PERSONAL SERVICE AGREEMENT

CO-802A REV. 2/08

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER

1. PREPARE IN QUADRUPLICATE
2. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) [X] ORIGINAL [ ] AMENDMENT | (2) IDENTIFICATION NO. P.S. 26ECD2517

CONTRACTOR	(3) CONTRACTOR NAME: Cardona Solutions LLC	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? [ ] YES [X] NO
	CONTRACTOR ADDRESS: P.O. Box 112, Meriden, CT 06450	CONTRACTOR FEIN/SSN - SUFFIX: 33-3323967
STATE AGENCY	(5) AGENCY NAME AND ADDRESS: Office of Workforce Strategy, 450 Capitol Ave, 3rd Floor, Hartford, CT 06106	
CONTRACT PERIOD	(6) DATE *(FROM)*: OAG execution date — THROUGH (TO): 6/30/2027	(7) INDICATE: [ ] MASTER AGREEMENT [ ] CONTRACT AWARD NO. _____ [X] NEITHER
CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELED BY THE STATE BUSINESS UNIT, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT)	(8) REQUIRED NO. OF DAYS WRITTEN NOTICE: 30

COMPLETE DESCRIPTION OF SERVICE

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

Services shall be provided in accordance with Part 2 of Attachment A, which is hereby incorporated by reference.

Attachment A is attached hereto and incorporated herein, in its entirety, by reference.

COST AND SCHEDULE OF PAYMENTS

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Payment shall be provided in accordance with Part 3 of Attachment A, which is hereby incorporated by reference.

Attachment A is attached hereto and incorporated herein, in its entirety, by reference.

(11) OBLIGATED AMOUNT: $250,000.00

(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) PROJECT/ GRANT	(19) CHARTFIELD 1	(20) CHARTFIELD 2	(21) BUDGET REFERENCE
$250,000.00	12052	ECD46595	44042	14000	51230	ECD000003000006			

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(22) STATUTORY AUTHORITY: Conn. Gen. Stat. §§ 4-8, 4-124w(b)	
(23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE: President Cardona Solutions	DATE: 7/30/26
(24) AGENCY (AUTHORIZED OFFICIAL) Kelli-Ann Valli PhD	TITLE: Chief Workforce Officer	DATE: 7/30/26
(25) OFFICE OF POLICY & MANAGEMENT/DEPARTMENT OF ADMINISTRATIVE SERVICES: OPM Approval Attached	TITLE:	DATE: 7/22/26
(26) ATTORNEY GENERAL (APPROVED AS TO FORM) Jeffrey Zeman — Digitally signed by Jeffrey Zeman Date: 2026.08.21 10:08:14 -04'00'		DATE:

DISTRIBUTION: ORIGINAL CONTRACTOR | PHOTOCOPY-OPM/DAS | PHOTOCOPY-ATTORNEY GENERAL | PHOTOCOPY-AGENCY

Borz-Baba, Ovidiu

From: corectprd@ct.gov
Sent: Wednesday, July 22, 2026 8:53 AM
To: Borz-Baba, Ovidiu
Subject: Requisition ID "0000002517" Business Unit "Econ. & Community Development" Has Been "Approved" by Kevin.Meakem@ct.gov

The following requisition has been "Approved".

Requester: 578429
Business Unit: Econ. & Community Development
Requisition ID: 0000002517
Requisition Name: PSA-Waiver Cardona Solutions
Date: 2026-06-02

You can navigate directly to the approval page for more information by clicking the link below.

https://corect.ct.gov/psp/PEPRD/EMPLOYEE/ERP/c/PV_MAIN_MENU.PV_REQ_APPROVAL.GBL?Action=U&BUSINESS_UNIT=ECDM1&REQ_ID=0000002517

ATTACHMENT A

This Personal Service Agreement (hereinafter "Agreement" or "Contract") entered into on the date this Agreement is executed by the Attorney General of the State of Connecticut as evidenced on Personal Service Agreement Form CO-802A (the "date of execution"), is between the STATE OF CONNECTICUT acting through the Chief Workforce Officer of the Office of Workforce Strategy pursuant to Connecticut General Statutes sections 4-8 and 4-124w(b) (hereinafter the "State", "Agency", or "OWS") and Cardona Solutions LLC (hereinafter "Contractor"). The parties hereto agree that the services specified below shall be provided by the Contractor in strict compliance with the provisions of this Agreement.

PART 1

TERM

Performance under this Agreement shall commence upon execution by both parties ("Agreement Execution Date") and shall terminate on June 30, 2027 ("Agreement Termination Date") but may be terminated at will by either party upon thirty (30) days written notice as more fully set forth in Part 1, Section 17 of this Agreement.

CONDITIONS

1. Changes in Services

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

2. Independent Contractor

Contractor 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. Contractor shall act as an independent contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. It is acknowledged that services rendered by the Contractor to the State hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

3. Notices

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, "Notices") are deemed to have been received two (2) days after the date that the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or one (1) day after the date sent if placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

STATE:	Office of Workforce Strategy 450 Capitol Avenue Hartford, CT 06106
ATTENTION:	Laura M. Baker, laura.m.baker@ct.gov
CONTRACTOR:	Cardona Solutions LLC P.O. Box 112 Meriden, CT 06450
ATTENTION:	Miguel A. Cardona, Ed.D., miguel@miguelcardona.us

4. 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.

5. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel and any State approved subcontractor necessary to perform the services under this Agreement.

Contractor shall advise the State promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees' performance or subcontractor's performance which may reasonably be expected to affect

Contractor's performance of services under this Agreement. The State may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the State to provide the services otherwise performable by Contractor hereunder. Contractor will be responsible to the State for any economic detriment caused the State by such subcontract arrangement.

Contractor shall, if requested to do so by the State, reassign from the State's account any employee or authorized representatives whom the State, in its sole discretion, determines is incompetent, dishonest or uncooperative. In requesting the reassignment of an employee under this paragraph, the State shall give a fifteen-day (15) notice to Contractor of the State's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy the State that employee should not be reassigned. However, at the State's decision and sole discretion, after such five (5) days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from the State's account.

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

6. Conflicts, Error, Omissions and Discrepancies

a. In the event of any conflict between the provisions of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement shall control.

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

7. Indemnity

For purposes of this Contract, "Perform" shall mean all acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully, according to its terms. For purposes of this Agreement, the verb "to Perform" includes all parts of speech. Further, For purposes of this Contract, "Records" means all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

(a) 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) third party Claims arising, directly or indirectly, in connection with the Contract; 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 or this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. 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 that may be included in the deliverables or performance, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, trade secrets, trademarks, articles or appliances furnished or used in the performance.

(b) Contractor shall not be responsible for indemnifying, defending 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) Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of Contractor or any Contractor Parties. The State shall give Contractor reasonable notice of any such Claims.

(d) Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this 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 or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims or both.

(e) Contractor shall carry and maintain at all times during the Term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract. 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. 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.

8. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to this Agreement or any part thereof to any member of the public, press, business entity or official body unless prior written consent is obtained from the State.

9. Audit and Inspection of Plants, Places of Business, and Records

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.

(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

10. Non-Waiver

(a) Unless otherwise specified, all rights are remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition and without prejudice to every other remedy provided in the Contract or at law or in equity.

(b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

11. Promotion

(a) With the exception of subsection (b) of this section, unless specifically authorized in writing by the Chief Workforce Officer of the Office of Workforce Strategy 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 or employees, or seal of the State:

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 names of the State, its officials or employees or the State Seal in any 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.

(b) Contractor may provide a brief synopsis of the project for the purpose of external proposals, internal publications, and other purposes so long as it limited to the description of the project as set forth in Section 4 of Part 2: Specification of Services.

(c) With the exception of the deliverables described in Part 2: Specification of Services, the State shall not use the Contractor's name, trademarks, service marks, or logos in any way without the express written consent of the Contractor.

12. Survival

The rights and obligations of the parties which by their nature survive termination or completion of this Agreement, including but not limited to those set forth herein in Part 1, Sections 7, 8, 11, and 13 of this Agreement, shall remain in full force and effect.

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

(1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

(2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

(3) A process for reviewing policies and security measures at least annually;

(4) Creating secure access controls to Confidential Information, including but not limited to passwords; and

(5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(c) The Contractor and Contractor Parties shall notify the Agency 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 Agency 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 Agency, 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) For purposes of this section, (1) "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 OWS 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; and (2) "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: (a) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (b) 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; (c) 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 (d) if there is a substantial risk of identity theft or fraud to the client, the Contractor, OWS, or the State.

14. Non-Discrimination

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

(1) "Commission" means the Commission on Human Rights and Opportunities;

(2) "Contract" and "contract" include any extension or modification of the Contract or contract;

(3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

(4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

(5) "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "Good faith efforts" includes, but is not 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 (1) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (a) exercise operational authority over the daily affairs of the enterprise, (b) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (c) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (d) are members of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability, or (2) which is a nonprofit corporation in which fifty-one per cent or more of the persons who exercise operational authority over the enterprise, (a) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (b) have the power to direct the management and policies of the enterprise, and (c) are member of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability; and

(10) "Public works contract" means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees where such funding equals one hundred fifty thousand dollars or more.

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

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, 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, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission 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 or she 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; the timing and value of bids; 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 in every subcontract entered into in order to fulfill any obligation of a public works contract, 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) Pursuant to subsection (c) of section 4a-60 of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this Section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such section. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: MW

15. (Section 15 is intentionally omitted.)

16. Sovereign Immunity

The parties acknowledge and agree that nothing in 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.

17. Termination

(a) 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 modify or complete its Performance prior to such date.

(b) Notwithstanding any provisions in this Contract, either party, through a duly authorized employee, may, after making a written determination that the other has Breached the Contract and failed to remedy the Breach, Terminate the Contract in accordance with the provisions in the Breach Section of this Contract.

(c) Notices of Termination must be sent in accordance with the Notice Section of this Contract. Upon receiving the Termination notice from the Agency, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of 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, PDF, ASCII or .TXT.

(d) 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.

(e) 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 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 will not tender to the Contractor any payments for

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

(f) If the Contractor (a) fails to cure a Breach in accordance with this Section or Subsection (b) is in violation of any of the Representations and Warranties herein, or if any of those Representations and Warranties are false or misleading in any material respect, then, notwithstanding any provisions in this Contract, the Agency may Terminate with no Remedy Period. The Agency may also revoke any consent to assignments given, with the effect of the assignments never having been requested or consented to. In case of such revocation, the Agency will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.

(g) 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.

(h) Termination of the Contract pursuant to this Section shall not be deemed to be a breach of contract by the Agency.

18. Breach

(a) If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party by overnight or certified mail, return receipt requested, to the most current address the breaching party has furnished for the purposes of correspondence and afford the breaching party an opportunity to cure within thirty (30) days from the date that the breaching party receives the notice. In the case of a Contractor breach, OWS may set forth any period greater or less than thirty (30) days, so long as such time period is otherwise consistent with the provisions of this Contract (for the purposes of this paragraph, the time period set forth by the non-breaching party shall be referred to as the "right to cure period"). 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.

(b) In the event of a breach, OWS may require the Contractor to prepare and submit to OWS a Corrective Action Plan in connection with an identified breach. The Corrective Action Plan shall provide a detailed explanation of the reasons for the cited deficiency(ies), the Contractor's assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency(ies). The Contractor shall submit the Corrective Action Plan within ten (10) business days following the request for the plan by OWS and is subject to approval by OWS,

which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Contractor remains responsible for achieving all Performance criteria. The acceptance of a Corrective Action Plan shall not excuse prior substandard Performance, relieve Contractor of its duty to comply with Performance standards, or prohibit the State from pursuing additional remedies or other approaches to correct substandard Performance.

(c) The written notice of the breach may include an effective Termination date. If the identified breach is not cured by the stated Termination date, unless otherwise modified by the non-breaching party in writing prior to such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, the non-breaching party shall be required to provide the breaching party no less than twenty-four (24) hours written notice prior to terminating the Contract, such notice to be provided in accordance with the Notice section herein.

(d) If the Agency reasonably and in good faith determines the Contractor has not Performed in accordance with the Contract, OWS may withhold payment in whole or in part in an amount reasonably related to the non-Performance pending resolution of the Performance issue, provided that OWS notifies the Contractor in writing prior to the date that the payment would have been due.

(e) Notwithstanding any provisions in this Contract, OWS may Terminate this Contract with no right to cure period for Contractor's breach or violation of any of the provisions in the Section concerning Representations and Warranties and revoke any consent 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.

(f) Termination under this Breach section is subject to the provisions of the Termination Section in this Contract.

19. Representations and Warranties

The Contractor, represents and warrants to Agency for itself and Contractor Parties, that:

(a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;

(b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the Agency under and pursuant to the Contract, including, but not limited to, (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;

(c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

(d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

(e) as applicable, they have not, within the three (3) years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

(g) they have notified the Agency in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;

(h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

(i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;

(j) they shall disclose, to the best of their knowledge, to the Agency in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims.

(k) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;

(l) if the Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of the Contractor Parties, then the Contractor shall enter into a written contract with the Contractor Parties, in which contract the Contractor Parties shall make all of the applicable representations and warranties in this Section for the respective benefit of the Agency;

(m) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in State of Connecticut;

(n) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

(o) they owe no unemployment compensation contributions;

(p) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

(q) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse; and

(r) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the Agency, such information as the Agency may require to evidence, in the Agency's sole determination, compliance with this Section.

20. Terms, Headings, Number, and Gender

Wherever the term "Chief Workforce Officer" is used in this Agreement it shall include the Chief Workforce Officer of the Office of Workforce Strategy or his or her authorized agent, employee or designee. The headings given to the Sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular Section to which the heading refers. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

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

Notwithstanding the above, the State acknowledges that Contractor will be collaborating with Social Impact Partners and delegating certain tasks. However, at all times, Contractor will remain

responsible for the completion of the tasks so delegated.

22. Third Parties

The State shall not be obligated or liable hereunder to any party other than the Contractor.

23. Severability

If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

24. Subpoenas

In the event the State's records are subpoenaed pursuant to Connecticut General Statutes Section 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the State in the Notice section of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoenas together with a copy of the same to the person designated for the State in Section 4 of Part 1 of this Agreement.

25. Executive Orders and Other Enactments

(a) All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Agreement at any time during its term, or that may be made applicable to the Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Applicant is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or the OWS's authority to require compliancewith the Enactments.

(b) 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, 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 this Agreement as if they had been fully set forth in it.

(c) This Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

26. Gift and Campaign Contribution

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more in a calendar year, the authorized signatory to this Contract represents that they have received 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.

27. State Contracting Standards Board

Pursuant to Connecticut General Statutes section 4e-7, as may be amended, Contractor acknowledges and accepts that, for cause as defined in said statute, the State Contracting Standards Board may review and recommend, for OWS's consideration and final OWS determination, termination of this contract.

28. Disclosure of Consulting Agreements

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to the Contract. "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 contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title	Name of Firm (if applicable)
Miguel Cardona	Cardona Solutions

Start Date	End Date	Cost
7/30/26	June 30 2027	250,000

The basic terms of the consulting agreement are: See page 24

Description of Services Provided: _____

See Page 24

Is the consultant a former State employee or former public official? ☑ YES ☐ NO If YES: Commissioner of Education (Name of Former State Agency) January 20, 2021 (Termination Date of Employment)

29. Insurance Requirements for Personal Service Agreements of $100,000 or more

(a) Contractor shall procure and maintain for the duration of the contract the following types of insurance, in amounts no less than the stated limits, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operation, Independent Contractors, Product and Completed Operations and Contractual Liability. If a general aggregate is used the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the occurrence limit.

2. Workers' Compensation and Employer's Liability: Statutory coverage in compliance with compensation laws of The State of Connecticut. Coverage shall include Employer's Liability with a minimum limit of $100,000 each accident, $500,000 Disease – Policy limit, $100,000 each employee.

3. Professional Liability: The contractor shall maintain professional liability coverage providing for a total limit of $1,000,000 to cover any act, error or omission to cover any claim arising from the performance of the designated professional services (if available).

(b) Additional Insurance Provisions

1. The State of Connecticut Office of Workforce Strategy, its officials and employees shall be named as an Additional Insured on the Commercial General Liability Policy.

2. Described insurance shall be primary coverage and contractor and contractor's insurer shall have no right of subrogation recovery or subrogation against the State of Connecticut.

3. Contractor shall assume any and all deductibles in the described insurance policies.

4. Each insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail has been given to the State of Connecticut.

5. Each policy shall be issued by an Insurance Company licensed to do business by Connecticut Department of Insurance and having a Best Rating of A-, VII, or better.

30. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the Office of State Ethics pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

31. Confidential Information

The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Records and the specifications, conflicts or is in any way inconsistent with this Section, this Section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL", the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession

which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

32. Setoff

The State, in its sole discretion, may setoff and withhold (1) any costs or expenses, including, but not limited to, costs or expenses such as overtime, that the State incurs resulting from the Contractor's unexcused breach under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State. The State's right of setoff and right to withhold are not the State's exclusive remedies for Contractor's Breach, all of which remedies survive any setoffs and withholdings by the State.

33. Amendments; Supremacy and Entirety of Contract

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

34. Iran Energy Investment Certification

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section shall not be deemed to be in breach of the Contract or in violation of the section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

35. Large State Contract Representation for Contractor

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and 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 requests 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;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

36. Large State Contract Representation for Official or Employee of State Agency

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

37. Access to Contract and State Data

The Contractor shall provide to the Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.

38. Call Center and Customer Service Work

The Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

39. Compliance with Consumer Data Privacy and Online Monitoring

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

PART 2
SPECIFICATION OF SERVICES

1. Definitions

- **Connecticut Career Pathways Commission (the "Career Pathways Commission" or the "Commission")**: A Commission established by Executive Order No. 26-2 to build upon and support the implementation of the Governor's Workforce Strategic Plan, with a specific focus on strengthening, aligning, and accelerating education and career pathways across the State of Connecticut.
- **Governor's Workforce Council ("GWC")**: The GWC serves as the federally mandated State Workforce Board under the Workforce Investment Opportunity Act ("WIOA") (*see WIOA*).
- **The Governor's Workforce Strategic Plan**: Per C.G.S. § 4-124w, the state workforce strategy developed and updated by the Chief Workforce Officer, in consultation with the Governor's Workforce Council and Governor's Workforce Cabinet and approved by the Governor.
- **Workforce Innovation and Opportunity Act ("WIOA")**: Established by Pub. L. 113-128 (July 22, 2014), it is the federally funded program that helps job seekers, workers and businesses with career services, job training and education. The 21st century public workforce development system created through WIOA builds closer ties among business leaders, State and Local Workforce Development Boards, labor unions, community colleges, nonprofit organizations, youth-serving organizations, and State and local officials to deliver a more job-driven approach to training and skills development. The system delivers integrated, job-driven services to job seekers, including youth and those with barriers to employment, as well as to workers and employers. It supports the development of strong regional economies and enhances performance accountability to better inform consumers and investors about programs and services that work.

2. Project Title

Connecticut Career Pathways Commission Facilitation

3. Project Overview

On April 2, 2026, Governor Ned Lamont signed Executive Order No. 26-2 ("Executive Order") directing the establishment of the Connecticut Career Pathways Commission. The Executive Order charges the Commission with developing a comprehensive statewide strategy to strengthen, align, and accelerate education and career pathway efforts across Connecticut, working in close partnership with OWS, the GWC, and other relevant state agencies, and reporting to the Governor and General Assembly no later than February 15, 2027. Contractor was selected to serve as chair of the Commission and lead this effort.

4. Deliverables / Projects

Contractor shall perform the following duties and projects over the course of the Agreement:

Phase	Timeline	Deliverables / Projects
Phase 1: Governance Summary and Initial Discovery	Approximately 30 days from Agreement Execution Date	Governance Summary • Design and submit a draft governance summary for the Commission (the "Commission's Governance") which shall include member roles and responsibilities, Commission working group structure, planned stakeholder engagement, process for soliciting feedback, and targeted meeting dates. Where not otherwise specified in this Agreement, the number and frequency of any Commission meetings, Commission working groups, stakeholder engagements, and public feedback sessions shall be determined by the parties and agreed upon. Initial Discovery • With OWS input, generate a list of key stakeholders, including business leaders, higher education and K-12 educators and administrators, and workforce board and community-based organization representatives, to include in the next two Commission meetings. • Facilitate at least two meetings with Commission members and stakeholders to inform: (1) a landscape analysis of Connecticut's current career pathway system, which shall identify current career pathway programs across Connecticut and analyze best practices, limitations, and barriers within existing programs ("Landscape Analysis"); (2) a list of high priority and industry-aligned pathways to target ("Pathway Sectors"); and (3) shared definitions and standards to be used in developing the report described in Phases 2 and 3 below ("Shared Definitions and Standards"). • Oversee completion and submit drafts of: (1) Landscape Analysis; (2) Pathway Sectors; and (3) Shared Definitions and Standards.

Phase	Timeline	Deliverables / Projects
Phase 2: Recommendation-Building and Draft Report	Approximately 3-4 months from Agreement Execution Date	Recommendation Building • Prior to each upcoming Commission meeting, participate in at least one meeting with OWS to prepare for respective Commission meeting. • Refine, if necessary, the Commission's Governance. • Facilitate working group and/or stakeholder meetings, as agreed upon by the parties, to develop recommendations aligned with the four pillars outlined in the Executive Order: (1) Pathway Design & Delivery; (2) Credentialing & Quality; (3) Work-Based Learning & Employer Engagement; and (4) Policy, Funding, Data & Accountability. • Facilitate at least three Commission meetings to discuss and gather input on the working groups' recommendations as aligned with the Executive Order's four pillars. Draft Report • Incorporating Commission, working group, and stakeholder recommendations, prepare and submit a draft report which shall include a five-year career pathways strategic plan, recommendations on statutory, regulatory, and administrative reforms, an initial implementation plan, and all other requirements specified in the Executive Order. • Incorporating any feedback received from OWS, revise and prepare draft report for public comment.
Phase 3: Finalization of Recommendations and Report Submission	Agreement Termination Date	• Oversee and participate in public feedback sessions on the draft report. The number and frequency of public feedback sessions shall be agreed upon by the parties. • Incorporate any public feedback, as deemed appropriate by the parties, and submit to OWS the final draft report by December 15, 2026 for submission to the Governor and General Assembly no later than December 31, 2026. • Incorporate any feedback received from the Governor and the General Assembly and submit to OWS the final report by February 1, 2027 for final submission to the Governor and General Assembly no later than February 15, 2027. • Assist OWS in responding to any follow-up questions from the Governor, General Assembly, educational institutions, or other career pathways stakeholders pertaining to the final report.

PART 3
PAYMENT AND BUDGET

1. Costs and Invoicing

a. OWS shall pay Contractor a total sum not to exceed $250,000.00, as described in Section 3. Budget below, for services performed under this Contract.

b. The Budget may be modified by Contractor's request if such request is approved in writing by OWS. Approval by OWS of any modification to the Budget shall not constitute or imply a revision of the total sum specified in subsection (a) of this section.

c. Contractor shall submit invoices following the completion of each phase as detailed in Section 3. Budget below, with accompanying documentation on expenditures to date, which shall include: (1) the Contractor name, the Contract Number, the last four digits of the Contractor's Federal Employer Identification Number or Social Security Number, the billing period; (2) a detailed list of the completion of each task and deliverable, as described in Section 4 of Part 2: Specification of Services; and (3) final materials associated with the completion of each deliverable, as detailed in Section 4 of Part 2: Specification of Services, if not already submitted by time of invoicing. Invoices shall be in a format agreed upon by the Parties.

2. Payment Procedures

a. OWS shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth herein, subject to the availability of funding.

b. OWS shall pay each invoice within forty-five (45) business days following receipt of that invoice.

i. If OWS determines that the amount of any invoice does not correctly represent work related to services as described herein during the term that the invoice covers, then it shall notify Contractor (i.e., Part 1, Section 3 Notices) within thirty (30) business days of receipt of the invoice, and Contractor shall make all changes necessary to correct that invoice within fifteen (15) business days of such notice.

ii. If Contractor disputes any OWS notice as described above, Contractor shall notify OWS in writing of its dispute within thirty (30) business days following Contractor's receipt of OWS's Notice. OWS will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from OWS's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after OWS has concluded its review, and where appropriate, payment shall be due within fifteen (15) business days after its review has been completed. OWS shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iii. If OWS suspects or has knowledge of any financial irregularity in the use of funds, such as fraud, misappropriation, or use of funds for purposes other than for the services enumerated in this Agreement, then it shall notify Contractor (i.e. Part 1, Section 3 Notices) within thirty (30) business days of receipt of any ensuing invoice. No payments shall be due on any pending or subsequent invoices until OWS has completed its investigation and made a determination, which may result in the payment(s) being adjusted or denied depending on the outcome of the investigation. If resolved, payment shall be due within fifteen (15) business days after OWS has made its determination. OWS shall not pay any interest on any amount during the period of its investigation.

c. The acceptance of an invoice shall not constitute acceptance of any work performed under this Agreement.

3. Budget

Phase	Timeline	Totals
Phase 1: Governance Summary and Initial Discovery	Approximately 30 Days from Agreement Execution Date (estimated by August 13, 2026)	**$70,000.00**
Phase 2: Recommendation-Building and Draft Report	Approximately 3-4 Months from Agreement Execution Date (estimated August 14, 2026 through October 23, 2026)	**$70,000.00**
Phase 3: Finalization of Recommendations and Report Submission	By Agreement Termination Date (estimated October 24, 2026 through June 30, 2027)	**$110,000.00**
		$250,000.00

[END OF ATTACHMENT A]