

Part 1 Face Sheet
MEMORANDUM OF AGREEMENT
MEMORANDUM OF UNDERSTANDING
STATE OF CONNECTICUT
Department of Social Services

MOA - Financial

MOU - Non-Financial

CONTRACT ADMINISTRATION

1. Indicate Memorandum Type. Non-financial agreements do not require fiscal review.
2. Prepare two original copies.
3. Originating agency internal approvals must be shown prior to contracting state agency acceptance.
4. The Department of Social Services and the Contractor as listed below hereby enter into an agreement subject to the terms and conditions stated herein and subject to the applicable provisions of the Connecticut General Statutes.
5. Acceptance of this contract implies conformance with terms and conditions as stated in this agreement.

| | | | | |
|---|--|--|---|--|
| | (1) ORIGINAL <input checked="" type="checkbox"/> (2) AMENDMENT <input type="checkbox"/> | (3) DSS Identification No. 10DSS8701HF / MOADOL-TNA-01 | (4) Contracting Agency Identification | |
| CONTRACTING STATE AGENCY | (4) Contracting State Agency Name DEPARTMENT OF LABOR | | (6) Contracting State Agency State Number DOL 4000 | (7) Contracting State Agency FEIN 06-6000798 |
| | (8) Contracting State Agency Address 200 Folly Brook Boulevard, Wethersfield, CT 06109 | | (9) Contracting State Agency Liaison & Phone No. Alice Freschette-Johns, (860) 263-6796 | |
| ORIGINATING STATE AGENCY | (10) Originating State Agency Department of Social Services | | (11) Originating State Agency Number DSS6000 | (12) Originating State Agency FEIN 061274678 |
| | (13) Originating State Agency Address 25 Sigourney Street Hartford CT 06106 | | (14) Originating State Agency Liaison & Phone No. Peter Palermino (860) 424-5006 | |
| CONTRACT PERIOD | (15) Contract Period (From - To) 7/1/2010 - 12/31/2010 | | (16) Funding Period (From -To) 7/1/2010 - 12/31/2010 | |
| CANCELLATION CLAUSE | This agreement shall remain in full force and effect for the entire term of the contract period stated above unless cancelled | | (17) Required No. Of Days Written Notice. 30 Days | |
| COMPLETE DESCRIPTION OF SERVICE | (18) The contractor shall provide services in accordance with the terms of this Memorandum of Agreement as it continues on page 2. | | | |
| COST AND SCHEDULE OF TRANSFER CERTIFICATES | (19) The Originating State Agency shall issue transfer certificates under the terms and schedule described in Part 4 herein. | | | |

| (20) Line No. | (21) Budget Reference | (22) Fund | (23) Department | (24) | | (25) Account | (26) Project/Grant | (27) Chart 1 | (28) Chart 2 | (29) Amount \$12,697,693.00 |
|------------------|--------------------------|--------------|--------------------|---------|-------|-----------------|-----------------------|-----------------|-----------------|--|
| | | | | Program | SID | | | | | |
| | 2009 | 12060 | DSS60793 | 52008 | 29115 | 55080 | DSS000000036904 | 168087 | NO-CODE | \$ 143,286 |
| | 2010 | 12060 | DSS60793 | 52008 | 29115 | 55080 | DSS000000036904 | 168087 | NO-CODE | \$12,554,477 |

(30) ACCEPTANCE AND APPROVALS

(31) STATUTORY AUTHORITY - §4-8, 17b- 3

| | | |
|---|--|------------------------|
| (32) Department of Social Services PROGRAM DIRECTOR <i>Peter Palermino</i> | Peter Palermino , Program Manager, Family Services | DATE 7-28-10 |
| (33) Department of Social Services FISCAL OFFICIAL | Lee Voghel , Director, DFMA | DATE 8/2/10 |
| (34) Department of Social Services CONTRACT ADMINISTRATOR <i>Kathleen Brennan</i> | Kathleen Brennan , Director, Contract Administration | DATE 8/2/10 |
| (35) CONTRACTING STATE AGENCY AUTHORIZED OFFICIAL <i>Linda Agnew</i> | Linda Agnew , Acting Commissioner | DATE 7-28-10 |
| (36) ORIGINATING AGENCY AUTHORIZED OFFICIAL <i>Michael P. Starkowski</i> | Michael P. Starkowski , Commissioner | DATE 8/2/10 |

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| | 2009 | 12060 | DSS60793 | 52008 | 29115 | 55080 | DSS 0000000 36904 | 168087 | NO-CODE | \$ 143,216 |
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| (36) ORIGINATING AGENCY AUTHORIZED OFFICIAL <i>Michael P. Starkowski</i> | Michael P. Starkowski , Commissioner | DATE 8/2/10 |

PART 2

Memorandum of Agreement Standard Terms and Conditions

A. GENERAL CONTRACT PROVISIONS

1. Procurement and Contractual Agreements

The terms and conditions contained in this section constitute a basis for any contract with other Connecticut State Agencies. As used in this agreement, the term "Memorandum of Agreement" and "MOA" is consistent with the term "contract" and the term "DSS" is consistent with the Department of Social Services and the term "DOL" is consistent with the State of Connecticut Department of Labor.

2. Contract Period

This agreement shall be in effect from July 1, 2010 through December 31, 2010 and shall be reviewed within ninety (90) days before the expiration date, with a written agreement on the terms of any extension to be completed as necessary within thirty (30) days before the expiration date. Such written extensions shall be signed by the respective Commissioners or their designees.

3. Contract Revision or Amendment

- a. Either party may request or suggest a revision or amendment to the contract's Complete Description of Services (hereinafter referred to as "Scope of Work" or "Part 3" of this contract); or the Cost Schedule of Transfer Certificates (hereinafter referred to as "Budget and Payment Provisions" or "Part 4" of this contract).
- b. A formal contract amendment shall be required only for extension to the contract period, revision to the Budget and Payment Provisions, and any other provision determined material by either party. A contract amendment shall not be effective until executed by both parties.
- c. No amendment or revision may be made to a contract if the contract period as negotiated per Section A. 2. has expired.

4. Assignment

Either party shall not assign or transfer any interest in this contract without the prior written approval of the Liaison(s) as set forth in Section 5. b. This shall not be construed as limiting the rights to subcontract some of the services to be performed hereunder as provided in this contract.

5. Liaison And Notices

- a. 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, which may arise during implementation and operation of the contract.
- b. Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery. Notices shall be addressed as follows:

In case of notice to the Contractor:

Alice Frechette Johns
Manager, Welfare to Work
200 Folly Brook Boulevard
Wethersfield, CT 06109
860-263-6796
alice.frechette@ct.gov

In case of notice to DSS:

Contract Administrator:
Kathleen M. Brennan
Director, Contract Administration and Procurement
25 Sigourney Street
Hartford, CT 06106
(860) 424-5693
Kathleen.brennan@ct.gov

Fiscal issues:
Lee Voghel
Director, Division of Financial Management and Analysis
25 Sigourney Street
Hartford, CT 06106
(860) 424-5842
Lee.voghel@ct.gov

Programmatic and payment issues:
Peter Palermino
Program Manager, Family Services
25 Sigourney Street
Hartford, CT 06106
(860) 424-5006
Peter.palermino@ct.gov

- c. Said notices shall become effective on the date of receipt or the date specified in the notice, whichever comes later. Either party may change the address or liaison for notification purposes by mailing a notice stating the change and noting the new address and liaison.

6. Maintenance of Separate Records

The DOL shall maintain accounting records in a manner that will enable DSS to easily audit and examine any books, documents, papers and records maintained in support of the contract. All such documents shall be made available to DSS at its request, and shall be clearly identifiable as pertaining to the contract.

7. Examination of Records

DSS and its duly authorized representatives during the contract period and for a period of five (5) years after final payment for the services performed under this contract or any extension and all pending matters are closed shall have access to and the right to examine any of its books, records, including but not limited to financial records, documents and papers pertinent to this contract for the purpose of making audit, examination, excerpts and transcriptions.

B. INTERPRETATIONS AND DISPUTES

1. Settlement Of Disputes

Any dispute concerning a question of fact arising under the contract, which is not disposed of by agreement, shall be decided by the DSS Contract Administrator as identified in Section 5. b. The decision of the DSS Contract Administrator shall not be binding if appealed by the Commissioner of the DOL to the Commissioner of DSS and the Commissioner of DSS upholds the appeal. Pending final decision of a dispute, the DOL shall proceed diligently with the performance of the contract in accordance with the Contract Administrator's decision.

C. PAYMENTS

1. Approval and State Liability

The DSS and the State of Connecticut assume no liability for payment under the terms of any contract until the DOL is notified, in writing, that the DSS has accepted the contract.

D. EXECUTIVE ORDERS

- (a) Executive Order No. 3: Nondiscrimination. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to nondiscrimination, until the Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
- (b) Executive Order No. 16: Violence in the Workplace Prevention Policy. This Contract is subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated or suspended by the Contracting agency or the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Contract, as part of the consideration hereof, agree that:
- (1) Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow;
 - (2) weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury;
 - (3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site;
 - (4) Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules;
 - (5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.
- (c) Executive Order No. 17: Connecticut State Employment Service Listings. This Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the Contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number 17,

notwithstanding that the Labor Commissioner may not be a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

- (d) Executive Order No. 7C: Contracting Standards Board. This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:
- (1) The State Contracting Standards Board (“Board”) may review this Contract and recommend to the state Contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or section 4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency.
 - (2) For purposes of this Section, “Contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title.
 - (3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.
- (e) Executive Order No. 14: Procurement of cleaning products and services. This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

E. NON-DISCRIMINATION.

- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
- (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, mental retardation, 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.

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, mental retardation, 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;

- (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 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 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;
 - (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 section 46a-56.
- (b) 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 project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 32-9n; and

"good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

- (d) 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.

- (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The Contractor shall include the provisions of sections (a) and (b) above 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 section 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.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
 - (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 of 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 section 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 section 46a-56.
- (h) The Contractor shall include the provisions of section (g) above 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 section 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.
- (i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or

“contractor” includes any successors or assigns of the Contractor or contractor, “marital status” means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and “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. For the purposes of this section, “Contract” does 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 C.G.S. § 1-120,
- (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 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).

F. WHISTLEBLOWING. This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a “large state contract” as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

G. TERMINATION. Either party may terminate this agreement upon 30 days advance written notice delivered to the other party specifying a date of termination. In the event either party is unable to fulfill its responsibilities hereunder as a result of impossibility of performance, illegality, acts of God, or any other reasons, termination of this agreement shall be effected by forwarding to the other party written notice immediately, but at least thirty (30) days prior to said termination. The notice shall describe and identify the contingency which gives rise to the notice of termination and shall be forwarded via certified mail, postage prepaid, return receipt requested.

H. FORCE MAJEURE. Neither party shall incur liability for any failure to perform its obligations under this contract due to causes beyond its control including, but not limited to, fire, storm, flood, earthquake, explosion, accident, acts of war, acts of God, acts of Federal, State or local government or any agency thereof and judicial action, acts of third parties, and computer or equipment failures other than those caused by the sole negligence of either party.

PART 3 Scope of Work

A. PURPOSE

This Agreement is made by and between the DOL and the DSS for the creation and implementation of programs designed to provide subsidized youth and adult employment opportunities. One-time-only Federal funding for this Agreement has been allocated to DSS by the Federal Department of Health and Human Services (HHS) Administration for Children and Families (ACF) under the American Recovery and Reinvestment Act of 2009 (ARRA) Temporary Assistance for Needy Families Emergency Contingency Fund (TANF-ECF) program. Under this Agreement, DSS shall transfer funds to DOL to support wages and program costs up to a maximum of \$12,697,693.00 as approved by the ARRA TANF-ECF program.

The TANF program administered by DSS serves individuals and families with children with incomes under 75% of state median income and who are citizens or qualified non-citizens. Under the ARRA TANF-ECF states are to receive 80% reimbursement for qualifying programs for **increased quarterly spending** made on behalf of TANF-eligible families and individuals between October 1, 2008 and September 30, 2010, as compared to October 1, 2006 through September 30, 2007 and as approved by HHS, ACF . Any such reimbursement for past spending must be spent on TANF programs. Funding shall be in accordance with Public Act #10-185 "An Act Concerning Expenditures of State Agencies Providing Social Services."

B. AUTHORITY

- a. Authority is granted for DSS to enter into an agreement as per General Statutes of Connecticut § 4-8 and 17b-3.
- b. Authority is granted for DOL to enter into an agreement as per General Statutes of Connecticut § 4-8.

C. RESPONSIBILITIES OF DOL.

1. DOL shall subcontract with the five Connecticut Workforce Investment Boards to provide program services to TANF-eligible individuals and families.
2. DOL shall require Financial Statements Certification Affidavits from the Workforce Investment Boards assuring that program and fiscal information and documentation submitted to the DSS is complete and accurate.
3. DOL shall ensure the following:
 - a. that programs funded under this Agreement comply with State and federal TANF and TANF ECF and ARRA requirements subject to all terms and conditions as applicable pursuant to 45 CFR Parts 260 et al.;
 - b. that programs funded under this Agreement shall comply with requirements relating to use of federal funds and awareness that funds may be provided by Temporary Assistance for Needy Families Block Grant (TANF) - Catalog of Federal Domestic Assistance (CFDA) TANF - 93.558 and TANF Emergency Contingency Fund – Stimulus - Catalog of Federal Domestic Assistance (CFDA) TANF - 93.714;

- c. that all subcontractors acknowledge and agree not to use funds provided by this agreement as a match to any federal grant, nor may they federally claim any of the dollars utilized as they are being claimed by the Department of Social Services; and
- d. that all subcontractors shall maintain any necessary data and documentation required for auditing of any of the grant funds. Sub-recipients shall be notified by the program that they are receiving federal funds and the CFDA number of the funds.

D. RESPONSIBILITIES OF DSS

Upon execution of this agreement and contingent upon federal appropriations, DSS shall transfer funds to DOL for the provision of youth and adult subsidized employment opportunities in accordance with TANF-ECF program requirements on the payment schedule listed in Part 4 of this agreement.

E. REPORTING REQUIREMENTS

1. Program Reporting

- a. DOL agrees to submit to DSS monthly reports within 15 business days after the end of each month during the contract period.
- b. DOL agrees to submit to DSS a final program report within 60 days of the end of the contract period. The final report shall identify the total number of unduplicated TANF-ECF eligible youth/adults served and unduplicated number of TANF-eligible families served. The final report is due within sixty days following the end of the contract period.
- c. DOL shall submit such required program reports to the DSS Program representative designated herein
- d. DOL agrees to ensure that each WIB maintains an eligibility intake form (W-1437, W-1437S) or other documentation of TANF eligibility including income, household composition, and citizenship status as identified in forms W-1437, W1437S for every TANF-ECF eligible youth/adult in a clearly marked file area for a minimum of five (5) years from the end of the contract period for the purpose of a possible State and/or Federal audit.

B. Financial Reporting

1. DOL shall submit expenditure reports on DSS issued budget forms 15 business days following the end of each monthly period. The final fiscal report is due within 60 days following the end of the entire Agreement period.
2. DOL shall submit such required expenditure reports to the DSS Program representative designated herein.
3. Interest: Any interest earned by the DOL as a result of payments authorized by the DSS shall be reported to the DSS by the DOL on the next Quarterly Financial Report submitted after that interest has accrued. DOL agrees to follow the DSS direction as to the disposition of such interest income.
4. As required by 45 CFR 263.2 (e), funds or in-kind contributions used to meet the non-federal share of the program's costs shall be considered to be Temporary Assistance for Needy Families (TANF) state maintenance of effort funds and will be treated and reported as such to the federal government.

5. TANF and TANF ECF program expenditures are subject to State and federal audit with a State Audit threshold of \$300,000 and a Federal Audit Threshold of \$500,000.
6. All financial reports, back-up documentation and eligibility documentation must be maintained by DOL for five years after the close of the program.

PART 4

Memorandum of Agreement Payment Provisions

- A. The payment schedule for funds to be transferred by DSS to DOL under this agreement shall be as follows:
- Payment #1 - \$9,000,000 upon execution by DSS and DOL of Agreement.
 - Payment #2 - \$3,697,693 by August 20, 2010 based on submitted expenditure reports indicating need for such payment.
- B. Each payment shall be requested by DOL by completing and submitting a transfer invoice to DSS.
- C. The transfer of funds by DSS to DOL is contingent upon approval and receipt of appropriated funds by HHS and successful implementation of the TANF-ECF program.
- D. If DOL fails to expend all funds given to them by DSS, DOL agrees to report and return all unexpended funds no later than October 30, 2010, with the exception of \$203,055 which must be spent by November 30, 2010 or returned no later than January 31, 2011