

## MEMORANDUM OF AGREEMENT Between The Connecticut Office of Early Childhood And The University of Connecticut 160ECPPPM1UCN

- I. **PARTIES**: The Connecticut Office of Early Childhood (OEC) located at 165 Capitol Avenue, Hartford, CT 06016 and the University of Connecticut (hereinafter, UConn or Contractor) located at 348 Mansfield Road, Unit 2058, Storrs, CT 06269.
- II. PURPOSE: The purpose of this agreement is to continue the evaluation of the Triple-P program as implemented in Connecticut, as initiated under previous agreement. As the OEC moves into Phase Two of Triple-P implementation, CHHD will study the program's progress at selected sites using the Phase Two model. This process evaluation will be based primarily on observations and interviews with relevant leaders and participants. The specific methods outlined here may be altered by mutual consent of CHHD and OEC staff. The final product will be a written narrative of the goals, the challenges and supports, the programmatic adaptations, and the shortcomings and successes of Phase Two as seen by project leaders and participants.
- **III. TERM OF AGREEMENT**: January 1, 2016 until December 31, 2017.
- **IV. CANCELLATION**: This Agreement shall remain in full force and effect for the entire term of the Agreement unless cancelled by either party with a thirty (30) day written notice. The OEC has the right to cancel this Agreement without prior notice if the funding for this Agreement is no longer available.
- V. **AUTHORITY:** The OEC is authorized to enter into this Agreement pursuant to Connecticut General Statutes Sections 4-5, 4-8, and 10-500. UConn is authorized to enter into this Agreement pursuant to Connecticut General Statutes Sections 4a-52a, 10a-104, 10a-108 and 10a-151b.
- VI. LIAISONS and NOTICES: Both parties agree to have specifically named liaisons at all times. These representatives of the parties will be the first contacts regarding any questions and problems that may arise during implementation and/or operation of this MOA. Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given delivery, e-mail sufficient with a read receipt requested. Notices shall be addressed as follows:

In the case of notice to the OEC: Harriet Feldlaufer, Director Connecticut Office of Early Childhood Division of Early Care and Education 165 Capitol Avenue Hartford, CT 06106 <u>Harriet.Feldlaufer@ct.gov</u> Telephone: 860-713-6707 Fax: 860-713-7042

### In the case of notice to UConn: Charles Super Department of Educational Psychology University of Connecticut 348 Mansfield Road Storrs, CT 06269 charles.super@uconn.edu Telephone: 860-486-1595

VII. **FUNDING LEVEL**: The total amount of funding that is provided by this Agreement shall not exceed \$30,000. The OEC also reserves the right to reduce the amount at any time in the event that: (1) the Governor, the General Assembly or the Office of Policy and Management rescinds,

reallocates or in any way reduces the total amount budgeted for the operation of the OEC during the fiscal year for which such funds are withheld; or (2) federal funding reductions result in reallocation of funds within the OEC.

# VIII. BUDGET AND UNEXPENDED FUNDS:

- A. Funding must be used for appropriate expenditures, in accordance with the requirements detailed in this Agreement. At the conclusion of the agreement period, any unexpended funds shall be returned to the OEC within 60 days.
- B. Funding. The funding will be coded as follows:

Fund	Department	SID	Program	Account	Project	Bud. Ref.	Amount	Funding Period
12060	OEC64860	30219	83003	55120	OEC*7	2016	30,000	9/1/15-8/34/47
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- C. Budget. CHHD shall adhere to the budget herein. Any revisions to the budget may not be made without the written permission of the OEC.
- D. Payment Provisions.
  - 1. CHHD shall submit to OEC invoices for payment on January 1 and July 1 of 2016 and 2017.
  - 2. OEC payment will be rendered, pending availability of funds, upon receipt of a transfer invoice made out to the Office of Early Childhood, CORE-CT vendor ID OECM1, and sent to:

Pietro Rosato Fiscal Administrative Manager Office of Early Childhood 165 Capitol Avenue Hartford, CT 06106 Phone: 860-713-6418 <u>Pietro.Rosato@ct.gov</u>

- 3. OEC will review and approve transfer invoices as they are received and shall issue payment within 30 calendar days of receipt of the invoice, subject to availability of funding and assuming all other terms of the contract have been met.
- 4. In the event that funds allocated by this agreement are not fully expended, CHHD agrees to return all unused funds to OEC within 30 calendar days of the contract termination or cancellation.

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<b>n</b> n <i>c</i>	·····	Budget								
	RAM NAME:	Phase 2 - Positive Parenting Program								
			Requested	Adjustments	Approved					
	Contract Amount		\$ 30,000		\$ 30,00					
	For Amendments Only									
	Previously Approved Contract Amount									
	Amount of Amendment			·	\$					
.ine #	Item	Subcategory (a)	Line Item Total (b)	Adjustments (c)	Revised Total (d)					
1	UNIT RATE			······································	T					
	1a. Bed Days									
	1b. Client Advocate									
	1c. Security Deposit				· · · · · · · · · · · · · · · · · · ·					
	1d. Other Unit Rate Costs									
	TOTAL UNIT RATE									
	CONTRACTUAL SERVICES									
	2b. Legal									
	2c. Independent Audit		-							
	· · · · · · · · · · · · · · · · · · ·									
	2d. Other Contractual Services	5,000								
	TOTAL CONTRACTUAL SERVICES		5,000							
3	ADMINISTRATION									
	3a. Admin. Salaries									
	3b. Admin. Fringe Benefits		· · · ·	······						
	3c. Admin. Overhead		-	5. 4						
	TOTAL ADMINISTRATION									
4	DIRECT PROGRAM STAFF			· · · ·						
	4a. Program Salaries	21,848		15						
	4b. Program Fringe Benefits	2,844								
	TOTAL DIRECT PROGRAM		24,692							
5	OTHER COSTS									
	OTHER COSTS 5a. Program Rent			· · ·						
	<b></b>									
	5b. Consumable Supplies			·						
	5c. Travel & Transportation	308			·					
	5d. Utilities									
	5e. Repairs & Maintenance									
	5f. Insurance									
	5g. Food & Related Costs									
	5h. Other Project Expenses									
	TOTAL OTHER COSTS		308							
6	EQUIPMENT			-						
	PROGRAM INCOME		a							
	7a. Fees									
	7b. Other Income									
	TOTAL PROGRAM INCOME			· · · ·						
		······								
8	TOTAL NET PROGRAM COST		30,000	· • • • • •	90 - E. E. E.					
	(Sum of 1 through 6, minus Line 7)		30,000							

Page 3 of 8

# IX. RESPONSIBILITIES OF OEC:

- 1. In accordance with Section VIII of this MOA, the OEC will transfer funds to contractor.
- 2. The OEC will monitor the fiscal and programmatic activities associated with this Agreement.

### X. DESCRIPTION OF SERVICES:

- 1. **Initial Interview.** There will be an initial interview with senior personnel at OEC to learn in more detail about their goals for Phase Two, and about anticipated strategies to achieve those goals. Subsequently, CHHD researchers will interview the senior leader for implementation at each site, as well as one or two other staff. These will be semi-structured interviews to learn their understanding and expectations for the Phase Two implementation. Drawing on these initial sources of information, CHHD researchers will develop a framework for the remainder of the study, based on the goals highlighted by the various parties, and the processes they intend to use to reach those goals.
- 2. Site Selection. The list of sites to be studied (hereinafter referred to as "schools" or "agencies") and individuals to be contacted will be developed jointly by staff at CHHD and OEC. The following is an initial tentative list of site types to be considered for further study:
  - a. *Hartford public schools* OEC will arrange "saturation" training, including four or five staff chosen from among the family resource staff, social workers, behavior technicians, counselors, pre-k teachers, City connect site coordinators and senior administrators (Principal, Vice-Principal or other supervisor) at the four schools listed below, selected by OEC and Hartford Public Schools largely on the basis of previous support from the school administration, upon which CHHD will focus their efforts for Phase Two:
    - i. Sanchez Elementary School;
    - ii. Martin Luther King Elementary School
    - iii. Fred Wish Elementary School
    - iv. Burr Elementary School
  - b. *Hartford Public Library* OEC will provide intensive technical assistance and implementation support, including the training of youth librarians. The assistance will include seminars/groups, Triple-P presence at resource fairs and family events, promotional materials, information sessions, and laminated tip sheets for display on the circulation desk.
  - c. One provider of clinical services. OEC will pilot a highly structured approach, including training in Triple-P Level 4, in return for organizational commitment and supervision at the following sites:
    - i. My People Clinical Services

Page 4 of 8

ii. Hartford Community that Cares

### 3. Study Implementation

- a. First, the CHHD researchers will develop a brief, web-based questionnaire to be filled out by all agency staff, at baseline and again at the project's conclusion. The questionnaire will ask about programmatic elements of the implementation such as the flow of referrals, supports and barriers, and one's role and satisfactions with the process, and the Triple-P program successes and failures.
- b. Second, CHHD will make periodic, relatively unstructured agency visits, to learn how the implementation is developing. Drawing on the information derived from the initial interviews, these visits might involve more open-ended interviews with staff and participants; observation at staff meetings and public events; and other ways to learn of the Triple-P program's evolution.
- c. Finally, there will be an interview in the concluding months of the study with the senior leader at each agency and one or two other staff members, as well as with senior personnel at the OEC. A written narrative will be prepared by CHHD researchers describing the initial goals, the subsequent challenges and supports, adaptations over time, and ultimately the experiences of shortcoming and successes for Phase Two of the Triple-P program.
- 4. **Reporting.** CHHD shall submit to OEC written progress reports documenting planned, current, and accomplished work related to funding. Such reports shall be submitted with invoices for payment upon execution by both parties of this Agreement, and on or after July 1, 2016; January 1, 2017, and July 1, 2017. A final report of all work completed under this Agreement shall be submitted on or before January 31, 2017.
- XI. SUBCONTRACTOR CLAUSE: The use of a subcontractor shall not relieve the Contractor of any responsibility of liability under this Agreement. No subcontractor shall acquire any direct payment from the OEC by virtue of the provisions of this paragraph or any other aspect of the MOA. Contractor agrees to obtain approval from the OEC prior to entering into subcontract agreements and must file with the OEC a copy of any written subcontract upon request. The subcontractor must comply with all state audit requirements and shall make available, upon request, any records and information which reflects the activities and expenditures of this MOA. Contractor agrees to notify subcontractors of non-discrimination policies, confidentiality clauses, HIPAA, FERPA, and associated regulations.
- XII. FERPA: All reports, records and written information must comply with the provisions the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) and the regulations promulgated thereunder, as revised, regarding the disclosure of student information. The Contractor shall adhere to all applicable confidentiality requirements. All data provided to the Contractor or developed internally by the Contractor with regard to the state will be treated as proprietary to the OEC and confidential unless the OEC agrees in writing to the contrary. The Contractor agrees to forever hold in confidence all files, records, documents or other information as designated, whether prepared by the OEC or others, which may come into The Contractor possession during

the term of this agreement, except where disclosure will be limited to that actually so required. Where such disclosure is required, the Contractor will provide advance notice to the OEC of the need for the disclosure and will not disclose anything absent consent form the OEC.

- XIII. CONFIDENTIAL INFORMATION: Confidentiality: All data provided to the Contractor by the State or developed internally by the Contractor with regard to the State will be treated as proprietary to the OEC and confidential unless the OEC agrees in writing to the contrary. The Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by the State or others, which may come into the Contractor's possession during the term of this contract, except where disclosure of such information by the Contractor is required by another governmental authority to ensure compliance with laws, rules, regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, the Contractor will provide advance notice to the OEC of the need for the disclosure and will not disclose anything absent consent from the OEC unless such advance notice is in and of itself in violation of applicable laws, rules and regulations.
  - A. "Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the OEC 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.
  - B. "Confidential Information Breach" shall mean an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the OEC or State.

### C. Protection of Confidential Information

1. 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.

Page 6 of 8

- 2. Each Contractor or Contractor Party shall 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 OEC or State concerning the protection of Confidential Information. Such data-security program shall include, but not be limited to, the following:
  - a. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - b. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - c. A process for reviewing policies and security measures at least annually;
  - d. Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - e. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- 3. The Contractor and Contractor Parties shall notify the OEC 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 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.
- 4. 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.
- 5. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the OEC.
- **XIV. AMENDMENTS**: Revisions to the agreement's objectives, services or plan, including revisions to due dates for reports and completion of objectives or services, must be approved in writing by the OEC. A formal amendment, in writing, shall not be effective until executed by both parties to the agreement and shall be required for extension to the final date of the agreement period, revisions to the maximum agreement payments and any other agreement revisions determined material by the OEC.
- **XV. NONDISCRIMINATION**: The provisions of Connecticut General Statutes Sections 4a-60 and 4a-60a as amended from time to time concerning nondiscrimination are incorporated herein by reference.
- XVI. APPROVALS AND ACCEPTANCES:

For the University of Connecticut

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Office of Sponsored Programs

2/19/16 Date

For the Connecticut Office of Early Childhood:

Myra Jones-Taylor, Executive Director Connecticut Office of Early Childhood

<u>3.4.16</u> Date