

TUF AGREEMENT SECTION 1

This Memorandum of Agreement ("Agreement") is entered into between the Personal Care Attendant Workforce Council (the "Workforce Council"), the 1199 Training and Upgrading Fund ("TUF"), a nonprofit labor management trust authorized by 29 USC § 186(c)(6), and the PCA Training Fund Committee (the "Fund Committee").

The parties agree that the Workforce Council constitutes a state entity and that this Agreement constitutes a state contract under the Connecticut General Statutes. The Workforce Council is supported administratively by the Office of Policy and Management ("OPM") and this agreement constitutes a Personal Services Agreement pursuant to OPM policy and procedure. Any reference to "contractor" or "state contractor" herein shall be construed as referencing TUF and any reference to "state contract" shall mean this Agreement.

Unless a provision of this Agreement states to the contrary, any provision of state law or section of this Agreement that requires the filing of a form, affidavit or other document with the state or state contracting agency shall be construed as requiring such filing with the Chairperson of the Workforce Council.

SECTION 2 CONTRACT PERIOD AND DEFINITIONS

This Agreement shall take effect upon execution and remain in effect until June 30, 2016 and may be extended or modified by amendments or superseded in its entirety at any time by mutual written agreement of the parties.

SECTION 3 CANCELLATION PROVISION

The Workforce Council may terminate this Agreement at any time with thirty days' written notice.

SECTION 4 NOTICE

Unless otherwise expressly provided to the contrary, any other notice provided under this Agreement shall be in writing and may be delivered personally or by certified mail in the manner set forth in this section. All notices shall be effective if delivered personally or by certified mail to the following addresses:

PCA Workforce Council
Office of Policy and Management
450 Capitol Ave.
Hartford, CT 06106-1379
Attention: Susan Weisselberg, Chair

1199 Training and Upgrading Fund
Steve Bender, Executive Director
77 Huyshope Ave
Hartford, CT 06106

PCA Training Fund Committee
Deborah Schwartz
SEIU Healthcare 1199NE
77 Huyshope Ave.
Hartford, CT 06106

and

Diane Fitzpatrick
Office of Policy and Management
450 Capitol Ave.
Hartford, CT 06106-1379

The parties may change their respective addresses for notices under this paragraph upon prior written notification to each other.

SECTION 5 SPECIFICATION OF SERVICES

WHEREAS, the Workforce Council is established pursuant to Chapter 319pp of the Connecticut General Statutes;

WHEREAS, as authorized by Chapter 319pp, the Workforce Council has entered into a Collective Bargaining Agreement (“CBA”) (Attached as Exhibit A) with the exclusive bargaining agent of a certified unit of personal care attendants, the New England Health Care Employees Union, District 1199 SEIU (the “Union”);

WHEREAS, pursuant to Section 17b-706a of the Connecticut General Statutes, the Workforce Council is responsible for “developing training and educational opportunities for personal care attendants (“PCAs”) and consumers”;

WHEREAS, under the terms of the CBA, a Connecticut PCA Training and Orientation Fund (“PCATOF”), administered by the Fund Committee, has been established for the purpose of fulfilling this statutory responsibility;

WHEREAS, the Fund Committee has met and adopted a budget for the PCATOF (Attached as Exhibit B);

WHEREAS, pursuant to Section 473 of Public Act 15-5 of the June Special Session, the Workforce Council is authorized to “contract for the provision of training and related services to

personal care attendants, as defined in section 17b-706 of the general statutes, at cost directly with a nonprofit labor management trust authorized by 29 USC 186(c)(6)"; and

WHEREAS, the Workforce Council, TUF and the Fund Committee share a mutual interest in TUF providing training and related services to covered PCAs in accordance with the terms of the CBA.

Now therefore, the parties mutually agree to the following:

- I. **Orientation Program.** TUF shall be responsible for developing and administering the PCA Orientation Program required pursuant to the CBA as follows. TUF shall:
 - A. Develop a PCA Orientation Program that shall, at a minimum, contain the following topics required by the CBA within its curriculum, and such additional topics as agreed to by the Fund Committee:
 - a. Introduction to PCA program
 - i. Operating Procedures with Fiscal Intermediaries
 1. Timesheets
 2. Payment Methods
 3. Time Off Bonus
 4. Required Information
 - b. Confidentiality/HIPPA
 - c. Identifying and Reporting Fraud and Abuse
 - d. Independent Living Principles
 - e. Consumer/Employer Rights and Responsibilities
 - i. Hiring Process
 - ii. Training
 - f. Workers' Rights and Responsibilities
 - i. State of Connecticut Labor Laws
 - ii. Federal Labor Laws
 - iii. Collective Bargaining Agreement and the Role of the Unionⁱ
 - iv. Mandated Reporter
 - g. Available resources to support the Consumer and PCA
 - i. Workforce Council
 - ii. Department of Social Services ("DSS")
 - iii. Department of Developmental Services ("DDS")
 - iv. The Rewarding Work Website
 - B. Create a curriculum for the PCA Orientation Program, subject to the review and approval of the Fund Committee, taking into consideration input regarding the curriculum from DSS, DDS, or any other state agency or other entity, as directed by the Fund Committee. TUF shall timely provide any information to other entities as directed by the Fund

ⁱ In accordance with the CBA, the presentation concerning the Union shall consist of a thirty (30) minute presentation.

Committee. Any dispute over the content of the curriculum shall be submitted to the Labor Management Committee created pursuant to and as specified under the terms of the CBA.

- C. Offer the PCA Orientation Program to all new PCAs as set forth in the CBA, which is estimated to be 250 PCAs per month. If a PCA consumer employer opts-out of the PCA Orientation Program, TUF shall provide the consumer employer with appropriate training materials for the consumer employer to directly provide the orientation to a new PCA.
- D. Offer the PCA Orientation Program at locations throughout the State. The following locations are considered critical. Programs shall be held on a schedule approved by the Fund Committee. The PCA Orientation Program may be offered in other locations as approved by the Fund Committee.

Waterbury	Hartford
New Haven	Bridgeport
New Britain	Middletown
Willimantic	Danbury
Manchester	Stamford
Ansonia	New London
Norwich	Meriden
- E. Conduct the PCA Orientation Program at locations that are free or low cost.
- F. Develop and review qualifications for trainers, provided such qualifications shall be presented to the Fund Committee for review and approval.
- G. Hire and supervise qualified facilitators in sufficient quantity to meet the demands for orientation sessions.
- H. Develop a marketing plan and materials for the PCA Orientation Program, provided such plan and materials shall be submitted to the Fund Committee for review and approval. The marketing plan shall include the creation of marketing materials in Spanish and English.
- I. Market the PCA Orientation Program to new PCAs who require orientation under Article 10, Section 3 of the CBA.
- J. Administer an enrollment and tracking system for the PCA Orientation Program.
- K. Enroll PCAs for orientation sessions under the terms of the CBA.
- L. Provide monthly reports to Fiscal Intermediaries for processing of orientation stipends.

- M. Monitor payments made to PCAs.
- N. Work with the Fund Committee to develop administrative procedures for the PCA Orientation Program.
- O. Take reasonable measures to make orientation programs available in Spanish, or provide real-time Spanish translation services of programs provided in English, to PCAs requesting such accommodation. TUF shall make translation services available to PCAs in languages other than Spanish or English as necessary to ensure that each new PCA has a full and fair opportunity to understand the orientation content.

II. PCA Professional Development Training. TUF shall have the following responsibilities for PCA professional development training.

- A. **Needs Assessment.** Conduct a needs assessment to determine the professional development needs of the PCA profession and evaluate the strengths and weaknesses of currently available training courses. Such needs assessment shall include the following, but may include other matters as approved by the Fund Committee:
 - a. The core competencies for PCAs approved by the Workforce Council in accordance with subsection (f) of section one of Article 11 of the CBA.
 - b. Consultation with Fund Committee members and members of the Workforce Council, as directed by the Fund Committee.
 - c. Consultation with DDS and DSS professional staff to gather data on existing training and previous surveys and needs assessments.
 - d. A review of existing training programs offered inside and outside the State of Connecticut.
 - e. Online and/or written surveys in English and Spanish to PCAs using industry sampling.
 - f. Focus groups with PCAs.
 - g. Focus groups with consumer employers.
 - h. A summary of collected data and development of recommendations for training modules.
- B. **Curriculum.** TUF shall develop PCA professional development training curriculum using the data collected from the needs assessment, subject to review and approval by the Fund Committee. Curriculum development shall include working with DDS and DSS as well as other groups related to PCAs in developing and implementing special areas of interest training.

- C. **Existing Training Resources.** Using the data collected from the needs assessment, TUF shall identify classes and/or programs that are already in place throughout Connecticut, including those sponsored by the Workforce Council or other educational institutions. TUF shall develop, disseminate and update a catalog of available training to PCAs. TUF shall develop a training evaluation process to provide PCAs an opportunity to provide feedback on programs attended by PCAs. The catalog shall include a summary of the evaluations received with respect to each program.
- D. **Professional Development Training Services.** TUF may provide the following services related to PCA professional development training, as authorized by the Fund Committee:
- a. Develop "Train the Trainer" programs.
 - b. Develop marketing plans and materials for PCA professional development training programs, subject to review and approval by the Fund Committee. The marketing plan shall include the creation of marketing materials in Spanish and English.
 - c. Market a PCA Professional Development Training Catalog to PCAs.
 - d. Develop an enrollment and tracking system for PCA professional development training programs.
 - e. Develop a plan to offer professional development training in areas where existing offerings are nonexistent or inadequate, provided such plan shall include provisions to hire and supervise qualified trainers and identifies low-cost or free locations to host such trainings, and such other elements as directed by the Fund Committee.
- E. **Existing Community College Programs.** TUF shall identify PCA training programs available at Capitol Community College or at other Community Colleges in the state. TUF shall develop an application process for incumbent PCAs to seek reimbursement for the tuition costs associated with such programs. Such reimbursement shall be limited to 25 PCAs annually, or such other number approved by the Fund Committee.

III. Reporting. TUF shall report the following to the Fund Committee on a quarterly basis:

- A. The number of PCAs attending orientation sessions by location and/or topic.
- B. The number of PCAs attending professional development training programs, if known.
- C. Marketing and program materials, including brochures and other documents relating to the orientation and training programs distributed during the quarter.
- D. Updates on new courses or programs.

- E. Requests for payment of courses related to the industry held at colleges throughout State.
- F. Monthly financial statements and reports including budget status reports.

IV. Budget and Payment

- A. TUF shall be eligible for payments for services rendered pursuant to this Agreement as specified in Section 6 -- Cost and Schedule of Payments.
- B. All payment requests shall be provided in a format approved by the Fund Committee.
- C. All changes to the amounts paid to TUF, the services rendered by TUF, or any other change to this Agreement, which impact costs and payment shall be by written amendment in accordance with Section 7 of this Agreement and signed by the parties.
- D. TUF shall be liable to reimburse the PCATOF for any advanced payments or portions of advanced payments that are made for services that are not rendered or rendered in an incomplete or insufficient manner.

V. Other Provisions

- A. All materials developed pursuant to this Agreement shall state the following:
*This program has been developed through funding provided by the
Connecticut PCA Training & Orientation Fund (PCATOF)*
- B. Any reference to the 1199 Training and Upgrading Fund on any materials developed and paid for through funds established for this program will be made with the approval of the Fund Committee.
- C. At the termination of this agreement, all materials, equipment, data etc. developed and purchased through the funds appropriated to this program shall be returned to the Workforce Council.

[INTENTIONALLY LEFT BLANK]

**SECTION 6
 COST AND SCHEDULE OF PAYMENTS**

TUF shall be paid in accordance with the following schedule:

Payment Schedule through June 30, 2016		
Deliverable No.	Deliverable	Expense
	Startup Costs	
1	Contract Execution - Advance	
	Trainers, interpreters, Materials, Rental Fees ¹	\$26,239.50
	Design, Printing and Postage ¹	\$4,126.00
	Equipment ²	\$10,000.00
	Training Needs Assessment ¹	\$3,750.00
	Salary, benefits, taxes ¹	\$59,019.00
	General and Administrative Expenses ¹	\$25,368.50
	Total Advance	\$128,503.00
	Orientation Program Expenses (including backlog)	
2	Trainers, interpreters, Materials, Rental Fees ¹	\$26,239.50
3	Design, Printing and Postage ¹	\$4,126.00
4	Equipment ²	\$0.00
5	Stipends ³ (\$37.50/PCA)	\$164,475.00
	Training Program Expenses	
6	Training Needs Assessment ¹	\$3,750.00
7	Trainers, Materials, Rental Fees	\$5,187.00
8	Design, Printing and Postage	\$7,205.00
9	Equipment	\$5,000.00
10	PCA Training at Capital Community College (25 slots)	\$22,475.00
11	Curriculum Development, Training of Trainers	\$10,000.00
12	Adult Education/Tuition benefits	\$10,000.00
	Administrative Expenses	
13	Salary, benefits, taxes ¹	\$59,019.00
14	General and Administrative Expenses ¹	\$25,368.50
	TOTALS	\$471,348.00
1. Amount reflects that half of the total expense budgeted will be paid upfront through an advance. 2. Full amount paid through advance. 3. Orientation stipend to be paid directly to PCA by Fiscal Intermediary.		

Deliverable No. 5 - Stipends. Under the terms of the CBA, each PCA completing a group session is entitled to an orientation stipend of \$37.50. Such stipend shall be paid directly to each PCA by the fiscal intermediaries under contract with the state to assist with the administration of the Medicaid program.

TUF shall be compensated for fees based upon work performed, documented, and accepted by the Fund Committee.

TUF shall submit invoices on a periodic basis, not less often than monthly. Invoices shall, at a minimum, include TUF's full legal name, TUF's Federal Employer Identification Number, the billing period, and an itemization of expenses by line item.

Invoices for deliverables shall include an identification of the deliverable; if printed material, a copy of the deliverable; and the date that the deliverable was provided to the Fund Committee.

Invoices for services billed by the hour shall include the name and title of the individual providing the services, the dates worked, the number of hours worked each day with a brief synopsis of the work performed, the rate being charged for the individual, and the total cost for that person's work during the billing period.

Invoices for expenses, if allowed, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation or if no documentation is available, a detailed accounting of the computation used to determine the reimbursable cost, as evidence of the actual cost of such expenses. Such expenses may include, but are not limited to: mileage at current State approved reimbursement rate; and office expenses such as, phone calls, copying, postage and package delivery incurred in connection with the service pertaining to this Agreement. All expenses will be reimbursed at cost.

The Fund Committee shall assume no liability for payment for services under the terms of this Agreement until TUF is notified that the Agreement has been accepted by the Fund Committee, the Workforce Council, and if applicable, approved by OPM, the Department of Administrative Services and/or by the Attorney General of the State.

Payments to TUF shall be made by the state's fiscal intermediaries under contract with DSS and DDS to issue payments under the state's Medicaid program.

SECTION 7 OTHER CONDITIONS

A. Entire Agreement

This Agreement embodies the entire agreement between the Workforce Council, the Fund Committee and TUF on the matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of any of

the terms or conditions of the Agreement shall be valid unless reduced to writing, signed by the parties, and approved by the Attorney General or his Deputy. This Agreement shall inure to the benefit of each party's heirs, successors, and assigns.

B. Changes in Service

When changes in the services are required or requested by the Fund Committee, TUF shall promptly estimate their monetary effect and so notify the Fund Committee. No change shall be implemented by TUF unless it is approved by the Fund Committee in writing; and, unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in the services. If the Fund Committee determines that any change materially affects the cost or time of performance of this Agreement as a whole, the Workforce Council, the Fund Committee and TUF will mutually agree in writing to an equitable adjustment.

C. Independent Contractor

TUF represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. TUF shall act as an independent contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. TUF shall furnish fully qualified personnel to perform the services under this Agreement. TUF shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. It is acknowledged that services rendered by TUF hereunder do not in any way conflict with other contractual commitments with or by TUF.

If applicable, TUF shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to the Fund Committee, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

D. Laws and Regulations

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut. TUF, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

E. Labor and Personnel

At all times, TUF shall utilize approved, qualified personnel and any Fund Committee approved subcontractors necessary to perform the services under this Agreement. Contractor shall advise the Fund Committee promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to TUF involving TUF's employees or subcontractors which may reasonably be expected to affect TUF's performance of services under this Agreement. The Fund Committee may then, at its option, ask TUF to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the Fund Committee to provide the services otherwise performable by TUF hereunder. TUF will be responsible to the Fund Committee for any economic detriment caused by such subcontract arrangement.

TUF shall, if requested to do so by the Fund Committee, reassign any employee or authorized representatives whom the Fund Committee, in its sole discretion, determines is incompetent,

dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the Fund Committee shall give ten (10) days notice to TUF of the Fund Committee's desire for such reassignment. TUF will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy the Fund Committee that the employee should not be reassigned; however, the Fund Committee's decision in its sole discretion after such five (5) day period shall be final. Should the Fund Committee still desire reassignment, then five (5) days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from all work under this Agreement.

F. Conflicts, Errors, Omissions, and Discrepancies

In case of conflicts, discrepancies, errors, or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by TUF to the Workforce Council for clarification. The Workforce Council shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions which are performed by TUF prior to clarification by the Workforce Council shall be at TUF's risk.

G. Indemnity

TUF hereby indemnifies and shall defend and hold harmless the Workforce Council and the Fund Committee, their officers, and their employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of TUF's employees or subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of TUF or its employees, agents or subcontractors.

H. Nondisclosure

TUF shall not release any public records or files, as defined in Connecticut General Statutes 1-200, or make any statements on behalf of the State of Connecticut concerning the services provided pursuant to the Agreement or any part thereof to any member of the public, press, business entity or any official body, except as required to carry out the services provided pursuant to the Agreement, unless prior written consent is obtained from the Workforce Council.

I. Quality Surveillance and Examination of Records

All services performed by TUF shall be subject to the inspection and approval of the Fund Committee and the Workforce Council at all times, and TUF shall furnish all information concerning the services.

The Workforce Council and/or the Fund Committee or their representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of TUF or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. TUF shall be provided at least twenty-four (24) hours notice of such intended examination. At the request of the Workforce Council or the Fund Committee,

TUF shall provide hard copies or an electronic format of any data or information in the possession or control of TUF which pertains to this Agreement.

TUF shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after final payment by and shall make them available for inspection and audit by the Workforce Council or the Fund Committee. Any subcontractor under this Agreement shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years from the expiration of the subcontract.

The Contractor must incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

J. Insurance

TUF, at its sole expense, agrees to secure and keep in full force and effect at all times during the term of this Agreement as defined in Section 2 above, a one million dollar (\$1,000,000) liability insurance policy or policies provided by an insurance company or companies licensed to do business in the State of Connecticut. Said policy or policies shall cover all of the TUF's activities under this Agreement and shall state that it is primary insurance in regard to the Workforce Council and the Fund Committee, their officers and employees. The Workforce Council and the Fund Committee shall be named as an additional insureds.

In addition, TUF shall at its sole expense maintain in effect at all times during the performance of its obligations hereunder the following additional insurance coverages with limits not less than those set forth below with insurers and under forms of policies approved by the State Insurance Commissioner to do business in Connecticut:

Coverage:

Minimum Amounts and Limits

- | | |
|---|---|
| 1. Workers' Compensation | Connecticut Statutory Requirements |
| 2. Employer's Liability | To the extent included under Workers' Compensation Insurance Policy |
| 3. Adequate comprehensive Vehicle Liability Insurance covering all vehicles owned or leased by Contractor and in the course of work under this Agreement: | |
| a. Bodily Injury Insurance meeting Connecticut statutory requirements; and | |
| b. Property Damage Insurance meeting Connecticut statutory requirements. | |

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by TUF are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by TUF under this Agreement.

TUF shall deliver Certificates of Insurance relating to all of the above referenced coverages to the Workforce Council at the time of the execution of this Agreement as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificate

shall provide that no less than thirty (30) days advance notice will be given in writing to the Workforce Council prior to cancellation, termination or alteration of said policies of insurance.

K. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the Workforce Council, TUF, or the Fund Committee unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

L. Promotion

Unless specifically authorized in writing by the Secretary of OPM, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies:

- (1) in any advertising, publicity, promotion; or
- (2) to express or to imply any endorsement of Contractor's products or services; or
- (3) to use the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by subparagraphs (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

M. Confidentiality

All data provided to TUF by the Workforce Council or developed internally by Contractor with regard to this Agreement will be treated as proprietary to the Workforce Council and confidential unless the Workforce Council agrees in writing to the contrary. TUF agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by the Workforce Council or others, which may come into TUF's possession during the term of this Agreement, except where disclosure of such information by TUF is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, TUF will provide advance notice to the Workforce Council of the need for the disclosure and will not disclose absent consent from the Workforce Council.

N. Subpoenas

In the event the TUF's records are subpoenaed pursuant to Connecticut General Statutes § 36a-43, TUF shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the Workforce Council in Section 4 of this Agreement of such subpoena. Within thirty-six (36) hours of service, TUF shall send a written notice of the subpoena together with a copy of the same to the person designated for the Workforce Council in Section 4 of this Agreement.

O. Survival

The rights and obligations of the parties which by their nature survive termination or completion of the Agreement, including but not limited to those set forth herein in sections relating to

Indemnity, Nondisclosure, Promotion, and Confidentiality of this Agreement, shall remain in full force and effect.

P. Americans with Disabilities Act

This clause applies to those state contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of this Agreement. TUF represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of TUF to satisfy this standard either now or during the term of this Agreement as it may be amended will render the contract voidable at the option of the Workforce Council upon notice to TUF. TUF warrants that it will hold the Workforce Council and/or the Fund Committee harmless from any liability which may be imposed upon the Workforce Council and/or the Fund Committee as a result of any failure of TUF to be in compliance with this Act.

Q. Non-Discrimination

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

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

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

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

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

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

R. Executive Orders

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, concerning labor employment practices and, as such, this Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion.

TUF agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment openings and, as such, this Agreement may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

This Agreement is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace and, as such, the contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. 16. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

Pursuant to Governor Dannel P. Malloy's Executive Order No. 49 promulgated May 22, 2015 concerning fairness and transparency in the contracting process, TUF shall comply with the certification requirements of Connecticut General Statutes §§ 4-250 and 4-252, for all personal service agreement contracts with a value of \$50,000 or more in a calendar or fiscal year by executing and filing the respective certifications with the Workforce Council. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their

respective terms and conditions. If Executive Orders 49 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.

S. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut and, if applicable, the Workforce Council and the Fund Committee shall not be construed to have waived any rights or defenses of sovereign immunity which they may have with respect to all matters arising out of this Agreement.

T. Assignment

This Agreement shall not be assigned without the express prior written consent of the parties.

U. Severability

If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

V. Headings

The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

W. Third Parties

The Workforce Council and/or the Fund Committee shall not be obligated or liable hereunder to any party other than TUF.

X. Non Waiver

In no event shall the making by the Fund Committee of any payment to TUF constitute or be construed as a waiver by the Fund Committee and/or the Workforce Council of any breach of covenant, or any default which may then exist, on the part of TUF and the making of any such payment while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Fund Committee and/or the Workforce Council in respect to such breach or default.

Y. Contractor Certification

TUF certifies that TUF has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has the Contractor made an admission of guilt of such conduct which is a matter of record.

Z. Large State Contracts

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, TUF must present at the execution of each large State contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift certification, which TUF shall update as prescribed by Connecticut General Statute § 4-252(a). In addition, pursuant to Governor Dannel P. Malloy's Executive Order No. 49, anyone who executes and files said gift certification shall also execute

and file a campaign contribution certification disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

AA. State Contracting Standards Board

Per Connecticut General Statute § 4e-7, Contractor acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for the Workforce Council's consideration and final Workforce Council determination, termination of this contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or State contracting agency.

BB. Large State Construction Or Procurement Contract

[OMITTED]

CC. Disclosure of Consulting Agreements

Pursuant to Connecticut General Statutes § 4a-81, the chief official of TUF, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with this Agreement. Such affidavit shall be required if any duties of the consultant included communications concerning business of a State or quasi-public agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of Connecticut General Statutes § 4a-81.

DD. Retaliation Prohibition

Pursuant to Connecticut General Statutes § 4-61dd, a large state contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract, if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the large state contractor in retaliation for such employee's disclosure of information to any employee of the contracting State or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of Connecticut General Statutes § 4-61dd(a). 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. Each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor. As used in Connecticut General Statutes § 4-61dd, a "large state contract" means a

contract between an entity and a state or quasi-public agency having a value of five million dollars or more and (2) "large state contractor" means an entity that has entered into a large state contract with a state or quasi-public agency.

EE. Campaign Contribution and Solicitation Prohibitions

For all State contracts as defined in Connecticut General Statutes § 9-612(f)(1)(2) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment B.

FF. Non-Discrimination Certification

Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), every Contractor is required to provide the State with a non-discrimination certificate for all State contracts regardless of type, term, cost or value. The appropriate form must be submitted to the awarding State agency prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory requirements may be found on OPM's website. The applicable certification form must be signed by an authorized signatory of the Contractor (or, in the case of an individual contractor, by the individual).

GG. Iran Certification

Effective October 1, 2013, OPM Iran Certification Form 7 must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. OPM Iran Certification Form 7 must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form.

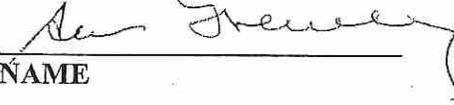
HH. Forum and Choice of Law

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

[INTENTIONALLY LEFT BLANK]

SIGNATURES

PCA WORKFORCE COUNCIL

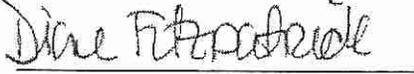
 NAME	Chair, PCA workforce Council Deputy Secretary, Office of Policy and Management (OPM)	2/1/16 DATE
---	--	----------------

1199 TRAINING AND UPGRADING FUND

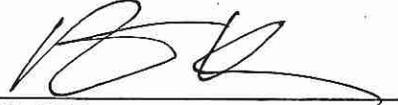
 NAME	Executive Director	1/29/16 DATE
---	--------------------	-----------------

PCA TRAINING FUND COMMITTEE

 NAME	Vice President/Homework Director District 1199 NE/SEIU	1/27/16 DATE
---	---	-----------------

 NAME	Labor Relations Spec OPM/AL	2/1/16 DATE
---	--------------------------------	----------------

OFFICE OF THE ATTORNEY GENERAL

 NAME Robert W. Clark	Special Counsel	2/3/16 DATE
--	-----------------	----------------

ATTACHMENT B

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

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

Campaign Contribution and Solicitation Limitations

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

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring

notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

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

Contract Consequences

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

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

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

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 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.