



STATE OF CONNECTICUT
OFFICE OF EARLY CHILDHOOD



Connecticut Office of
Early Childhood

Dannel P. Malloy
Governor
Nancy Wyman
Lt. Governor

Myra Jones-Taylor, Ph. D.
Commissioner

June 15, 2016

The Honorable David R. Martin
Mayor
City of Stamford
888 Washington Boulevard
Stamford, CT 06904-2152

Contract #: **14OEC0064AA Amendment 1**
Child Day Care
Period as Amended **7/1/14 - 6/30/18**
Amount as Amended: **\$7,805,749.12**

Dear Mayor Martin:

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

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

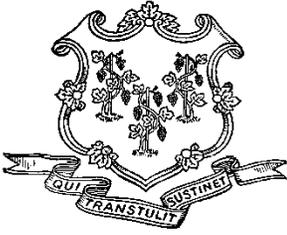
For issues or concerns related to this contract, please direct your inquiries to Michelle Levy, (860) 713-6756, michelle.levy@ct.gov.

Sincerely,

Myra Jones-Taylor
Commissioner

C: Contract file, Michelle Levy, Annette Carbone

Phone: (860) 713-6410 • Fax: (860) 713-7037
165 Capitol Avenue
Hartford, Connecticut 06106
www.ct.gov/oec
Affirmative Action/Equal Opportunity Employer



STATE OF CONNECTICUT
OFFICE OF EARLY CHILDHOOD

CONTRACT AMENDMENT

Contractor: City of Stamford
Contractor Address: 888 Washington Boulevard, Stamford, CT 06904-2152
Contract Number: 14OEC0064AA
Amendment Number: A1
Amount as Amended: \$7,805,749.12
Contract Term as Amended: 7/1/2014 – 6/30/2018

The contract between **City of Stamford** (*the "Contractor"*) and the **Office of Early Childhood** (*the "Agency"*), which was last executed by the parties on effective date: 7/1/14, is hereby amended as follows:

1. The term of the contract is extended for an additional two years and the end date of the contract is changed from **6/30/16 to 6/30/18**.
2. Page 1 of the contract is amended because the total maximum amount payable under this contract has increased by **\$3,902,874.56 from \$3,902,874.56 to \$7,805,749.12**.
The increase provided under this Amendment in the maximum amount payable shall be used to fund additional costs incurred from changes set forth in paragraph 11 of this Amendment.
3. Part I, Section A.2.i of this contract is hereby amended by the substitution of following provision on and after the effective date of this Amendment:
 - i. **"Family"** shall mean:
 - a. For those families funded using State funds:
 - i. The parent(s), a parent's spouse and minor child(ren) who reside together. Additionally, a "parent" can be a person of majority age who has been legally granted "in loco parentis" status,
 - ii. A child, for whom Temporary Family Assistance (TFA) is paid and who lives with a relative who does not receive TFA for themselves. Such a child shall be considered a family of one, or
 - iii. A child in foster care authorized by the Connecticut Department of Children and Families (DCF). Such a child shall be considered a family of one.
 - b. For those families funded by Federal TANF funds:
 - i. The parent(s), a parent's spouse and minor child(ren) who reside together. Additionally, a "parent" can be a person of majority age who has been legally granted "in loco parentis" status,
4. Part I, Section A 2.q of this contract is hereby amended by the substitution of following provision on and after the effective date of this Amendment:
 - q. **"Preschool Accredited Rate"** is the maximum amount the Agency will pay the Contractor for contracted preschool services at accredited facilities or at a facility new to providing services under this contract that is working toward initial accreditation and is fulfilling the requirements to achieve accreditation.

5. Part I, Sections A.2.w , A.2.x, A.2.z, and A.2.aa of this contract are amended by the substitution of following provision on and after the effective date of this Amendment:
- w. **“Standard Weekly Accredited Rate”** is the maximum is the maximum amount the Agency will pay the Contractor, by region, where applicable, and service category, for contracted infant/toddler and school-age services provided in communities, which are not designated as a Title I community at accredited facilities or at a facility new to providing services under this contract that is working toward initial accreditation and is fulfilling the requirements to achieve accreditation.
 - x. **“Standard Weekly Unaccredited Rate”** is the maximum amount the Agency will pay the Contractor, by region, where applicable, and service category, for contracted infant/toddler and school-age services provided in communities, which are not designated as a Title I community at facilities that have had accreditation revoked and/or are a new program that is not fulfilling the requirements to achieve accreditation.
 - z. **“Title I Weekly Accredited Rate”** is the maximum amount the Agency will pay the Contractor, by region, where applicable, and service category, for contracted infant/toddler and school-age services provided in Title I communities at accredited facilities or at a facility new to providing services under this contract that is working toward initial accreditation and is fulfilling the requirements to achieve accreditation.
 - aa. **“Title I Weekly Unaccredited Rate”** is the maximum amount the Agency will pay the Contractor, by region, where applicable, and service category, for contracted infant/toddler and school-age services provided in Title I communities at facilities that have had accreditation revoked and/or are a new program that is not fulfilling the requirements to achieve accreditation.
6. Part I, Section A.6.c. of this contract is hereby amended by the substitution of following provision on and after the effective date of this Amendment:
- c. The Federally funded portion of this contract’s funds must be used to support families, as defined in Part A, Section A.2.i(b), that fall on or under two hundred percent (200%) of the federal poverty level. The Contractor shall report the number of families falling under this threshold on the monthly PSR.
7. Part I, Section G.7 of this contract is hereby amended by the substitution of following provision on and after the effective date of this Amendment:
- 7. Contractor agrees to comply with the requirements applicable to the Federal SSBG and CCDF programs, including the audit requirements of OMB Omni Circular as amended from time to time (found on its website). This contract shall be extended to and communicated in writing to subcontractors and sub-recipients implementing the programs. Contractor compliance with and notification to subcontractors and sub-recipients in writing shall include the use of Federal awards.
8. The following subsection shall be appended to Part I, Section G of this contract:
- 8. **Funding Identification.**
 - a. The Contractor’s DUNS number is 072121601.
 - b. Federal funding has been provided for this contract as follows:
 - CFDA (Catalog of Federal Domestic Assistance) Title: SSBG
 - CFDA Number: 93.667
 - Award Name: Social Services Block Grant
 - Award Year: 2014, 2015 & 2016
 - Research and Design: No
 - Name of Federal Agency Awarding: US DHHS, ACF

 - CFDA (Catalog of Federal Domestic Assistance) Title: TANF
 - CFDA Number: 93.558
 - Award Name: Temporary Assistance for Needy Families Block Grant
 - Award Year: 2015 & 2016
 - Research and Design: No
 - Name of Federal Agency Awarding: US DHHS, ACF
9. Unless the Contractor submits to the Department previous written authorization from the Federal awarding agency prior to contract execution, the Contractor shall not exceed the default 10% cap on administrative costs for Federal funding allocated under this contract. All administrative costs in excess of 10% of the total Federal funding amount will be disallowed.

10. **Federal Office of Management and Budget Requirements.**

- a. This contract includes Federal Financial Assistance, and therefore such funds shall be subject to the Federal Office of Management and Budget Cost Principles codified in the OMB Super Circular as set forth in 2 C.F.R. pt. 200 and as updated from time to time.
- b. Federal funding shall be released by the Department contingent upon receipt of federal monies by the Department in compliance with the Federal Cash Management Improvement Act (CMIA), 31 U.S.C. § 6501 et. seq.

11. **Federal Funding Accountability and Transparency Act (FFATA):**

- a. The Contractor shall register with the Federal System for Award Management (SAM) at <https://www.sam.gov> to assist the Department with meeting its obligation to comply with the Federal Funding Accountability and Transparency Act (FFATA).
- b. The Contractor shall ensure that it shall remain active in SAM by updating its SAM profile at least every 12 months. Upon notification by the Department that its SAM status is not active, the Contractor shall update its SAM profile within five business days of such notification. The Contractor's failure to comply may impact future issuance of payments by the Department.

12. **Trafficking Victims Protection Act of 2000.**

- a. Pursuant to Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended, the Agency shall terminate this contract immediately and report such termination to HRSA if it determines that the any of the employees or volunteers of the Contractor, or any of its subcontractors or vendors, has performed any of the following actions:
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the services under this contract.
- b. Guidance on this act is available at <http://www.hrsa.gov/grants/trafficking.htm>

13. **Pro-Children Act of 1994.** In accordance with Part C of Public Law 103-227, the "Pro-Children Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs, whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The laws does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities and used for inpatient drug and alcohol treatment.

The above language must be included in any subawards that contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day.

9. Part I, Section A.2.d of this contract is hereby amended by the addition of following provision:

- (6) **On and after 7/1/2016, "Title I Community"** for purposes of this contract includes Ansonia, Bloomfield, Bridgeport, Bristol, Brooklyn, Chaplin, Cornwall, Danbury, Derby, East Hartford, East Haven, Hampton Hartford, Killingly, Manchester, Meriden, Naugatuck, New Britain, New Haven, New London, North Canaan, Norwalk, Norwich, Preston, Putnam, Sprague, Waterbury, West Haven and Windham as determined by the Connecticut State Department of Education (CSDE) under Section 1124a, Concentration Grants to Local Education Agencies", of the Federal Elementary and Secondary Education Act of 1965 and as may from time to time be revised.

10. Part I, Section A.3 is hereby amended by the addition of following provision:

On and after 7/1/2016, Contractor shall provide the following number of child care spaces for the service "categories of care" identified at the following rates, corresponding to the Weekly Contract rates published by the Agency, The following subcontractors, if applicable, will participate in the provision of these services in accordance with Part 1, Section K, and Part II, Section C.9.

Subcontractor: *N/A*

- a. *0* spaces of full-time infant and toddler care at a weekly rate of \$ *0* for *0* weeks;
- b. *0* spaces of full-time Title I infant and toddler care at a weekly rate of \$ *0* for *0* weeks;
- c. *227* spaces of full-time preschool care at a weekly rate of \$ *165.32* for *104* weeks;
- d. *0* spaces of wraparound infant and toddler care at a weekly rate of \$ *0* for *0* weeks;
- e. *0* spaces of part time wraparound preschool care at a weekly rate of \$ *0* for *0* weeks;
- f. *0* spaces of full time wraparound preschool care at a weekly rate of \$ *0* for *0* weeks;
- g. *0* spaces of full-time school-age care at a weekly rate of \$ *0* for *0* weeks; and
- h. *0* spaces of part-time school-age care at a weekly rate of \$ *0* for *0* weeks;

- 11. All terms and conditions of the original Contract, and any subsequent amendments thereto, which were not modified by this Amendment remain in full force and effect.
- 12. The Effective Date of this Amendment is the date on which the last signatory executes this Amendment.

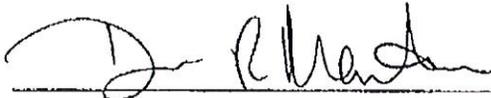
SIGNATURES AND APPROVALS

14OEC0064AA
AMENDMENT A1

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

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

CONTRACTOR - CITY OF STAMFORD



DAVID R. MARTIN, *Mayor*

5/10/16
Date

OFFICE OF EARLY CHILDHOOD



MYRA JONES-TAYLOR, *Commissioner*

6/15/16
Date

CONNECTICUT ATTORNEY GENERAL (APPROVED AS TO FORM)

This contract, prepared on a template previously reviewed and approved by the Connecticut Attorney General, is therefore exempt from individual review and approval pursuant to a Memorandum of Agreement between the Connecticut Office of Early Childhood and the Connecticut Attorney General, as amended on April 6, 2016.

Approved as to Form
Corporation Counsel

By BR

Date 4-20-16