This agreement is made by and between the State of Connecticut, Connecticut State Library Board (hereinafter “State Library” or “Grantor”) and the <Library Name> (hereinafter “Contractor” or “Grantee”) pursuant to Section 11-2a of the Connecticut General Statutes (hereinafter “CGS”).

WHEREAS, the Library Services and Technology Act (“LSTA”), Public Law 104-208, provides federal funds to stimulate excellence and promote access to learning and information resources in libraries for individuals of all ages; to promote library services that provide users access to information through electronic networks; to provide linkages among and between libraries; and to promote targeted library services to people of diverse geographic, cultural, socioeconomic backgrounds, and capabilities; and

WHEREAS, the State Library administers a competitive grant program whereby libraries compete for federally funded grants for the purposes supported by LSTA; and

NOW THEREFORE, in consideration of the aforesaid and the mutual promises hereinafter contained, the parties do hereby agree as follows:

Part I

1. The Contractor agrees to comply with all Assurances and Certifications described in Attachment A, as indicated by the Authorized Official’s signature thereon.

Part II

2. The State Library hereby authorizes a Grant for the amount not to exceed <$Amount> (hereinafter “Grant Funds”) for the project <Project Name> (hereinafter the “Project”). The Contractor is responsible for any Project expenses greater than the Grant Funds. The approved Project Budget is as follows:

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<th>No.</th>
<th>Item</th>
<th>LSTA Funds Approved</th>
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<tbody>
<tr>
<td>1</td>
<td>Personnel</td>
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<td>2</td>
<td>Contractual</td>
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<td>3</td>
<td>Travel</td>
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<td>4</td>
<td>Supplies</td>
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<td>5</td>
<td>Library Materials</td>
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<td>6</td>
<td>Professional Materials</td>
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<tr>
<td>7</td>
<td>Equipment</td>
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3. The Contractor may execute budget reallocation between line items when such reallocation does not exceed ten percent (10%) of the total grant, but the State Library must approve reallocations (one time or cumulative) exceeding ten percent (10%). The Contractor shall submit a LSTA Grant Budget Revision Request, attached hereto as Attachment B, to the State Library’s LSTA Coordinator prior to the reallocation.

4. The Contractor shall expend Grant Funds for the Project from <start date> through <end date> (hereinafter the “Grant Period”). Project expenditures incurred by the Contractor before the Grant Period may not be charged against the Grant Funds. Project expenditures incurred after the Grant Period may be charged against the Grant Funds only to honor funds obligated or encumbered before the expiration date of the Grant Period. All obligations must be liquidated within ninety (90) days following the end of the Grant Period. All Project activities must take place during the Grant Period. If a Contractor makes an application in writing no later than thirty (30) days prior to the end of the Grant Period, the State Library may amend this Agreement by a three-month extension of the Grant Period without additional funding. Determinations shall be made on a case-by-case basis.

5. Any Grant Funds remaining unexpended/unobligated on <end date>, or expenditures disallowed by the State Library will be returned to the State Library by July 30, <year2>, as will any accrued interest from these Grant Funds.

6. The Project Director, <Project Director>, is responsible for the conduct of the specific work and shall provide technical leadership to the project whether or not any salary is provided from Grant Funds.

7. The Contractor is responsible for the administration and/or supervision of all grant activities.

8. LSTA Grant Expenditure Report, attached hereto as Attachment C, are due on <midpoint date> and <final date>.

9. Payment to the Contractor under this agreement is subject to availability of federal funds. Payments shall be made in two (2) installments. The first payment shall be made on 7/1/<year1> or upon approval of this Agreement by the Director of Library Development whichever is later. The remaining installment payment shall be made as outlined in the Contractor’s Application for Payment of Federal Grant document. No payment shall be released unless the State Library has received from the Contractor the previous period’s LSTA Grant Expenditure Report. If there is more than twenty-five percent (25%) of the previous payment indicated in section H (LSTA Funds Remaining On-hand) of the LSTA Grant Expenditure Report when the LSTA Grant Expenditure Report is submitted, the
next payment will not be released until another LSTA Grant Expenditure Report is received by the State Library indicating that the funds on hand have been reduced or expended. If the Contractor is awarded more than one (1) LSTA grant, then it shall maintain separate accounting for each LSTA grant and all supporting data to verify the proper expenditure of funds in accordance with the approved grant budget.

10. The Contractor shall submit a LSTA Grant Midpoint Evaluation, attached hereto as Attachment D, by <midpointdate>.

11. The Contractor shall submit a LSTA Grant Final Evaluation, attached hereto as Attachment E, within thirty (30) days following the end of the contract period

Part III

12. Audit Requirements

(a) State Grants. For purposes of this clause, the word “Contractor” shall be read to mean “nonstate entity,” as that term is defined in C.G.S. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the State Library for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.

(b) Federal Grants.

(1) For U.S. based, non-profit Contractors expending $500,000 or more of federal awards in one year: The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133 or A-128 as appropriate. Contractor further agrees to provide the State Library with copies of all independent auditors’ reports which cover the period of performance of this Agreement. Contractor will provide a copy of its response to auditors’ reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 or Circular A-128 as appropriate shall be made available for review or audit by appropriate officials of the Federal agency, University, or the General Accounting Office (GAO) during normal business hours.

(2) For U.S. based, non-profit Contractors expending less than $500,000 of federal funds in one year: The Contractor agrees that all records pertaining to this Agreement will be made available for review or audit by appropriate officials of the Federal agency, State Library, or the GAO during normal business hours.

13. Federal Funds.
(a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The State Library shall specify all such requirements in Part II of this Contract.

(b) The Contractor acknowledges that the State Library has established a policy, as mandated by Section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.

(1) Contractor acknowledges that it has received a copy of said policy and agrees to comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor agrees to provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the State Library, shall constitute a breach of this contract and may result in termination of this contract.

(2) This section applies to you if you are a contractor, subcontractor, agent, or other person, who on behalf of the State Library, or on behalf of a contractor, subcontractor or agent of the State Library, furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the State Library.

(3) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.

(4) Contractor agrees that, for purposes of performing the Agreement with the State Library, it will not knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List). Contractor agrees to immediately notify the State Library should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform services in connection with such program. The State Library may terminate this Agreement immediately if at any point the Contractor, subcontractor or employee thereof is sanctioned, suspended, excluded from or otherwise becomes ineligible to participate in federal health care programs.

14. Failure to supply any of the required documentation shall exclude the Contractor from receiving any further grant monies until the State Library receives all required documentation. All records pertaining to the project shall be retained by the grantee for a
period of six (6) years after submission of the LSTA Grant Final Evaluation to the State Library.

15. The Contractor shall refund any amounts found to be owing to the State as a result of an error or the discovery of any fraud, collusion, or illegal actions. Such refunds shall be made within thirty (30) days from notice in writing by the State. In the case of any failure to make such refunds, the Contractor agrees that the State may deduct such amount from any current or future sums owing to said Contractor on the part of the State from any source or for any purpose whatsoever.

16. The Contractor owns all equipment and materials that are purchased with these Grant Funds. If the Contractor is purchasing equipment for other libraries, the other libraries own the equipment. All equipment purchased must be identified on inventory as purchased with the LSTA funds and must be marked “Purchased with LSTA funds” in a visible location.

17. Inspection of Work Performed.

(a) The State Library or its authorized representative shall at all times have the right to enter into the Contractor’s or subcontractor’s premises, or such other places where duties under this Contract are being performed, to inspect, to monitor or to evaluate the work being performed in accordance with CGS § 4e-29 to ensure compliance with this contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to State Library representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. Written evaluations pursuant to this paragraph shall be made available to the Contractor.

(b) The Contractor must incorporate this section verbatim into any contract it enters into with any subcontractor providing services under this Agreement.

18. Assignment. The Contractor shall not assign any of its rights or obligations or sublet under this contract, voluntarily or otherwise, in any manner without the prior written consent of the State Library. The State Library may void any purported assignment in violation of this paragraph and declare the Contractor in breach of contract. Any cancellation by the State Library for a breach is without prejudice to the State Library or the State’s rights or possible claims.

19. Indemnification.

(a) The 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) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; 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, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The
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, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.

(d) The Contractor’s duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the 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 and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.

(e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State Library prior to the effective date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the State Library. The State Library shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State Library or the State is contributorily negligent.

(f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys’ and other professionals’ fees expended in pursuing a claim against a third party.

(g) This section shall survive the termination of the Contract and shall not be limited by reason of any insurance coverage.

20. The State of Connecticut shall assume no liability for payment for services under the terms of this Agreement until the Contractor is notified that this Agreement has been accepted by the contracting agency and, if applicable, the Connecticut Attorney General.

21. Performance of the provisions of this Agreement is subject to the conditions and availability of funds under the LSTA. Sub-grantees must abide by the provisions of the Act and such instructions as the Institute of Museum and Library Services (“IMLS”) may
issue. Grantees shall also comply with federal cash management requirements, including expending Grant Funds on the Grant Project within three days of actual receipt of Grant Funds.

22. The Contractor shall acknowledge the IMLS and the State Library when issuing statements, press releases, requests for proposals, bid solicitations, contract awards under the grant, and other documents or announcements describing this project. The Contractor shall state clearly the dollar amount of LSTA funds received from the State Library for the project.

23. The Contractor shall provide free of charge to all persons any and all library services directly supported, in whole or in part, by funds awarded under this agreement.

24. The Contractor shall comply with IMLS requirements concerning copyright issues and creative commons.

25. The Contractor shall comply with the Children’s Internet Protection Act (CIPA), Public Law 106-554, if any LSTA funds are used to purchase computers or mobile devices used to access the Internet or to pay for direct costs associated with accessing the Internet.

26. Executive Orders. This Contract 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 the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor’s request, the Client Agency or Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.

27. Campaign Contribution Restrictions. For all State contracts as defined in CGS § 9-612(g) the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission (SEEC) notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principles of the contents of the notice. See Form reproduced and inserted below.
Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

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

CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/sec. Click on the link to “Lobbyist/Contractor Limitations.”
**DEFFINITIONS**

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid proposal certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five percent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, or a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year; for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes, or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, involving bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law involving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committees or bundling contributions, (C) serving as chairman, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 153 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committees that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five percent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

(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 CGS § 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, (2) a quasi-public agency, as defined in CGS § 1-120,
(3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in CGS § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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

(c) Determination of the Contractor’s good faith efforts shall include, but shall not be limited to, the following factors: The Contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of 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 CGS § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers’ representative of the Contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to CGS § 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 CGS § 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 CGS § 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.
29. **Termination.** The State may terminate this Agreement upon thirty (30) days' notice in writing to the Contractor if the Contractor fails to comply with this Agreement or time schedules to the satisfaction of the State. In the case of any such termination, the State shall not be responsible for further payments to the Contractor and may proceed to recover any payments already made by any available means whatsoever, including the withholding of grants or funds otherwise due to the Contractor from the State.

30. **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

31. **This Agreement shall be binding upon and shall inure to the benefit of the Contractor and its successor.**

32. **Claims against the State.** The sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor shall not initiate legal proceedings in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

33. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this 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 this contract. To the extent that this section conflicts with any other section, this section shall govern.

34. **Entire Agreement.** This written contract, including all its designated attachments which are hereby made part of the contract, shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the State Library. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General, if applicable.
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.

GRANTEE

_______________________________  ____________________________
Signature of Authorized Official       Date

_______________________________  ____________________________
Name (to be typed)                  Title

CONNECTICUT STATE LIBRARY BOARD

_______________________________  ____________________________
Kendall F. Wiggin, State Librarian       Date

BY THE CONNECTICUT ATTORNEY GENERAL

X This contract template, having been reviewed and approved as to form by the Connecticut Attorney General, is exempt from review pursuant to a Memorandum of Agreement between the State Library and the Connecticut Attorney General dated June 10, 2014. Therefore, no signature is required below.

APPROVED AS TO FORM:

_______________________________  ____________________________
Assistant/Associate Attorney General       Date
ASSURANCES AND CERTIFICATIONS FOR LSTA GRANT AWARD

All Grantees receiving Library Services and Technology assistance under 220 U.S.C. § 9121 et seq., as amended, must comply with applicable statutes and regulations including but not limited to those cited below. To receive Federal assistance through the State of Connecticut, all applicants must provide this signed Statement of Program Assurances and Certifications.

The undersigned, on behalf of the Grantee, agrees that the Grantee will comply with the following:

1. Legal Authority and Capability

   The authorized representative, on behalf of the Grantee, certifies that the Grantee has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Nondiscrimination

   The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with the following nondiscrimination statutes and their implementing regulations:

   (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 et seq.), which prohibits discrimination on the basis of race, color, or national origin (note: as clarified by Executive Order 13166, reasonable steps must be taken to ensure that limited English proficient (LEP) persons have meaningful access to the programs (see IMLS guidance at 68 Federal Register 17679, April 10, 2003));

   (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 et seq. including §794), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);

   (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–83, 1685–86), which prohibits discrimination on the basis of sex in education programs;

   (d) the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age; and

   (e) the requirements of any other nondiscrimination statute(s) which may apply.
3. Debarment and Suspension

The Grantee shall comply with 2 C.F.R. part 3185 and 2 C.F.R., part 180, as applicable. The authorized representative, on behalf of the Grantee, certifies to the best of his or her knowledge and belief that neither the Grantee nor any of its principals for the Five Year Plan:

(a) Are presently excluded or disqualified;

(b) Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period;

(c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. §180.800(a); or

(d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Where the Grantee is unable to certify to any of the statements in this certification, the authorized representative shall attach an explanation to this form.

The Grantee, as a lower tier participant, is required to comply with 2 C.F.R. part 180 subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) as a condition of participation in the award. The Grantee is also required to communicate the requirement to comply with 2 C.F.R. part 180 subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) to persons at the next lower tier with whom the Grantee enters into covered transactions.

4. Internet Safety

Pursuant to 20 U.S.C. § 9134(b)(7), the Grantee provides assurance that it will comply with 20 U.S.C. § 9134(f), which sets out standards relating to Internet Safety for public libraries and public elementary school and secondary school libraries that do not receive services at discount rates under § 254(h)(6) of the Communications Act of 1934, and for which IMLS State Program funds are used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet.

5. Trafficking in Persons

The Grantee must comply with Federal law pertaining to trafficking in persons. Under 22 U.S.C. § 7104(g), any grant, contract, or cooperative agreement entered into by a Federal agency and a private entity shall include a condition that authorizes the Federal agency (IMLS) to terminate the grant, contract, or cooperative agreement, if the grantee,
subgrantee, contractor, or subcontractor engages in trafficking in persons, procures a commercial sex act, or uses forced labor. 2 C.F.R. part 175 requires IMLS to include the following award term:

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –
   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 award or subawards under the award.

2. IMLS as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
   i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
   ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either –
      A. Associated with performance under this award; or
      B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 3185.

b. Provision applicable to a recipient other than a private entity. IMLS as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either –
   i. Associated with performance under this award; or
   ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 3185.
c. **Provisions applicable to any recipient.**

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. IMLS’s right to terminate unilaterally that is described in paragraph a.2 or b of this section:
   i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
   ii. Is in addition to all other remedies for noncompliance that are available to IMLS under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. **Definitions.** For purposes of this award term:

1. “Employee” means either:
   i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
   ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:
   i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. part 175.25.
   ii. Includes:
      A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R part 175.25(b).
      B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

6. **Procurement**

   The authorized representative, on behalf of the Grantee, certifies that the Grantee:
(a) has written procurement procedures which reflect applicable State and local laws and regulations as well as applicable Federal law and the standards identified in the Code of Federal Regulations, 2 C.F.R. part 200.318;

(b) has written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts; and

(c) follows these procedures and standards.


7. General Certification

The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of all other Federal and State of Connecticut laws, executive orders, regulations, and policies governing the program.

These assurances and certifications are provided in connection with any and all financial assistance from the Institute of Museum and Library Services after the date this form is signed. This includes payments after such date for financial assistance approved before such date. The Grantee recognizes and agrees that any such assistance will be extended in reliance on the representations and agreements made in this assurance, and that the States of Connecticut shall have the right to seek judicial enforcement of this Statement of Program Assurances and Certifications. These assurances and certifications are binding on the Grantee, its successors, transferees, and assignees, and on the Authorized Certifying Official whose signature appears below.

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the above assurances and certifications.

____________________________________________  _______________________
Signature of Authorized Official                  Date

______________________________
Authorized Official
Print Name and Title
CONNECTICUT STATE LIBRARY BOARD
LSTA GRANT BUDGET REVISION REQUEST

<table>
<thead>
<tr>
<th>Library Name:</th>
<th>Project Director:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Amount:</td>
<td>Grant Number:</td>
</tr>
<tr>
<td>Email Address:</td>
<td>Phone Number:</td>
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<tr>
<th>Personnel</th>
<th>Contractual</th>
<th>Travel/mileage expenses</th>
<th>Supplies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library materials</td>
<td>Professional materials</td>
<td>Equipment</td>
<td>Printing</td>
</tr>
<tr>
<td>Other (Specify)</td>
<td>Other (Specify)</td>
<td>Indirect costs</td>
<td>TOTAL</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>A. Approved Budget LSTA Funds</th>
<th>B. Adjustments Requested (+ or -)</th>
<th>C. Revised Total (A+ or - B)</th>
</tr>
</thead>
<tbody>
<tr>
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Signature __________________ Date ____________
Authorized Official

Signature __________________ Date ____________
State Library

See instructions. Send the original of this signed request and a letter of explanation on town/library letterhead to:

Maria Bernier, LSTA Coordinator
Middletown Library Service Center
786 South Main Street
Middletown, CT 06457
LSTA Grant Contract <Grant #>
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CONNECTICUT STATE LIBRARY
LSTA GRANT EXPENDITURE REPORT

DUE JANUARY 30 and SEPTEMBER 30, 2019

<table>
<thead>
<tr>
<th>Library Name:</th>
<th>Project Director:</th>
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<tbody>
<tr>
<td>Grant Amount:</td>
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<td>Grant Number:</td>
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<td>Phone Number:</td>
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<td>E-mail address:</td>
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</table>

Report Period: 7/1/18 to

See instructions. Mail originally signed report form to Maria Bernier, LSTA Coordinator, Middletown Library Service Center, 786 South Main Street, Middletown, CT 06457. Also submit all supporting materials which document grant and matching expenditures to same address or by email. Note: Expended amounts not substantiated with proof of expenditure are not considered official.

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>A. Approved Budget (use most current approved budget)</th>
<th>B. LSTA Funds Expended</th>
<th>C. Matching Funds Expended</th>
<th>D. Total Project Expenses (C+D)</th>
</tr>
</thead>
<tbody>
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<td>Personnel</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td></td>
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</tbody>
</table>

E. LSTA Funds Received to Date: $_________________
F. LSTA Funds Expended to Date: $_________________
G. LSTA Funds Remaining On-hand (unexpended): $_________________

I certify that all the information contained herein is correct to the best of my knowledge.

Signature: ___________________________ Date: ________________

Authorized Official
1. Describe your project activities to date.

2. Indicate the outputs and outcomes the project has achieved so far, based on your evaluation plan.

3. Describe any changes to your original project plan or budget.

4. Provide any anecdotal information, success stories, or participant feedback.

5. Indicate what you have learned that you didn’t anticipate.

6. Any additional information or comments you would like to share.

7. Do you desire any assistance from the State Library staff?  □ Yes  □ No

8. If yes, what kind of assistance do you desire?

Send your completed report (digital preferred) to:

Maria Bernier, LSTA Coordinator
Middletown Library Service Center
786 South Main Street
Middletown, CT 06457
Maria.Bernier@ct.gov
1. In fewer than 150 words, summarize your project (what you did, for whom, and why).
2. Describe your project activities, including information about your partners. Include information about any changes to your original project or methods.
3. Summarize how you spent LSTA funds.
4. Provide the number of library materials acquired for the project:
   a. Number of licensed databases acquired =
   b. Number of print materials (books & government documents) acquired =
   c. Number of electronic materials acquired =
   d. Number of audio/visual units (audio discs, talking books, other recordings) acquired =
5. List any important findings, outputs, or outcomes from your project, with reference to your evaluation plan and survey data.
6. Briefly describe the importance of these findings, outputs, or outcomes.
7. What methods did you use to determine your findings? Check all that apply.
   __ Survey ____________________ __ Interview/Focus Group
   __ Review of Administrative Data __ Participant Observation
   __ Other
8. Based on the outputs, outcomes and/or other results, explain any significant lessons learned that can be shared with others in the library field.
9. Provide any anecdotal information, success stories, participant feedback, or additional comments you would like to share.
10. Indicate what you have learned that you didn’t anticipate.
11. Do you anticipate continuing these programs and activities?

Please provide copies of posts to online discussion resources, promotional materials, articles about the project, and any photographs of project activities and participants.

Send your completed report (digital preferred) to:

Maria Bernier, LSTA Coordinator
Middletown Library Service Center
786 South Main Street
Middletown, CT 06457
Maria.Bernier@ct.gov