

STATE OF CONNECTICUT  
OFFICE OF EARLY CHILDHOOD

CONTRACT AMENDMENT

Contractor: Sheldon & Rush, LLC.  
Contractor Address: 603 W. Union Street, Morganton, SC 28655  
Contract Number: 16OECB23P1SRX  
Amendment Number: A2  
Amount as Amended: \$292,000  
Contract Term as Amended: 4/1/2016 – 6/30/22

The contract between Sheldon & Rush, LLC. (*the "Contractor"*) and the Office of Early Childhood (*the "Agency"*), which was executed by the parties on effective date: 4/1/16 and previously amended on 4/17/17, is hereby further amended as follows:

- The contract period is extended for an additional two years and the end date is changed from 6/30/20 to 6/30/22.
- Page 1 and Part I, Section G of the contract is amended to increase the total maximum amount payable under this contract has by \$108,000.00 from \$184,000.00 to \$292,000.00. The increase amount shall be used to fund service delivery through 6/30/22.
- Part I, Section G.3.b of this contract, as previously amended in item 8 of Amendment 1, is hereby further amended as follows:  
  
G.3.b Post-Training TA Fees. As approved by the OEC, following each training the Contractor will provide TA for participants as described in C.4. For TA, the Contractor shall receive **\$500.00** per call for up to a maximum total of **66 calls per SFY during SFY2018, 2019, 2020, 2021, and 2022**. The Contractor shall submit invoices to the OEC on a quarterly basis for provision of TA.
- The Payment Schedule in Part I, Section G.3.c of this contract, as last amended in item 9 of Amendment 1, is hereby deleted and the following is substituted in lieu thereof:

Fiscal Year	Contracted Service	Maximum Fee	Subtotal	SFY TOTAL
SFY2016	4 days onsite training	\$4,000.00	\$4,000.00	\$4,000.00
	Expenses	\$ 0.00		
SFY2017	TA – 6 months (up to 10 teams)	\$ 3,000.00/team	\$28,000.00	\$40,000.00
	Up to 3 days onsite training	\$ 8,750.00	\$12,000.00	
	Expenses	\$ 3,250.00		
SFY2018	TA – up to 35 calls	\$ 500.00/call	\$17,500.00	\$30,000.00
	Up to 3 days onsite training	\$ 8,750.00	\$12,500.00	
	Expenses	\$ 3,750.00		

SFY2019	TA – up to 63 calls	\$ 500.00/call	\$31,500.00	\$44,000.00
	Up to 3 days onsite training	\$ 8,750.00	\$12,500.00	
	Expenses	\$ 3,750.00		
SFY2020	TA – up to 102 calls	\$ 500.00/call	\$51,000.00	\$64,000.00
	Up to 3 days onsite training	\$ 8,750.00	\$13,000.00	
	Expenses	\$ 4,250.00		
SFY2021	TA – up to 102 calls	\$ 500.00/call	\$51,000.00	\$64,000.00
	Up to 3 days onsite training	\$ 8,750.00	\$13,000.00	
	Expenses	\$ 4,250.00		
SFY2022	TA – up to 66 calls	\$ 500.00/call	\$33,000.00	\$46,000.00
	Up to 3 days onsite training	\$ 8,750.00	\$13,000.00	
	Expenses	\$ 4,250.00		

5. Part I, Section J of this contract, as last amended in item 11 of Amendment 1, is hereby further amended as follows:

J. **NOTICES.** In case of notice to the OEC regarding fiscal matters: Gerald Mallison, Fiscal Administrative Supervisor, Office of Early Childhood, 450 Columbus Blvd., Hartford, CT 06106, [gerald.mallison@ct.gov](mailto:gerald.mallison@ct.gov), (860)500-4441.

6. The Contractor shall adhere to the following Annual Financial Audit provisions:

- a. Notwithstanding the provisions of Part II, Section B.3.a. of this Contract, no later than six months after the close of the Contractor's fiscal year, the Contractor shall provide to the OEC a complete annual financial audit acceptable to the OEC for all funds awarded under this contract, whether State awarded or not. Such audit shall include audit recommendations. The OEC reserves the right to receive a copy of any audit for related parties under common control. The Contractor shall maintain all fiscal records and accounts for three years after the end of the contract year, or until the State Auditors of Public Accounts complete an audit of the OEC for such fiscal year, whichever is later. The State Auditors of Public Accounts shall have access to such fiscal records and accounts during such period.
- b. **Audit Submission Process:** If the Contractor expends \$300,000 or more in State financial assistance during any State fiscal year during the contract, the Contractor shall submit its A-133 and state single audit electronically to the OEC through a state-wide electronic system. The system is entitled "Office of Policy and Management - Electronic Audit Reporting System (EARS)". The link to access the system is: <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>. The Contractor shall send the Agency an e-mail alert stating that its audit has been uploaded to the identified system. If the Contractor requests an extension from the Office of Policy and Management, associated with the required audit submission, the Contractor must provide the OEC with a copy of the approved request.

7. The Nondiscrimination Provisions in Part II, Section D.3 of this contract are hereby deleted and the following is substituted in lieu thereof:

**D.4 Non-discrimination.**

- (a) For purposes of this Section, the following terms are defined as follows:
  - i. "Commission" means the Commission on Human Rights and Opportunities;
  - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
  - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

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

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

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for

employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, 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 or quasi-public agency projects.

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

Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; 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 regarding a State contract, 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.

8. 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.

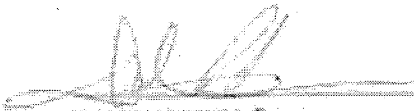
IN WITNESS WHEREOF, the parties have executed this Contract amendment by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

### SIGNATURES AND APPROVALS

16OECB23P1SRX Amendment 2

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

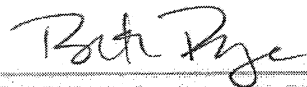
CONTRACTOR - SHIELDEN & RUSH, LLC.



DATHAN RUSH, Partner

8/7/19  
Date

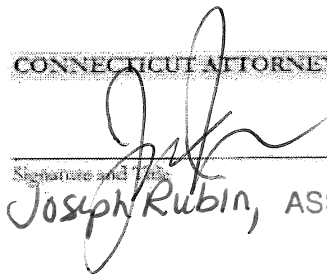
OFFICE OF EARLY CHILDHOOD



BETH HYE, Commissioner, OR DESIGNER

8/12/19  
Date

CONNECTICUT ATTORNEY GENERAL (APPROVED AS TO FORM)



Joseph Rubin, ASST. DEPUTY ATTY. GENERAL

8/15/19  
Date