



STATE OF CONNECTICUT

DEPARTMENT OF SOCIAL SERVICES

55 FARMINGTON AVENUE – HARTFORD, CONNECTICUT 06105-5033

2-24-16

Terence R. Traut
President
Entelechy, Inc.
PO Box 221
Silver Lake, NH 03875

CONTRACT #: 16DSS6003FX / 999-3FX-NP-1
PERIOD: 6/1/2016 To 1/31/2017

AMOUNT: \$249,945.00

Dear Mr. Traut:

I am pleased to inform you that the above referenced contract has been fully executed and approved. Attached is a scanned copy of the original agreement for your files.

Requests for Payment should be completed and directed to the program contact identified below. The Department will process requests for payment in accordance with the terms of the contract. Your receipt of payment is contingent upon the continued availability of funds and your agency's compliance with the terms of the contract.

For issues or concerns related to the Program please direct your inquiries to:

PROGRAM

Ronald Roberts
(203) 974-8245
ron.roberts@ct.gov

CONTRACT

Tina McGill
(860) 424-5082
tina.mcgill@ct.gov

Sincerely,


Roderick L. Bremby
Commissioner

C: Ronald Roberts
Contract file



PSA

Original Contract Number:	999-3FX-NP-1/ 16DSS6003FX
Maximum Contract Value:	\$249,945.00
Contractor Contact Person:	Terence R. Traut Tel: (603) 424-1237
DSS Contact - Program:	Ron Roberts Tel: (860) 424-5135
Contract:	Tina McGill Tel: (860) 424-5082

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

The State of Connecticut DEPARTMENT OF SOCIAL SERVICES
 Street: 55 FARMINGTON AVENUE
 City: HARTFORD State: CT Zip: 06105
 Tel#: (800) 842-1508 ("Agency" and/or "Department"), hereby enters into a Contract with:

Contractor's Name: ENTELECHY, INC.
 Street: PO BOX 221
 City: SILVER LAKE State: NH Zip: 03875
 Tel#: (603) 424-1237 FEIN/SS#: 020476092

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

Contract Term	This Contract is in effect from 6/01/2016 through 01/31/2017
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 4-8, 4-98 as applicable, and 17b-3 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
Effective Date	This Contract shall become effective only as of the date of signature by the Agency's authorized official(s) and, where applicable, the date of approval by the Office of the Attorney General ("OAG"). Upon such execution, this Contract shall be deemed effective for the entire term specified above.
Contract Amendment	This Contract may be amended only by means of a written instrument signed by the Agency, the Contractor, and, if required, the OAG.

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

If to the Agency:	STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES 55 FARMINGTON AVENUE HARTFORD, CT 06105 Attention: Tina McGill	If to the Contractor:	ENTELECHY, INC. PO BOX 221 SILVER LAKE, NH 03875 Attention: Terence R. Traut
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A party may modify the addressee or address for Notices by providing 10 days' prior written Notice to the other party. No formal amendment is required.

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

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

OVERVIEW

In March 2009 the Department of Social Services "DSS" received approval from the United States Department of Agriculture "USDA" Food & Nutrition Services "FNS" to waive the face-to-face interview requirement and utilize application and telephone processes for all Supplemental Nutrition Assistance Program "SNAP" applicants and recipients. However, since that change, the Department's error rate increased for four consecutive years thereby exceeding the federal quality control thresholds. In seeking a strategy to identify and correct specific error-prone areas for resolution, the Department reached out to other state models for effective application timeliness, and payment error reductions. Rather than duplicate efforts and to facilitate this process, the Contractor was selected to partner efforts in order to provide staff the tools and learning skills necessary to conduct a telephone interview, preparation techniques, shared best practices that lead to an effective and efficient telephone interview and quality SNAP eligibility processing. Contractor shall also provide design suggestions to help improve the effectiveness of this training in order to improve the payment accuracy of workers administering SNAP benefits to clients.

KEY OBJECTIVES

The Contractor shall co-create with DSS and the University of Connecticut Office of Organizational and Skill Development "OSD", customized training curriculum and performance solutions that help DSS increase the capabilities and productivity of DSS staff and insure payment accuracy. The primary purpose of the enhancements to the existing SNAP curriculum is to provide SNAP staff with engaging, effective and focused web-based training that will create and provide more alternatives to short and long-term learning and knowledge retention (in conjunction with the agency undergoing a major transition in the SNAP eligibility processing methodology).

The Contractor shall answer questions, review what is currently provided/produced, and provide modification of existing SNAP instructor-led "ILT" formats in the form of a refresh/redesign a web-based "WBT" to four programs.

The Contractor shall also provide for an outcome for an increase in the skill check and evaluation strategy and narrative for each course and provide detail on how to measure success and change expectations as a result of each course.

A. TERM - This contract shall be in effect from June 1, 2016 through January 31, 2017.

B. CONTRACTOR AND DEPARTMENT RESPONSIBILITIES

The Department, in conjunction with OSD, provided the Contractor with a culmination of conversations, slides in PowerPoint and Notes to which the Contractor provided the following in-depth review and analysis for conversion in order to develop a complete "refresh/redesign" of the course as outlined in Attachment A and made a part hereof:

C. LIAISON: Both parties agree to have specifically named liaisons at all times. These representatives of the parties will be the first contacts regarding any questions and problems that arise during implementation and operation of this contract.

D. NOTICES

1. In addition to the persons listed on page 1 of this contract, notices shall be addressed as follows:

a. In case of notice(s) to the Department regarding the scope of services:

Ronald Roberts
Department of Social Services
55 Farmington Avenue
Hartford, CT 06105
Ronald.roberts@ct.gov
(860) 424-8245

b. In case of notice to the Department regarding fiscal matters:

Michael Gilbert
Director, Division of Fiscal Analysis
Department of Social Services
55 Farmington Avenue
Hartford, CT 06105
Michael.gilbert@ct.gov

E. Payment Schedule

The payment schedule is connected with the successful completion of key milestones for each course selected for conversion or refresh/rewrite:

- 50% of the estimated fee is due when DSS requests Contractor to proceed.
- 50% of the final fee is due upon approval of developed materials and acceptance of the electronic files.

Because each course will be treated as a separate project, the payment schedule shall be follows:

Payment #	Date	Reason
1	Jun 22, 2016	DSS requests to proceed on Telephone Interviews: 50% (\$21,962.50) due. DSS requests to convert ELFS 205: 50% (\$23,625) due.
2	Jul 20, 2016	DSS approves revised Telephone Interviews: 50% (\$21,962.50) due. DSS approves converted ELFS 205: 50% (\$23,625) due. DSS requests to convert ELFS 275: 50% (\$17,500) due.
3	Aug 17, 2016	DSS approves converted ELFS 275: 50% (\$17,500) due. DSS requests to convert ELFS 285: 50% (\$26,250) due.
4	Sep 14, 2016	DSS approves converted ELFS 285: 50% (\$26,250) due. DSS requests to convert ELFS 313: 50% (\$28,000) due.
5	Oct 12, 2016	DSS approves converted ELFS 313: 50% (\$28,000) due.

Payment shall not-exceed \$249,945 for the contract period. Payment is due within 30 days upon receipt of the invoice.

Non-local travel expenses and/or out of pocket expenses will be treated as a pass-through cost and will be reimbursed by DSS. Contractor expects at least two (2) trips to DSS from New Hampshire, which will be required for each course revision. Expenses will be noted separately on the invoice.

ATTACHMENT A

Contractor Required Effort for Refresh/Rewrite and Development of ELFS 207 (Eligibility Foodstamp)

DSS provided Contractor with the course files for ELFS 207 – Conducting Effective Telephone Interviews for SNAP (CORE).ppt. as a basis for determining the effort required to redesign and develop this existing course.

Analysis of an Existing Course

Overview

This two and one-half hour ILT course provides guidance for conducting an effective telephone interview for SNAP and incorporating the process into day-to-day operations. Participants learn the skills necessary to conduct a telephone interview, preparation techniques and shared best practices that lead to an effective and efficient telephone interview. Contractor shall provide design improvements to the effectiveness of this training.

Note that OSD provided two slide decks:

1. ELFS 207 - Conducting Effective Telephone Interviews for SNAP (CORE).ppt
2. ELFS 207 - Conducting Effective Telephone Interviews for SNAP.ppt

Authors/SMEs

TIME: 2.5 hrs. AUTHOR: Andrea Alfano REVISION DATE: August 2009

Existing Materials

ELFS 207 - Conducting Effective Telephone Interviews for SNAP (CORE).ppt - PowerPoint presentation

ELFS 207 - Conducting Effective Telephone Interviews for SNAP.ppt – another PowerPoint presentation

ELFS 207 Handout A - Checklist.doc - Handout A – SNAP Phone Interview Checklist

ELFS 207 Handout B - Script.doc - Handout B – SNAP Phone Interview Script

ELFS 207 - Skill Check.doc – Skill Check

ELFS 207 - Skill Check with Answers.doc – Skill Check with answers

H1CommunicationEyeOpener.pdf – One-pager: graphic used for communication exercise?

Additional stuff.docx – One-page note suggesting “extra emphasis on the reporting requirements during CORE”

SCHEDULE:

#	Refresh/Redesign and Develop Activity	Effort/Hours
1.	Review the existing material.	10
2.	Design discussion with instructors/SMEs (what’s working/what’s not).	5

3.	Redesign of the course to include: <ul style="list-style-type: none"> • Clearer/more precise languaging • Examples and non-examples • Video illustrations of effective and ineffective interviewing skills • Replacement of content/remembering with job aids • Inclusion of experiential activities with feedback • Creation of tests/evaluation to test knowledge 	60
4.	Review of Course Redesign with instructor/SME.	3
5.	Develop the course as outlined in the Course Redesign (including the creation of video illustrations of effective and ineffective interviewing.	145
6.	Review the draft redesigned course with instructor/SME.	5
7.	Finalize changes.	7
8.	Edit the final files.	16
	Total Refresh/Rewrite Effort	251

NOTE: The above represent "not-to-exceed" costs. Contractor will invoice DSS for actual hours used up to the estimated amount. If fewer hours are required, Contractor will only bill for the hours actually used.

All project source files will be turned over to DSS upon project completion.

A Train-The-Trainer component was not included due to the expectation of the Contractor working closely with the master instructor/Subject Matter Expert SME who will be involved in the course changes throughout the redesign/development process.

EFFORT SUMMARY

The estimated effort to enhance the overall design and effectiveness of the existing course is based on the following beliefs from the review:

- The content is 75% usable as written; the information is dated and that there has been an effort to become more consistent in the use of phone interviews across the state AND that there's some EMS support for phone interviews now (five years after receiving the waiver).
- Contractor recommends adding a skills section to the Checklist to remind workers of HOW to conduct an effective interview.
- Contractor recommends adding a couple of demonstration videos showing a poor interview and a good interview. Have participants view and evaluate the interviews. The videos would also allow the workers/learners to see something real-life. We can easily create and edit the videos.
- Contractor recommends quizzes; they're a great learning tool!
- Contractor recommends adding some graphical elements for visual appeal.

- Contractor recommends role play. Yet it might be useful to do triads with one person playing the client, one person playing the worker, and the third person playing observer/coach. Provide a scenario (EMS screens to the worker and current information to the client) and have the worker and client hold the interview. Did the worker uncover all the changes? Did the worker conduct the interview effectively (use a skills checklist) and cover all the main elements? Etc. Switch roles, use a new scenario, and repeat. And switch and repeat one more time. Doing this triad role-play would add an hour to the training.
- Contractor would draw from Effective Interviewing, a State of Vermont course previously created to include dealing professionally and efficiently with a variety of challenging caller scenarios including combative clients, lonely clients who simply want to talk, distracted clients, etc.

OUTCOME:

The Contractor shall create and add a summary and checklist for supervisors to use in reinforcing key concepts with their workers.

The Contractor shall create a knowledge-based evaluation and an application-based evaluation to measure how effectively learners can recall and apply key concepts and skills. Especially in skills-based training like Conducting Effective Telephone Interviews for SNAP, it is critical that learners understand (can recall) and apply (demonstrate) what they've learned. Being able to recall the steps of the interview, for example, is critical to payment accuracy by ensuring that key steps are followed and the corresponding information is gathered. Additionally, by being able to demonstrate the skills in a simulated scenario, OSD can be assured that the learner has the knowledge and the ability to interview effectively. Success in the demonstration is determined using a Behaviorally-Anchored Response Scale (BARS) that identifies not only the competency (i.e., listens effectively), but also identifies the competency demonstrated well (i.e., picks up on verbal and non-verbal cues and follows up accordingly) as well as the competency demonstrated poorly (i.e., hears/captures only what the client says; misses obvious clues that would lead to more questions).

DEPARTMENT and CONTRACTOR RESPONSIBILITIES

The Department provided the Contractor with the course files for the four ILT courses that Contractor will convert to WBT for each course. In addition, the Contractor shall increase the skill check and evaluation strategy and narrative for each course.

Contractor Required Effort for Conversion of ILT Courses to WBT

DSS provided Contractor with the course files for ELFS 205 – SNAP Back to Basics as a basis for determining the effort required.

Analysis of the Courses to be Converted to WBT

ELFS 205 – SNAP Back to Basics

Overview

This three-hour ILT course (up to full day of EMS work is incorporated) provides an overview of SNAP policy and procedures. Topics include: application and recertification processing, household composition rules, and a review of categorical, technical, procedural, and financial eligibility requirements. Contractor shall convert this training to WBT.

Authors/SMEs

AUTHOR: Andrea Alfano **REVISION DATE:** 4/2012 by P.K. Dunn, 10/12 Alfano, 4/13 Alfano, 3/14 Holiday, 12/14 Disharoon

Existing Materials

ELFS 205 - SNAP Back to Basics.pptx - PowerPoint presentation

ELFS 205 HO A Applications & EXSNAP.doc - Handout A – Expedited SNAP Session Notes

ELFS 205 HO B Eligible Noncitizens.doc - Handout B – Non-Citizen Eligibility Chart

ELFS 205 HO C Income Deductions.doc - Handout C – Income Deductions

SNAP STANDARDS 100114 to 093015.pdf - SNAP Standards Chart

ELFS 205 - Curriculum Supplement to PPT for Trainer.doc - PRF Flowchart

ELFS 205 SNAP Back to Basics Skill Check.doc – Skill Check

ELFS 205 SNAP Back to Basics Skill Check - Answers.doc – Skill Check Answers

EFFORT SUMMARY

The effort is summarized below:

#	ILT to WBT Conversion Activities	Efforts/Hours
1.	First draft including enhanced evaluation (+50 hours)	170
2.	Second draft including edits	40
3.	Second draft including edits	60
	Total estimated effort to convert ELFS 205 – SNAP Back to Basics to 2-hour WBT	270

NOTE: The above represent "not-to-exceed" costs. Entelechy will invoice DSS for actual hours used up to the estimated amount. If fewer hours are required, Entelechy will only bill for the hours actually used.

The estimated effort to convert the existing course into WBT is based on the following beliefs from the review:

- The content is 75% usable as written. (Note: It's good content and perfectly usable by a knowledgeable instructor in a classroom, but Contractor will fill in the nuances and address the questions and discussion points that naturally occur in class that aren't documented in the existing materials.) Contractor will want to modify some text and add text (especially explanatory popups).
- The quizzes are 50% usable; Contractor will modify some and add some.
- Contractor will add some graphical elements for visual appeal.
- Contractor will use the scenarios as simulations.
- The resulting WBT including final test will run approximately 2 hours.

The estimated effort is predicated on the following Project assumptions:

- OSD will supply Contractor with a well-designed template (to serve as the standard look and feel for all courses).
- Contractor will use Storyline 2.0 or later to author the WBT.
- The WBT will include voiceover requiring that everything be scripted.
- Two reviews will be required. The first will not include voiceover.
- The WBT will need to be SCORM compliant and the WBT will be accessed through the DSS LMS.
- All project files will be provided to OSD/SNAP upon completion of the project.

OUTCOME:

Contractor shall create and add a printable summary and checklist for supervisors to use in reinforcing key concepts with their workers.

Contractor shall create a summative knowledge-based and application-based evaluation. It is important, especially with foundational courses like SNAP Back to Basics that learners leave confident in their understanding of the content AND its application on the job. To that end, the summative evaluation in SNAP Back to Basics WBT will include knowledge recall as a prelude to an application-based evaluation. Participants must apply what they have learned to typical scenarios in order to determine the correct approach. While some of the application evaluations are scenario-based (i.e., Mary is a HOH with John, 19, living with her...), others may require analysis and judgment (i.e., identify the elements missing from the following narrative.) With confidence in their ability to apply core concepts and procedures to common SNAP situations, learners are able to build on their foundational knowledge of SNAP policy and procedures. This proper foundation not only ensures higher payment accuracy, but also sets the stage for future learning in advanced topics (and handling those ever-present exceptions!)

Contractor Required Effort for Conversion of ILT Courses to WBT

DSS provided Contractor with the course files for ELFS 275 – Case and Procedural Error Rates (C.A.P.E.R.S.) as a basis for determining the effort required .

Analysis of the Courses to be Converted to WBT

ELFS 275 – Case and Procedural Error Rates (C.A.P.E.R.S.) 2014

Overview

This two-hour ILT course provides an explanation of the Quality Measurements Used for the Supplemental Nutrition Assistance Program (SNAP), what Case and Procedural Error Rates are, how they are caused and how we can work to keep the Case and Procedural Error Rates within acceptable program limits. Contractor shall convert this training to WBT.

Authors/SMEs

CREATED: June 2010 by Patty Dunn UPDATED: July 2010, September 2014

Existing Materials

ELFS 275 Case and Procedural Error Rates 2014.ppt - PowerPoint presentation

ELFS 275 HO A Case Studies.doc - Handout A – Case Studies

ELFS 275 HO B - CIRC Screen Tips.doc - Handout B – CIRC Screen Tips

ELFS 275 - Handout C NOMI.doc -Negative Errors - Failure to send Notice of Missed Interview (NOMI)

ELFS 275 - Handout C - SNAP Apps and NOMI Flowchart.doc – SNAP Applications and NOMI Flowchart

ELFS 275 - QA from NER Training.doc – Five-page NER Training document from 2010

ELFS 275 - Skill Check.doc – Skill Check

ELFS 275 - Skill Check - Trainer Copy.doc – Trainer’s copy of the Skill Check

food_stamp_alert_issue_4.pdf – Newsletter from 2008 with residents in institutions and Excess Medical, Child Care and Child Support Deductions among other things

G__PATTY_Curriculum_FS_Negative Error Rate_SNAP NOMI Pro.pdf – email dated July 9, 2010 from Marc Shok regarding SNAP NOMI Processing in EMS

Keys to Valid Negative Actions.pdf – Comprehensive 25-page treatise on NER

NOMI Poster.doc

Pub06-13 - Guide to Verification of Information for DSS Programs.pdf – Pamphlet on verification requirements

W-1348.doc – DSS form for Verification We Need (Rev 10/09)

EFFORT SUMMARY

The effort is summarized below:

#	ILT to WBT Conversion Activities	Efforts/Hours
1.	First draft including enhanced evaluation (+50 hours)	130
2.	Second draft including edits	30
3.	Final draft including voiceover and quality control	40
	Total estimated effort to convert ELFS 275 – Case and Procedural Error Rates (C.A.P.E.R.S.) 2014 to a 1-hour WBT	200

The estimated effort to convert the existing course into WBT is based on the following beliefs from the review:

- The content is 75% usable as written. (Note: It's good content and perfectly usable by a knowledgeable instructor in a classroom, but Contractor will need to fill in the nuances and address the questions and discussion points that naturally occur in class that aren't documented in the existing materials.) Contractor want to modify some text and add text (especially explanatory popups).
- The cases/examples are 50% usable; Contractor will modify some and add some.
- Contractor will add some graphical elements for visual appeal.
- The resulting WBT including final test will run approximately 1 hour.

The estimated effort is predicated on the following Project assumptions:

- OSD will supply Contractor with a well-designed template.
- Contractor will use Storyline to author the WBT.
- The WBT will include voiceover requiring that everything be scripted.
- Two reviews will be required. The first will not include voiceover.
- The WBT will need to be SCORM compliant and the WBT will be accessed through the DSS LMS.

OUTCOME:

Contractor shall create and add a printable summary and checklist for supervisors to use in reinforcing key concepts with their workers.

Contractor shall create a summative knowledge-based and application-based evaluation. Instrumental to payment accuracy and overall error reduction is understanding of QC policy and its application. Case and Procedural Error Rates (C.A.P.E.R.S.) provides insights into the yardstick by which workers are measured – essentially, “correct” is what QC says is correct. However, understanding only the letter of the law/policy is inefficient; to be effective, workers need to understand the “why” behind the policy and the “how” of applying the policy. Thus, we envision that the evaluation will focus more on the why and how than on the what. As with the other evaluations, feedback will be specific and targeted.

Contractor Required Effort for Conversion of ILT Courses to WBT

DSS provided Contractor with the course files for ELFS 285 – SNAP Simplified Reporting and Periodic Review Process.

ELFS 285 – SNAP Simplified Reporting and Periodic Review Process

Overview

This three-hour ILT course provides an overview of Simplified Reporting in the Supplemental Nutrition Assistance Program (SNAP). Concepts including "Verified Upon Receipt" as well as what changes must be acted on between certifications are reviewed in detail. This course also includes an overview of the Periodic Review process, which was implemented February, 2011 as a result of extending the SNAP certification periods from 6 to 12 months. Contractor shall convert this training to WBT; for purposes of this discussion, we're viewing this conversion as a standalone WBT although it could be folded into ELFS 205 - SNAP Back to Basics.

Authors/SMEs

12/2010 by P. K. Dunn (combined S/R and PRF_4/11_W. Thomas)

Existing Materials

- ELFS 285 - SNAP Simplified Reporting and Periodic Review Process_Curriculum_050211.ppt - PPT Presentation
- Note: in addition to this classroom session, a Web Based Course is available on the DSS Learn Center for Simplified Reporting.
- Program Information Bulletin 03-08 – Q and A related to Simplified Reporting – In WTK –
- Program Information Bulletin 08-06 – Expansion of Six-Month Reporting to All Households.
- ELFS 285 - Verified Upon Receipt - HO B.doc - Sources of “verified upon receipt” and “not verified upon receipt” – HO B
- ELFS 285 - Verification Guidelines from PIB 03 08 - HO C.pdf - Verification Guidelines From PIB 03-08 – HO C
- Copies of Periodic Review Forms (3 versions):
 - ELFS 285 - SNAP PRF - Notice 0054 - Mailed - HO D1.pdf – HO D1
 - ELFS 285 - SNAP PRF - Notice 0054 - EMS Screen Print - HO D2.pdf - HO D2
 - ELFS 285 - SNAP PRF - Notice 0054 - Blank WTK Notices (no assets) - HO D3.pdf - HO D3
- ELFS 285 - How to Print Multiple EMS Screens on One Page - HO E.doc - How to print multiple EMS screens on one page – HO E
- ELFS 285 - SNAP Periodic Review Flowchart (040811) - HO F.pdf - PRF flowchart – HO F
- ELFS 285 - SNAP Certification and PRF Processing Timeframes - HO G.pdf - SNAP Certification cycle and PRF Processing Time frames – HO G

- ELFS 285 - SNAP Simplified Reporting Periodic Review Process - Supplement to A - HO H.ppt - Answers to SNAP questions (Supplement to HO A) – HO H
- ELFS 285 - Simplified Reporting - Periodic Review - Skill Check.doc - Skill Check
- ELFS 285 - Simplified Reporting - Periodic Review - Skill Check_Answers.doc – Skill Check Answers
- ELFS 285 - SNAP EMS Notices 0097 - 1033.pdf - NCON notice

EFFORT SUMMARY

The effort is summarized below:

#	ILT to WBT Conversion Activities	Efforts/Hours
1.	- First draft (includes reformatting job aids) including enhanced evaluation (+50 hrs.)	200
2.	Second draft including edits	40
3.	Final draft including voiceover and quality control	60
	Total estimated effort to convert ELFS 285 – SNAP Simplified Reporting and Periodic Review Process to a 2-hour WBT	300

The estimated effort to convert the existing course into WBT is based on the following beliefs from the review:

- The content is 65% usable as written.
- The examples/exercises are good; will need more.
- Contractor will add some graphical elements for visual appeal.
- Contractor will reformat the desk aids to make them easier to use.
- The resulting WBT including exercises will run approximately 2 hours.

The estimated effort is predicated on the following Project assumptions:

- OSD will supply Contactor with a well-designed template.
- Contractor will use Storyline to author the WBT.
- The WBT will include voiceover requiring that everything be scripted.
- Two reviews will be required. The first will not include voiceover.
- The WBT will need to be SCORM compliant and the WBT will be accessed through the DSS LMS.

OUTCOME:

Contractor shall create and add a printable summary and checklist for supervisors to use in reinforcing key concepts with their workers.

Contractor shall create a summative knowledge-based and application-based evaluation. Payment errors sometimes are related to the reporting and review rules in place at the current time; these rules change from time to time and knowledge of the rules – and the application of those rules – must be revisited. Unfortunately, learning new information, such as that found in SNAP Simplified Reporting and Periodic Review Process, sometimes requires Unlearning old information. The evaluation strategy here is simple: present common and not-so-common scenarios that require the successful application of the new information. Using common errors as a source for evaluation, we can be assured that learners not only understand key reporting and review rules, but can apply them in tricky situations.

Contractor Required Effort for Conversion of ILT Courses to WBT

DSS provided Contractor with the course files for ELFS 313 – SNAP & the QC Process – Payment Accuracy (Rev. 2014 12 01).

ELFS 313 – SNAP & the QC Process - Payment Accuracy (Rev. 2014 12 01)

Overview

This three-hour ILT course reviews the Quality Control process and the common error elements that drive the SNAP error rates, with an emphasis on corrective measures in the eligibility process. Contractor shall convert this training to WBT.

Authors/SMEs

AUTHOR: Alfano/Dunn REVISION DATE: April 2012, Revised 10/14 LJM

Existing Materials

- SNAP & the QC Process - Payment Accuracy (Rev. 2014 12 01).ppt - PPT Presentation
- A Income Limits and Standards Region A 10_1_14.pdf – INCOME LIMITS & STANDARDS - REGION "A"
- B Income Limits and Standards Region B 10_1_2014.pdf - INCOME LIMITS & STANDARDS - REGION "B"
- C Income Limits and Standards Region C 10_1_2014.pdf - INCOME LIMITS & STANDARDS - REGION "C"
- CumulativePER Causal Factors FY14 (2).xlsx – Payment Error Causal Factors
- ELFS - SNAP & the QC Process - Payment Errors - Skill Check 2014 12 04.doc – Skill Check (Is this the current Skill Check? I don't have an answer sheet. Participants are asked the same question (top three errors) twice (see page 1).
- ELFS - SNAP & the QC Process - Payment Errors - Skill Check.doc – Skill Check (Old?)
- ELFS - SNAP & the QC Process - Payment Errors - Skill Check - Answers.doc – Skill Check Answers (Old?)
- ELFS 313 - HO C - Tips to Avoid QC Errors.pdf – Desk aid with tips to avoiding QC errors
- Payment Error Rates.doc – Contains two links to payment error rates 2009-2012 and 2014
- PAYMENT REGIONS - GRAY.pdf – Map of payment regions in CT
- Quick_look_up_Care_4_Kids PDF.pdf – Child Care Quick Reference Sheet
- Verified Upon Receipt.pdf – Simplified Reporting Handout

EFFORT SUMMARY

The effort is summarized below:

#	ILT to WBT Conversion Activities	Efforts/Hours
1.	First draft including enhanced evaluation (+50 hrs.)	210
2.	Second Draft including edits	50
3.	Final draft including voiceover and quality control	60
	Total estimated effort to convert ELFS 285 – SNAP Simplified Reporting and Periodic Review Process to a 2-hour WBT	320

The estimated effort to convert the existing course into WBT is based on the following beliefs from the review:

- The content is 50% usable as written. Contractor will modify some text and add specific and multiple examples that are drawn from actual errors.
- There are no quizzes. The exercises are good and can serve the purpose – as long as they reflect the actual errors being made.
- Contractor will add some graphical elements for visual appeal.
- The resulting WBT including exercises will run approximately 2 hours.

The estimated effort is predicated on the following Project assumptions:

- OSD will supply Contractor with a well-designed template.
- Contractor will use Storyline to author the WBT.
- The WBT will include voiceover requiring that everything be scripted.
- Two reviews will be required. The first will not include voiceover.
- The WBT will need to be SCORM compliant and the WBT accessed through the DSS LMS.

OUTCOME:

Contractor shall create and add a printable summary and checklist for supervisors to use in reinforcing key concepts with their workers.

Contractor shall create a summative knowledge-based and application-based evaluation. Instrumental to payment accuracy and overall error reduction is understanding of the QC process and how the QC Process overlays onto SNAP eligibility determination and payment accuracy. SNAP & the QC Process - Payment Accuracy provides insights into the QC roadmap which workers are expected to adhere to and learn from. However, understanding only the letter of the law/policy is inefficient; to be effective, workers need to understand the "why" behind the process and the "how" of applying learnings from the process. Thus, we envision that the evaluation will focus more on the why and how than on the what. As with the other evaluations, feedback will be specific and targeted.

Total Effort and Cost

The following table summarizes the total project cost:

Refresh/Redesign and Develop Activity		
1.	Review the existing material.	10
2.	Design discussion with instructors/SMEs (what's working/what's not).	5
3.	Redesign of the course to include: <ul style="list-style-type: none"> • Clearer/more precise language • Examples and non-examples • Video illustrations of effective and ineffective interviewing skills • Replacement of content/remembering with job aids • Inclusion of experiential activities with feedback • Creation of tests/evaluation to test knowledge 	60
4.	Review of Course Redesign with instructor/SME.	3
5.	Develop the course as outlined in the Course Redesign (including the creation of video illustrations of effective and ineffective interviewing.	145
6.	Review the draft redesigned course with instructor/SME.	5
7.	Finalize changes.	7
8.	Edit the final files.	16
	Total Refresh/Rewrite Effort	251
	Total Refresh/Rewrite Cost (251 x \$175/hr.)	\$43,925.00
	Estimated Travel Costs (6 trips x 250 miles/trip = 1500 miles x \$0.575)	\$862.50
#	ILT to WBT Conversion Activities	Cost
1.	Convert ELFS 205 – SNAP Back to Basics to 2-hour WBT 170 hours - First draft including enhanced evaluation (+50 hrs.) 40 hours - Second draft including edits 60 hours – Final draft including voiceover and quality control	\$47,250.00
2.	Convert ELFS 275 – Case and Procedural Error Rates (C.A.P.E.R.S.) 2014 to a 1-hour WBT 130 hours - First draft including enhanced evaluation (+50 hrs.) 30 hours - Second draft including edits 40 hours – Final draft including voiceover and quality control	\$35,000.00
3.	Convert ELFS 285 – SNAP Simplified Reporting and Periodic Review Process to a 2-hour WBT 200 hours - First draft (includes reformatting job aids) including enhanced evaluation (+50 hrs.) 40 hours - Second draft including edits 60 hours – Final draft including voiceover and quality control	\$52,500.00

4.	Convert ELFS 313 – SNAP & the QC Process - Payment Accuracy (Rev. 2014 12 01) to a 2-hour WBT 210 hours - First draft including enhanced evaluation (+50 hrs.) 50 hours - Second draft including edits 60 hours – Final draft including voiceover and quality control	\$56,000.00
	Total WBT Conversion Cost (4 courses)	\$190,750.00
	Estimated Travel Costs (8 trips x 250 miles/trip = 2000 miles x \$0.575)	\$1,150.00

NOTE: The above represent "not-to-exceed" costs. Entelechy will invoice DSS for actual hours used up to the estimated amount. If fewer hours are required, Entelechy will only bill for the hours actually used.

#	Combined Project Costs	Cost
	Total Refresh/Rewrite Cost (Telephone Interviews)	\$ 43,925.00
	Total WBT Conversion Cost (4 courses)	\$190,750.00
	Total Project Cost (5 courses)	\$234,675.00
	Estimated Travel Costs (14 trips x 250 miles/trip = 3500 miles x \$0.575)	\$2,012.50

Payment Schedule

Payment Schedule

The payment schedule is connected with the successful completion of key milestones for each course selected for conversion or refresh/rewrite:

- 50% of the estimated fee is due when DSS requests Entelechy to proceed.
- 50% of the final fee is due upon approval of developed materials and acceptance of the electronic files.

Because each course will be treated as a separate project, the payment schedule shall be follows:

Payment #	Date	Reason
1	Jun 22, 2016	DSS requests to proceed on Telephone Interviews: 50% (\$21,962.50) due. DSS requests to convert ELFS 205: 50% (\$23,625) due.
2	Jul 20, 2016	DSS approves revised Telephone Interviews: 50% (\$21,962.50) due. DSS approves converted ELFS 205: 50% (\$23,625) due. DSS requests to convert ELFS 275: 50% (\$17,500) due.
3	Aug 17, 2016	DSS approves converted ELFS 275: 50% (\$17,500) due. DSS requests to convert ELFS 285: 50% (\$26,250) due.
4	Sep 14, 2016	DSS approves converted ELFS 285: 50% (\$26,250) due. DSS requests to convert ELFS 313: 50% (\$28,000) due.
5	Oct 12, 2016	DSS approves converted ELFS 313: 50% (\$28,000) due.

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

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

1. **“Bid”** shall mean a bid submitted in response to a solicitation.
2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
5. **“Confidential Information”** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
6. **“Confidential Information Breach”** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
7. **“Contract”** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
8. **“Contractor Parties”** shall mean a Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
9. **“Data”** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.

10. **“Day”** shall mean all calendar days, other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
11. **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
12. **“Force Majeure”** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
13. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
14. **“Services”** shall mean the performance of Services as stated in Part I of this Contract.
15. **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Contractor Obligations.

1. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: “This publication does not express the views of the [insert Agency name] or the State of Connecticut. The views and opinions expressed are those of the authors.” Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
2. **Federal Funds.**
 - (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
 - (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - i. Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.

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

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

- a. **Financial Audit Requirements.** For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and state single audit standards as applicable.
- b. **Audits and Inspections.**
 - i. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
 - ii. All audits and inspections described in sections b through h of this section shall be at the State's expense.
 - iii. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - iv. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice
 - v. The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
- c. **Records.**
 - i. The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
 - ii. The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may

request an audit (inspection at any time during this period. If Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

4. **Reports.** The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.
5. **Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.
6. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:
 - a. Real estate sales or leases;
 - b. leases for equipment, vehicles or household furnishings;
 - c. Mortgages, loans and working capital loans; and
 - d. Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.
7. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section D.4:
 - a. The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
 - i. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - ii. within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
 - iv. Have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
 - b. Any change in the above status shall be immediately reported to the Agency.

8. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
9. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
10. **Sovereign Immunity.** The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
11. **Indemnification; Insurance.**
 - a. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
 - b. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
 - c. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - d. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
 - e. **Insurance.** The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
 - f. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
12. **Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.**
 - a. The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent

jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

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

13. Litigation.

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

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

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

15. Representations and Warranties. Contractor shall:

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

16. Protection of Confidential Information

- a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and

however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

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

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

1. Contract Amendment.

- a. No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the OAG.
- b. The Agency may amend this Contract to reduce the contracted amount of compensation if:
 - i. the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or

ii. federal funding reduction results in reallocation of funds within the Agency.

c. If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) Days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) Days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

a. The Contractor shall notify the Agency in writing:

i. at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;

ii. no later than ten (10) days from the effective date of any change in:

(a) its certificate of incorporation or other organizational document;

(b) more than a controlling interest in the ownership of the Contractor; or

(c) the individual(s) in charge of the performance.

b. No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

c. **Assignment.** The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.

i. The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.

ii. The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.

iii. The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

- a. If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) Days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- b. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
 - i. withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - ii. temporarily discontinue all or part of the Services to be provided under the Contract;
 - iii. permanently discontinue part of the Services to be provided under the Contract;
 - iv. assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - v. require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - vi. take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
 - vii. any combination of the above actions.
- c. The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.
- d. In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- e. The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
- f. **Non-enforcement Not to Constitute Waiver of Breach.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

4. Ending the Contractual Relationship; Termination.

- a. This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled.
- b. If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the

mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.

c. **Termination.**

- i. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- ii. The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- iii. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- iv. Notwithstanding any provisions in this Contract, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
- v. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- vi. Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- vii. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.
- viii. The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Part I in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any

replacement contract or which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.

- ix. For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- x. Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- xi. Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

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

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

D. Statutory and Regulatory Compliance.

1. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("Act") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the Act. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor shall comply with section 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
2. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.

3. Non-discrimination.

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

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

b.

- i. The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
- ii. the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

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

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

4. **Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.
5. **Campaign Contribution Restrictions.** For all State contracts as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's ("SEEC") notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice reproduced below:
http://www.ct.gov/seec/lib/seec/forms/contractor_reporting_/seec_form_11_notice_only.pdf



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/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 fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes, (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office, or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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

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

4. **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.

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

6. **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.

[X] Original Contract
[] Amendment # _____

SIGNATURES AND APPROVALS

999-3FX-NP-1 / 16DSS6003FX

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

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

ENTELECHY, INC.

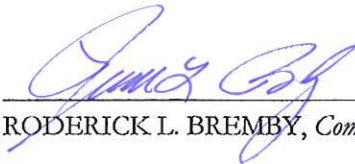


TERENCE R. TRAUT, PRESIDENT

2/5/16

Date

DEPARTMENT OF SOCIAL SERVICES



RODERICK L. BREMBY, *Commissioner*

2/10/16

Date

OFFICE OF THE ATTORNEY GENERAL



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

Robert W. Clark

2/24/16

Date



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

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

INSTRUCTIONS:

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

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am President of Entelechy, Inc., an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of New Hampshire.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

Entelechy, Inc. and that Entelechy, Inc.
Name of Entity Name of Entity


has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut

General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.


Authorized Signatory

Terence R. Traut
Printed Name

Sworn and subscribed to before me on this 5th day of February, 2016.


Commissioner of the Superior Court/
Notary Public

GINA LAFONTAINE
Notary Public, New Hampshire
My Commission Expires August 5, 2020
Commission Expiration Date



STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)

Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:


Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
	None	None	0000	None

Lawful Campaign Contributions to Candidates for the General Assembly:

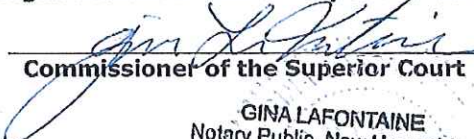
<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
	None	None	0000	None

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

Entelechy, Inc
Printed Contractor Name

Signature of Authorized Official

Terence R. Traut
Printed Name of Authorized Official

Subscribed and acknowledged before me this 5th day of February, 2016.


Commissioner of the Superior Court (or Notary Public)
GINA LAFONTAINE
Notary Public, New Hampshire
My Commission Expires August 5, 2020





STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: ____]

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

Terence R. Traut Consultant's Name and Title
Entelechy, Inc. Name of Firm (if applicable)
2/5/2016 Start Date 12/31/2016 End Date \$249,945.00 Cost

Description of Services Provided: Convert four (4) instructor-led courses to web-based training and refresh/rewrite one instructor-led course.

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

If YES: Name of Former State Agency Termination Date of Employment

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

Entelechy, Inc. Printed Name of Bidder or Contractor
Signature of Principal or Key Personnel
2/5/2016 Date

Terence R. Traut Printed Name (of above)
Awarding State Agency

Sworn and subscribed before me on this 5 day of FEBRUARY, 2016.

Commissioner of the Superior Court or Notary Public GINA LAFONTAINE
Notary Public, New Hampshire
My Commission Expires August 5, 2020
My Commission Expires

WORKFORCE ANALYSIS

Contractor **Entelechy, Inc.**

Address PO BOX 221
Silver Lake, NH 03875

Number of Connecticut Employees	
Full-time: 0	Part-time: 0
Employment figures obtained from	
Visual Check <input type="checkbox"/>	Employment Records <input checked="" type="checkbox"/>
Other <input type="checkbox"/>	Contractor «ContractorOrg»¶ Numb

JOB CATEGORIES	TOTALS	WHITE (Not of Hispanic Origin)		BLACK (Not of Hispanic Origin)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMER. INDIAN OR ALASKAN NATIVE		PERSON WITH DISABILITIES	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials & Managers	2	1	1										
Professionals	6	0	6										
Technicians													
Service Workers													
Office & Clerical	2	0	2										
Craft Workers (Skilled)													
Operators (Semi-Skilled)													
Laborers (Unskilled)													
TOTALS	10	1	9										
Totals One Year Ago	7	1	6										

FORMAL ON-THE-JOB-TRAINEES

Apprentices													
Trainees													

1. Have you successfully implemented an Affirmative Action Plan?

Yes No If yes, date of implementation 1/1/2010 ; If no, explain _____
Do you promise to develop and implement a successful Affirmative Action Plan?

Yes No N/A Explain: _____

2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-17 of the Connecticut Department of Labor Regulations, inclusive:

Yes No N/A Explain: We don't hire apprentices because we're too small.

3. According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area?

Yes No Explain: _____

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?

Yes No Explain: _____

Authorized Signature:  Date: 2/5/2016