease agreement(s) immediately upon the execution of said lease agreement(s).
- (b) At the direction of the DOL, the Contractor agrees to assign any and all rights and/or interests to said personal property provided under such lease agreement(s) to DOL, including, but not limited to, options to purchase any equipment subject to such lease agreement(s).
- (c) The DOL shall have the right to direct the Contractor to assign any and all rights and/or interests to personal property provided under such lease agreement(s) at any time during the term of this Contract.

**50. FINANCIAL MANAGEMENT SYSTEM.**

The Contractor agrees to maintain a financial management system which will provide accurate, current, and complete disclosure of the financial results of each program funded under this Contract and to submit reports to the DOL.

**51. LITIGATION.**

- (a) 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 Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.
- (b) 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.

**52. LIMITATION OF COST.**

- (a) It is expressly understood and agreed that in no event will the total amount to be paid to the Contractor under this Contract exceed the contract amount set forth on the face page of this Contract.
- (b) The Contractor shall conform to the line item category set forth in the Budget Summary, and as to each line item shall expend no more than the amount set forth in said provision, except upon the written consent of the DOL.
- (c) Such funds will generally be made available by the DOL to the Contractor on a reimbursable basis, for eligible costs which are defined as being those costs which are necessary and reasonable for the proper administration and performance of Services to be provided under this Contract. However, if the DOL finds that the Contractor is unable to function on such a basis, the DOL may provide funds to the Contractor for eligible costs on either an advance or working capital advance basis, as prescribed by DOL policy and procedures.

(d) It is expressly understood and agreed that the Contractor shall maintain ultimate liability for expenditures made under the grant. This provision shall not be construed to limit the prerogative of the Contractor to pass liability through Contract or written agreement in accordance with Section 47 (Disputes).

**53. PAYMENT.**

Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by the State.

**54. REFUNDS.**

The Contractor agrees that any refunds, rebates, credits or other amounts accruing to or received by the Contractor under this Contract shall be paid by the Contractor to the DOL to the extent that they are properly allocable to costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Contract, within sixty (60) calendar days from the termination of this Contract.

**55. POLITICAL ACTIVITIES.**

No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Contract with (1) any partisan or non-partisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office, (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election, or (3) any voter registration activity. In addition, the Contractor further agrees to the limitations of the Hatch Act (5USC 1502(a), 18 USC 595) when Federal funds are involved.

**56. PROGRAM REPORTING.**

- (a) The Contractor agrees to provide, at the request of the DOL, periodic progress reports relating to the general status of program client(s) placed under this Contract, if applicable. The Contractor further agrees to respond to any such request with reasonable promptness.
- (b) The DOL reserves the right to withhold payments for Services performed under this Contract if the DOL has not received on a timely basis acceptable progress reports, expenditure reports, refunds and/or audits as required for any and all contracts the Contractor has entered into with the DOL.

**57. LAYOFF CERTIFICATION.**

The Contractor agrees that no program client will be employed pursuant to this Contract in a job from which an employee of said Contractor has been laid off and still holds recall rights pursuant to a collective bargaining agreement or published employer policy, or where there is no collective bargaining agreement or policy governing recall rights, that the Contractor shall not hire a program client for a job from which an employee had been laid off within the past year.

The Contractor further agrees that it shall not terminate the employment of any of its employees or otherwise reduce its workforce with the intention of filling a vacancy so created with a program client hired pursuant to this Contract.

**58. ACKNOWLEDGEMENT.**

The Contractor acknowledges that any program client employed pursuant to this Contract is an employee for state and federal labor law purposes. The Contractor agrees to comply with such laws.

**59. PERFORMANCE AND MONITORING.**

- (a) The DOL shall monitor the Contractor's overall performance of this Contract, inform the Contractor of any specific program deficiencies, and make requests for corrective action when necessary.
- (b) The Contractor agrees to cooperate with the DOL by providing any performance reports or information requested by the DOL for the purposes of evaluating the activities funded by this Contract. A time schedule for regular reporting will be determined by the DOL.

**60. CONTRACTING VEHICLE.**

The Solicitation, if applicable, may involve an invitation to bid, request for proposals, request for information or request for quotes, each of which may be governed by different statutory, regulatory and administrative procedures. ALTHOUGH THIS CONTRACT USES THE TERMS "SOLICITATION" AND "BID," ITS USE OF THOSE TERMS IS INTENDED ONLY FOR PURPOSES OF CONVENIENCE AND SHALL NOT BE DEEMED TO BE A CONTROLLING STATEMENT AS TO THE TYPE OF SOLICITATION USED OR THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES. THE IDENTIFICATION IN THE SOLICITATION OF THE PARTICULAR PROCUREMENT VEHICLE THE STATE IS USING TO SOLICIT GOODS OR SERVICES SHALL CONTROL. Therefore, if the Solicitation identifies the procurement vehicle as something other than an Invitation to Bid, the terms "Solicitation" and "Bid," as used in this Contract shall be read to mean "Request for Proposals," "Proposal" and "Proposer" or to mean such other terms as are consistent with the Solicitation in order to preserve the integrity of the statutory, regulatory and procedural distinctions among the various procurement vehicles and their corresponding principles.

October 1, 2019

**\*\*\*THE NOTICE REGARDING CAMPAIGN CONTRIBUTION RESTRICTIONS ON THE FOLLOWING TWO PAGES OF THESE GENERAL CONDITIONS APPLIES ONLY TO CONTRACTS HAVING A VALUE IN A CALENDAR YEAR OF \$50,000 OR MORE OR A COMBINATION OR SERIES OF AGREEMENTS OR CONTRACTS HAVING A VALUE OF \$100,000 OR MORE.\*\*\***



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

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

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

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

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

### CONTRACT CONSEQUENCES

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

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

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

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



## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

**EXHIBIT L**

**WIOA SPECIFIC TERMS**

## **WIOA PY 2019 DESCRIPTION OF SERVICES AND SPECIFIC TERMS**

**Rev. 05/20/2019**

### **Summary**

The federal Workforce Innovation and Opportunity Act (“WIOA”) Public Law 113-128 is designed to help job seekers access employment, education, training, and support services to succeed in the labor market as well as to match employers with the skilled workers they need to compete in the global economy. The WIOA program requires that:

- training and employment programs be designed and managed at the local level where needs of employers and those hired are best understood;
- employment, education, training and information services are located at a single, local site (“American Job Center” or **AJC**);
- customers have choice in selecting training programs and control over their respective career development, and
- area businesses become WIOA program partners to provide information and leadership needed to prepare persons for current and future jobs.

WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. Amongst other provisions, WIOA sets standards for training service providers, provides a funding mechanism for states and local Workforce Development Boards (“**WDBs**” also known as the Contractor), sets forth participant eligibility criteria, and authorizes a broad array of services for three target populations (Adults, Youth and Dislocated Workers). It also authorizes certain state-wide activities and a system of accountability so that customer needs are met.

The United States Department of Labor Employment and Training Administration (“**USDOL ETA**”) provides funding to States, each of which has a State Board, and States in turn fund local WDBs, which develop local policy and subcontract with AJC providers for direct services to program participants. Local WDBs are encouraged to establish standing committees to provide information and to assist the local board in carrying out activities under WIOA Section 107.

There are five (5) WDBs in Connecticut, each of which is required to have a Four-Year Local Plan, subject to state board approval. The Connecticut Department of Labor (“**CTDOL**”) sets state policy and determines funding allocations to WDBs, based on the WIOA and guidance from USDOL ETA. WDBs set local policy within parameters established by the WIOA, and implement the WIOA program through the AJCs.

This contract between the CTDOL and the WDB cited on the Face Sheet in Part I, provides funding to the Contractor to:

- implement the WIOA program including the provision of WIOA services through the AJC,
- monitor workforce investment system outcomes using established performance measures, and
- report to CTDOL and USDOL ETA on WIOA program outcomes.

## Implementation

The Contractor shall adhere to and comply with the provisions of Title I of the federal Workforce Innovation and Opportunity Act (“WIOA”), Public Law 113-128 (2014) (“law”); and all regulations and policies promulgated thereunder.

Pursuant to such law and regulations, the Contractor shall implement the workforce development system in its respective local area as follows:

- organize, convene and operate its Board of Directors (as appointed by local elected officials per WIOA) and standing committees (as applicable);
- develop and update the WDB’s local WIOA program policies consistent with WIOA law and regulations as well as guidance issued by the USDOL ETA and CTDOL;
- develop and use the AJC system to provide employment, education and training and other services to WIOA program participants, as follows:
  1. administer WIOA eligibility, enrollment, registration and services for program participants;
  2. comply with WIOA reporting requirements using the state’s management information system and WIOA program reporting formats as provided under this contract;
  3. work with CTDOL to establish performance accountability measures;
  4. budget funding allocated by the CTDOL under this contract to provide services under and according to the three (3) WIOA funding streams:
    - Adults,
    - Dislocated Workers, and
    - Youth;
  5. use funding provided under this contract to sub-contract with an AJC Operator to provide all mandated WIOA services, including but not limited to:
    - career and training services;
    - employment-related services including but not limited to labor market information, information about local education and training service providers, job search assistance, job placement assistance, career counseling;
    - assistance in accessing and making referrals to services from other federal and state agencies including but not limited to social services and public assistance [e.g. SNAP (aka Food Stamps), TANF (Temporary Assistance for Needy Families), JFES (Jobs First - Employment Services), etc.], vocational rehabilitation, etc.;
    - supportive and follow-up services;
    - coordination of WIOA programs with WIOA partners including but not limited to CTDOL, state and federal agencies, the local business community, community colleges, youth service providers, area businesses, labor organizations, community

- organizations, local elected officials, employers, training providers and economic development agencies;
- serve the number of participants in each funding stream according to the service delivery plan submitted under this contract and approved by CTDOL;

### **Reporting**

The Contractor shall submit to CT DOL any fiscal and/or programmatic reports, including CT HIRES data reports determined necessary by DOL in a manner and format prescribed by DOL.

### **Subrecipient Monitoring and Oversight**

As required under the law and regulations, the Contractor shall:

- conduct regular, periodic program and financial monitoring of its subcontractors funded under this contract;
- cooperate with periodic CTDOL and USDOL ETA program and financial monitoring;
- conduct such services in full compliance with and adherence to USDOL ETA and CTDOL policies and other direction and guidance as provided by CTDOL and USDOL ETA.

### **Financial**

The Contractor shall request CTDOL approval for any budget revisions under the contract, and comply with CTDOL's cash management policy and USDOL ETA guidelines and requirements.

Payment made by CTDOL to the Contractor under this contract shall not exceed the amount cited on Part I, Face Sheet.

Payment made under this contract is subject to CTDOL review and approval of invoices and requests for Cash, pursuant to CTDOL's cash management policy, in addition to applicable state and federal protocols, procedures and requirements such as the state Office of Policy and Management (OPM) and the federal Office of Management and Budget (OMB).

**Frequency of billing.** The Contractor must submit invoices from the previous month expenditures by the 10<sup>th</sup> calendar day of each month. Invoices shall be accompanied by such supporting documentation as prescribed by CT DOL to reflect the transactions occurring during the month requesting reimbursement.

**Closeout.** The Contractor shall reconcile and provide verification with the Final Close-Out Report confirming all Subcontractor accounts have been reconciled prior to the Contractor's submission of the Final Close-out Report to CT DOL. CT DOL shall provide the Contractor with the designated form. Final closeout packages are due within 60 days of the contract end date.

**Cost Accounting Standards for the purchase of Services (POS).** The Contractor shall adhere to and comply with the State of Connecticut Cost Accounting Standards for the POS as issued by the Connecticut Office of Policy and Management (OPM). (For the manual, refer to [OPM: POS Cost Standards](#).)

## **FEDERAL ASSURANCES AND CERTIFICATIONS**

- A. The Contractor assures and certifies that it will comply with the requirements of WIOA and all regulations and policies promulgated thereunder including but not limited to those referenced here.
- B. Specifically the Contractor assures and certifies that:
- (1) It will follow the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," which are codified at 2 CFR Part 200 and 2 CFR Part 2900.
  - (2) It possesses and will maintain adequate safeguards for the protection of federal funds.
  - (3) No excess cash will be kept on hand and that procedures exist for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements.
  - (4) It possesses the legal authority to apply for the grant as required by Title I of WIOA.
  - (5) All procurement contracts and other transactions between WDBs and units of State or local governments are conducted only on a cost reimbursement basis. No provision for profit is allowed. (WIOA Sec. 184(a)(3)(B))
  - (6) In addition to the requirements at 29 CFR 95.42 or 29 CFR 97.36(b)(3) (as appropriate), which address codes of conduct and conflict of interest issues related to employees:
    - (i) A Local Board member or member of a standing committee may not vote on a matter under consideration by the Local Board regarding the provision of services by such member (or by an entity that such member represents), or that would provide direct financial benefit to such member or the immediate family of such member, or engage in any other activity determined by the Governor to constitute a conflict of interest as specified in the State plan.
    - (ii) Neither membership on the local board or a standing committee nor the receipt of WIOA funds to provide training and related services, by itself, violates these conflict of interest provisions.
  - (7) The addition method described at 29 CFR 95.24 or 29 CFR 97.25(g)(2), and 2 CFR 200.307 (b) (as appropriate) must be used for all the program income earned under WIOA Title I grants or contracts. When the cost of generating program income has been charged to the program, the gross amount earned must be added to the WIOA program. However, the cost of generating program income must be subtracted from the amount earned to establish the net amount of program income available for use under the grants or contracts when these costs have not been charged to the WIOA program.
  - (8) Any excess of revenue over costs incurred for services provided by a governmental or non-profit entity must be included in program income (WIOA Sec. 194(7)(A) and (B).)

- (9) On a fee-for-service basis, employers may use local area services, facilities, or equipment funded under Title I of WIOA to provide employment and training activities to incumbent workers:
  - (i) When the services, facilities, or equipment are not being used by eligible participants;
  - (ii) If their use does not affect the ability of eligible participants to use the services, facilities, or equipment; and
  - (iii) If the income generated from such fees is used to carry out programs authorized under Title I of WIOA.
- (10) All recipients of WIOA Title I funds that expend more than the minimum amounts specified in 2 CFR 200, Subpart F (\$750,000) in Federal awards during their fiscal year must have a program specific or single audit conducted in accordance with 2 CFR 200, Subpart F.
- (11) For programs funded under Sections 127 or 132 of WIOA, for those selected items of cost that require prior approval, the Contractor shall request such approval from the Connecticut Department of Labor.
- (12) The Contractor will comply with the government-wide requirements for debarment and suspension in accordance with Executive Orders 12549 and 12689, and the government-wide requirements for a drug-free workplace codified at 29 CFR Part 98.
- (13) The Contractor will comply with the restrictions on lobbying, which are codified at 31 U.S.C. 1352.
- (14) The Contractor will comply with the nondiscrimination and equal opportunity provisions of WIOA Sec. 188, as amended, and implementing regulations including but not limited to 29 CFR part 38, for applicants of financial assistance under Title I of WIOA. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws as amended from time to time:
  - (i.) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States;
  - (ii.) Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the bases of race, color and national origin;
  - (iii.) Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination against qualified individuals with disabilities;
  - (iv.) The Age Discrimination Act of 1975 which prohibits discrimination on the basis of age;

- (v.) Title IX of the Education Amendments of 1972 which prohibits discrimination on the basis of sex in education programs and activities; and
- (vi.) Title II of the Genetic Information Nondiscrimination Act of 2008, which prohibits discrimination against employees or applicants because of genetic information.

The Contractor also assures that it will comply with all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIOA Title I-financially assisted program or activity. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

- (15) Title VI of the Civil Rights Act of 1964, as amended from time to time, prohibits recipients and sub-recipients from discriminating on the basis of race, color, or national origin. Discrimination on the basis of national origin can occur if a recipient or sub-recipient does not provide appropriate language assistance to LEP (Limited English Proficient) individuals because these individuals, whose language is usually tied to their national origin, will not have access to the same benefits, services, information, or rights that the recipient provides to everyone else. Thus, in certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally assisted programs and activities may violate Title VI and its regulations prohibiting national origin discrimination.
- (16) No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual. To the extent that an applicable local legal requirement regarding nepotism is more restrictive than this provision, such local requirement must be followed.
- (17) Of the amount allocated to a local area for a fiscal year under Sections 128(b) and 133(b) of the WIOA, not more than 10 percent of the amount may be used by the local board involved for the administrative costs of carrying out local workforce investment activities under Chapter 2 or Chapter 3 of the WIOA. Administrative funds from the three formula funding streams awarded under WIOA Subtitle B may be pooled and used together for administrative costs for any of the three programs, at the Contractor's discretion per WIOA Section 128(b)(4).
- (18) A Contractor that has not previously established an indirect cost rate with a federal agency must submit an initial indirect cost proposal immediately after the Contractor is advised that a federal award will be made and, in no event, later than three months after the effective date of the federal award. If the Contractor has a current federally negotiated indirect cost rate, it may apply for a one-time extension of the rates in that agreement for a period of up to four years subject to the review and approval of the cognizant agency for indirect costs. (2 CFR 2900)

- (19) It will comply with the requirements relating to the enforcement of the Military Selective Service Act found at WIOA Section 189(h).
- (20) WIOA Title I funds must not be spent on construction or purchase of facilities or buildings except to meet the Contractor's obligation to provide physical and programmatic accessibility and reasonable accommodation, as required by Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended.
- (21) WIOA Title I funds shall not be spent on employment generating activities, economic development, and other similar activities, unless they are directly related to training for eligible individuals.
- (22) WIOA Title I funds shall not be spent on:
  - (i.) The wages of incumbent employees during their participation in economic development activities provided through a statewide workforce investment system (WIOA Sec. 181(b)(1));
  - (ii.) Public service employment, except to provide disaster relief employment, as specifically authorized in Section 170(d) of WIOA (WIOA Sec. 194(10)); or
  - (iii.) Expenses prohibited under any other Federal, State, or local law or regulation.
- (23) WIOA formula funds under subtitle B, Title I of WIOA shall not be used for foreign travel (WIOA Sec. 181(e)).
- (24) WIOA Title I funds shall not be spent on the employment or training of participants in sectarian activities.
- (25) Participants shall not be employed under Title I of WIOA to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place of religious worship. However, WIOA funds may be used for the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship if the organization operating the facility is part of a program or activity providing services to WIOA participants (WIOA Sec. 188(a)(3)).
- (26) WIOA funds shall not be used or proposed to be used for:
  - i. The encouragement or inducement of a business, or part of a business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location; or
  - ii. Customized training, skill training, or on-the-job training or company specific assessments of job applicants or employees of a business or a part of a business that has relocated from any location in the United States, until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her job at the original location.
  - iii. To verify that an establishment, which is new or expanding, is not, in fact, relocating employment from another area, the establishment must complete and document a pre-award review as a prerequisite to WIOA assistance. The review must include names under which the

establishment does business, including predecessors and successors in interest; the name, title, and address of the company official certifying the information; and whether WIOA assistance is sought in connection with past or impending job losses at other facilities, including a review of whether WARN notices relating to the employer have been filed (WIOA Sec. 181(d)).

- (27) A participant in a program or activity authorized under Title I of WIOA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages or employment benefits) any currently employed employee (as of the date of the participation).
- (28) A program or activity authorized under Title I of WIOA must not impair existing contracts for services or collective bargaining agreements. When a program or activity authorized under Title I of WIOA would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins.
- (29) A participant in a program or activity under Title I of WIOA may not be employed in or assigned to a job if:
  - i. Any other individual is on layoff from the same or any substantially equivalent job;
  - ii. The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the WIOA participant; or
  - iii. The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
- (30) Regular employees and program participants alleging displacement may file a complaint under the applicable grievance procedures found at Section 683.600 of the WIOA Regulations (WIOA Sec. 181).
- (31) Individuals in on-the-job training or individuals employed in activities under Title I of WIOA must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills. Such rates must be in accordance with applicable law, but may not be less than the higher of the rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the applicable State or local minimum wage law.
- (32) Individuals in on-the-job training or individuals employed in programs and activities under Title I of WIOA must be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.
- (33) Allowances, earnings, and payments to individuals participating in programs under Title I of WIOA are not considered as income for purposes of determining eligibility for and the amount of income transfer and in-kind aid furnished under any Federal or Federally-assisted program based on need other than as provided under the Social Security Act (42 USC 301 et seq.). (WIOA Sec. 181(a)(2))

- (34) Health and safety standards established under Federal and State law otherwise applicable to working conditions of employees are equally applicable to working conditions of participants engaged in programs and activities under Title I of WIOA.
- (35) To the extent that a State workers' compensation law applies, workers' compensation must be provided to participants in programs and activities under Title I of WIOA on the same basis as the compensation is provided to other individuals in the State in similar employment.
- (36) If a State workers' compensation law applies to a participant in work experience, workers' compensation benefits must be available with respect to injuries suffered by the participant in such work experience. If a State workers' compensation law does not apply to a participant in work experience, insurance coverage must be secured for injuries suffered by the participant in the course of such work experience.
- (37) The Contractor will continuously monitor grant-supported activities in accordance with the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," which are codified at 2 CFR Part 200 and 2 CFR Part 2900, for all entities receiving WIOA Title I funds.
- (38) The Contractor will conduct regular oversight and monitoring of its WIOA activities and those of its subcontractors in order to:
  - i. Determine that expenditures have been made against cost categories and within cost limitations specified in WIOA and the WIOA regulations;
  - ii. Determine whether or not there is compliance with other provisions of the WIOA and WIOA regulations and other applicable laws and regulations; and
  - iii. Provide technical assistance to subcontractors as necessary and appropriate.
- (39) All audit and/or monitoring findings that impact the Title I WIOA program will be addressed and resolved by appeal or corrective action in accordance with and within the timeframes prescribed by the Connecticut Department of Labor's audit resolution procedures.
- (40) It will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.
- (41) It will comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended and as supplemented in Department of Labor regulations (41 CFR Part 60). (All construction contracts awarded in excess of \$ 10,000 by Contractors and their subcontractors)
- (42) It will comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 4135) as supplemented by Department of Labor regulations (29 CFR Part 3, as amended 1-9-17). (All contracts and subcontracts for construction or repair).
- (43) It will comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction

- contracts in excess of \$ 2,000 awarded by Contractors and subcontractors when required by Federal grant program legislation)
- (44) It will comply with Sections 103 and 107 of The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3808) as supplemented by Department of Labor regulations (29 CFR Part 5). (All contracts awarded by Contractors and subcontractors in excess of \$ 100,000 that involve the employment of mechanics or laborers)
- (45)The Contractor will comply with the requirements of the federal government pertaining to patent rights, copyrights and rights in data.
- (46)The Contractor will comply with the programmatic and financial reporting requirements issued by the Connecticut Department of Labor for programs funded under Title I of WIOA.
- (47)The Contractor will comply with the request for payment requirements of the Connecticut Department of Labor for programs funded under Title I of WIOA.
- (48)The Contractor will comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- (49)The Contractor will comply with the mandatory standards and policies relating to energy efficiency, which are contained in the State's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (50)Every subcontract shall include provisions for compliance with these "Specific Terms," applicable uniform administrative requirements, and any clause(s) required by Federal statute and executive orders and their implementing regulations, and ensure that subcontractors are aware of requirements imposed upon them by Federal statutes and regulation.
- (51)The Contractor will operate the WIOA Title I program in accordance with the State approved local area four (4) year WIOA plans, as applicable.
- (52)Funds provided under the Workforce Innovation and Opportunity Act (WIOA) shall only be used for activities that are in addition to those that would otherwise be available in the local area in the absence of such funds.
- (53)No person or organization may charge an individual a fee for the placement in or referral to a workforce investment activity under the Workforce Innovation and Opportunity Act Title I.
- (54)Funds provided under the Workforce Innovation and Opportunity Act shall not be used to assist, promote, or deter union organizing.
- (55)The U.S. Department of Labor shall be credited for its funding, in whole or in part, for projects supported by WIOA grant funds. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:
- i. the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and
  - ii. any rights of copyright to which the recipient, subrecipient or a contractor purchases ownership under an award (including but not

limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income.

If applicable, the following needs to be on all products developed in whole or in part with WIOA funds:

*“This workforce product was funded through a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it.”*

- (56) When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds shall clearly state:
- i. The percentage of the total costs of the program or project which will be financed with Federal money;
  - ii. The dollar amount of Federal funds for the project or program; and
  - iii. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

- (57) **Salary and Bonus Limitations:** In compliance with Public L.115-245, Division B. Title I. Section 105. No funds under the header "Employment and Training Administration" shall be used by a recipient or sub-recipient to pay the salary and/or bonus of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, currently \$192,300.
- (58) This limitation shall not apply to vendors providing goods and services as defined in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," which are codified at 2 CFR Part 200 and 2 CFR Part 2900.
- (59) **Veterans’ Priority Provisions:** This program, funded by the U.S. Department of Labor is subject to the provisions of the "Jobs for Veterans Act" Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses

of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a veteran must meet the program's eligibility requirements.

- (60) No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (61) The recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the government.
- (62) The recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any federal law within the preceding 24 months, unless a federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the government.
- (63) No funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by DOL prior to December 18, 2015. DOL has identified these goods and services here: <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>.
- (64) Funds from grants made pursuant to P.L. 115-141, Division H, Title I, Section 104 must only be used:
  - i. for training individuals and for the related activities necessary to support such training,
  - ii. for training individuals in the occupations and industries for which employers are using H-1B visas to hire foreign workers, and
  - iii. to serve individuals who are older than 16 years of age and who are not currently enrolled in a school with a local educational agency.
- (65) Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the

women in danger of death unless and abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

- (66) No Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.
- (67) No Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.
- (68) No Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
- (69) Where authorized in the Workforce Innovation and Opportunity Act, Title I, Subtitle B for Adult and Dislocated Workers, in Subtitle D Sections 167 and 171, or as otherwise allowed in WIOA regulations, funds may be used for supportive services. Participant support costs listed at 2 CFR 200.75 are also approved. Costs must meet the basic considerations at 2 CFR 200.402 – 200.411.
- (70) The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
- (71) The Architectural Barriers Act of 1968, 42 U.S.C. 4151 *et seq.*, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
- (72) Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/main> to see if a property is in compliance, or to find other information about the Act.

(73) Trafficking in persons (*Provisions applicable to a recipient that is a private entity.*)

The Contractor, its employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in any form of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

The Contractor must inform CT DOL immediately of any information received from any source alleging a violation of a prohibition in this paragraph. The contract may be terminated unilaterally in addition to all other remedies for noncompliance that are available to us under this award. Definitions are as follows

i. "Employee" means either:

- a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii. "Private entity"

Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. ii.

Includes:

- A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
- A for-profit organization.

iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion"

have the meanings given at section 103 of the TVPA, as amended (22 U.S.C.

7102).

(74) None of the funds made available under this act may be expended by an entity unless the entity agrees that in expending the funds it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

(75) These funds cannot be used in contravention of the 5 USC 552a or regulations implementing that section.

(76)Executive Orders: The following orders apply:

**12928**: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

**13043**: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

**13513**: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

**13166**: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <https://www.lep.gov/>

The incurrence of costs and receiving reimbursement for these costs under this contract certifies that your organization has read the above WIOA Description of Services and Specific Terms and is in compliance.

EXHIBIT M

PROGRAM SPECIFIC TERMS

I. COVID-19 Rules

Contractor shall follow all CDC guidance and State of CT guidance and rules related to COVID-19 safety protocols at any location occupied by contract staff and/or participants

CDC Guidance is found at:

<https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/businesses-employers.html>

State of CT Guidance is found at:

<https://portal.ct.gov/DECD/Content/Coronavirus-Business-Recovery/Sector-Rules-and-Certification-for-Reopen>

II. State of CT Youth Safety Facts



## Getting the Facts to Promote Young Worker Safety in Connecticut



**A**n estimated 80% of all teens are employed at some point during their high school years. Work is an important and beneficial experience for many teens. When part of a structured work-based learning experience, work outside of school can add relevancy to students' classroom learning and help in future decision-making regarding further education and careers. However, young workers face many of the same occupational hazards as adult workers, especially when they are allowed to perform tasks that should be restricted to more experienced employees.



### National Data

- ◆ 70 teens die from work-related injuries every year in the United States<sup>1</sup>.
- ◆ The leading causes of work-related deaths among teens are motor vehicle injuries, job-related homicides, and injuries associated with machinery/equipment<sup>1</sup>.
- ◆ Teen workers are injured at higher rates than adult workers despite the fact that they typically work fewer hours than adults and are prohibited from high-risk occupations<sup>2</sup>.
- ◆ 200,000 teens under the age of 18 years are injured on the job each year, according to National Institute for Occupational Safety and Health (NIOSH) estimates.
- ◆ 70,000 teens are injured seriously enough at work each year to receive treatment in hospital emergency departments<sup>2</sup>.
- ◆ It's estimated that only 1/3 of teens injured on the job seek medical treatment<sup>1</sup>.



### Connecticut Data

- ◆ Over 144,000 Connecticut teens are working outside of school at some point during each year<sup>3</sup>.
- ◆ Between 1997 and 2001, there were 1,418 workers' compensation reports of injury among young workers ages 14-17 years in Connecticut<sup>4</sup>.
- ◆ This number is most likely a conservative estimate of the true extent of the problem, since many injuries to young workers are not reported, and many other young workers are paid "under the table."
- ◆ 95% of the reported injuries were to 16 and 17 year olds<sup>4</sup>.
- ◆ 60% of the injuries involved male workers<sup>4</sup>.
- ◆ Twice as many injuries were reported in restaurants as in any other type of workplace<sup>4</sup>.



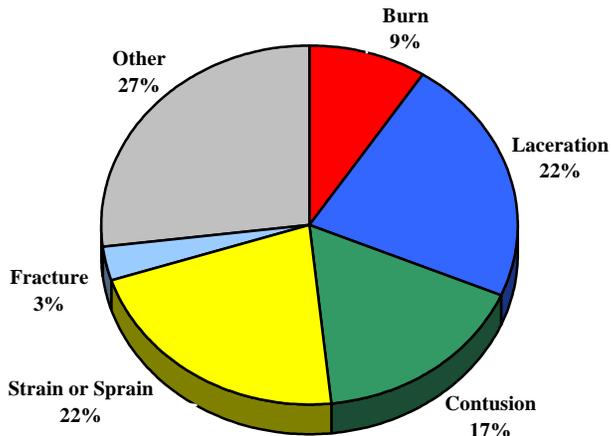
<sup>1</sup> Source: US Bureau of Labor Statistics.

<sup>2</sup> Source: National Institute for Occupational Safety and Health.

<sup>3</sup> Source: US Census

<sup>4</sup> Source: CT Department of Public Health analysis of CT Workers' Compensation Data.

# Connecticut Workers' Compensation Data

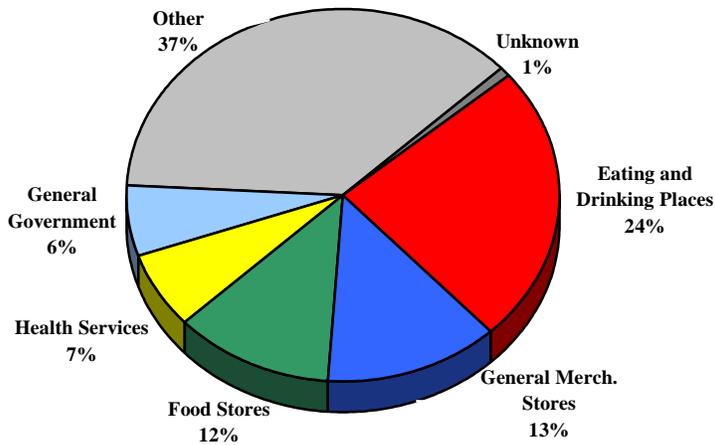


Distribution of Reported Known Injury Types among Young Workers, Connecticut, 1997-2001

**The most commonly reported job-related injuries for Connecticut teens are:**

- Lacerations
- Sprains or Strains
- Contusions
- Burns

\*Other includes injury types that represents less than 3% of the cases report during this time frame.



Distribution of Reported Injuries to Young Workers by Selected Industry Types, CT, 1997-2001

**The most frequently reported worksites for teen injuries include:**

- Eating and Drinking Places
- General Merchandise Stores
- Food Stores
- Health Services
- General Government

\*Other includes industry types that represent less than 6% of the cases reported during this time frame.

## About the Connecticut Young Worker Safety Team

The CT Young Worker Safety Team is a collaboration among state, federal, local and regional agencies. Our members include the CT State Departments of Education, Labor and Public Health, the US Department of Labor, Capitol Workforce Partners, Capitol Region Educational Council, and the City of Middletown Health Department. The goal of this collaborative effort is to improve the health and safety of teens in the workplace through awareness, education, training and advocacy.



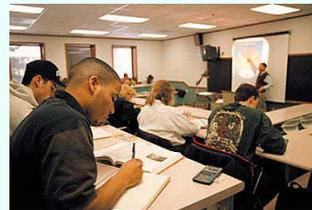
## How Can You Prevent Young Worker Injuries

Effective injury prevention requires coordinated efforts among groups with an interest in the health and safety of youth. The Connecticut Young Worker Safety Team works to increase awareness among teens, parents, educators, youth program operators and youth serving organizations, employers, health care providers, and the general public.

## Team Activities and Resources

- **Connecticut Work Safe!** - An interactive young worker safety curriculum designed to introduce teens to job safety issues is available in a “train-the-trainer” format. The Connecticut Work Safe curriculum covers the following topics:

- Common health and safety hazards
- Control measures
- State and federal labor laws
- Sources of information and help



- Statistical and informational presentations on young worker safety
- Technical assistance on young worker safety issues
- Information on Connecticut and Federal child labor laws
- Related educational materials



For more information on the CT Young Worker Safety Team contact: Marian Storch at 860-509-7791, Judith Andrews at 860-713-6766 or Deborah Pease at 860-509-7771.



## Connecticut Young Worker Contacts and Resources

### Connecticut Department of Labor

OSHA - 860-263-6900

(State/municipal worksite enforcement and consultation for state, municipal and private worksites)

Wage and Workplace Standards Division - 860-263-6791

(Connecticut laws regulating hours/occupations/industries teens can work, enforcement of state child labor laws)



### Connecticut State Department of Education

Bureau of Early Childhood, Career and Adult Education, Division of

Teaching and Learning Program Services, Career and Technical Education Unit - 860-713-6766

### Connecticut Department of Public Health

Occupational Health Program - 860-509-7744

Injury Prevention Program - 860-509-7791

### US Department of Labor

OSHA (private employers)

Hartford Office - 860-240-3152

Bridgeport Office - 203-579-5581

OSHA Referral Line - 1-800-321-OSHA



Wage and Hour Division - 860-240-4160

(Federal labor laws regulating hours/occupations/industries teens can work, enforcement of federal child labor laws)

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## Additional Resources Related to Young Worker Health & Safety

US Department of Labor, OSHA

Teen Workers Website: <http://www.osha.gov/SLTC/teenworkers/index.html>

US Department of Labor, Wage and Hour

Youth Rules! Website: <http://www.youthrules.dol.gov>

CT Department of Labor: <http://www.ctdol.state.ct.us>

CT State Department of Education:

Work Based Learning: [www.state.ct.us/sde/deps/Career/WB/index.htm](http://www.state.ct.us/sde/deps/Career/WB/index.htm)

School to Career: [www.state.ct.us/sde/deps/Career/STC/index.htm](http://www.state.ct.us/sde/deps/Career/STC/index.htm)



CT Department of Public Health

Occupational Health E-News: <http://www.dph.state.ct.us/BCH/eeoh/enews.htm>

National Institute for Occupational Safety and Health (NIOSH)

Young Worker Safety Publications: <http://www.cdc.gov/niosh/topics/youth/>

NIOSH Alert: Preventing Deaths, Injuries and Illness of Young Workers

Promoting Safe Work for Young Workers

Are You a Working Teen? What You Should Know about Safety and Health on the Job

University of California Labor Occupational Health Program

Young Worker Health and Safety website: <http://www.youngworkers.org>