

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

- MOA - Financial**
- MOU - Non-Financial**

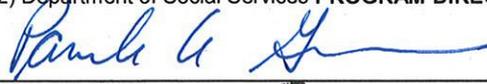
1. Indicate Memorandum Type. Non-financial agreements do not require fiscal review.
2. Prepare two original copies.
3. Originating agency internal approvals must be shown prior to contracting state agency acceptance.
4. The Department of Social Services and the Contractor as listed below hereby enter 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. 064DED-WXA-01	(4) Contracting Agency Identification 09DSS7602PW
CONTRACTING STATE AGENCY	(5) Contracting State Agency Name Department of Economic and Community Development		(6) Contracting State Agency State Number 46,000 (7) Contracting State Agency FEIN 30-0566789
	(8) Contracting State Agency Address 505 Hudson Street, Hartford, CT 06106		(9) Contracting State Agency Liaison & Phone No. Geraldine Fazzaloro (860) 270-8164
ORIGINATING STATE AGENCY	(10) Originating State Agency Department of Social Services		(11) Originating State Agency Number DSS6000 (12) Originating State Agency FEIN 061274687
	(13) Originating State Agency Address 25 Sigourney Street, Hartford, CT 06106		(14) Originating State Agency Liaison & Phone No. Carlene Taylor (860) 424-5889
CONTRACT PERIOD	(15) Contract Period (From - To) 9/1/09 - 6/30/12		(16) Funding Period (From -To) 9/1/09 - 6/30/12
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 through 10.		
COST AND SCHEDULE OF TRANSFER CERTIFICATES	(19) The maximum dollar value of this agreement shall not exceed \$19,087,125.00. Upon execution of this agreement by the Contractor and approval of the same by the Department of Social Services, the Contractor shall provide services and submit a transfer invoice for payment in accordance with the payment terms on page 10 of this agreement.		

(20) Line No.	(21) Budget Reference	(22) Fund	(23) Department	(24) Program SID		(25) Account	(26) Project/Grant	(27) Chart 1	(28) Chart 2	(29) Amount
	2010	12060	DSS60908	52006	29040		DSS000000036302	168076		\$19,087,125.00

(30) ACCEPTANCE AND APPROVALS

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

32) Department of Social Services PROGRAM DIRECTOR 	Pamela A. Giannini, Director Bureau of Aging, Community and Social Work Services	DATE 9/18/09
33) Department of Social Services FISCAL OFFICIAL 	Lee Voghel, Director Division of Fiscal Analysis	DATE 10/21/09
34) Department of Social Services CONTRACT ADMINISTRATOR 	Kathleen Brennan, Director Contract Administration and Procurement	DATE 9/18/09
35) CONTRACTING STATE AGENCY AUTHORIZED OFFICIAL	TITLE Joan McDonald, Commissioner	DATE
36) ORIGINATING AGENCY AUTHORIZED OFFICIAL 	TITLE Michael P. Starkowski, Commissioner	DATE 9/18/09

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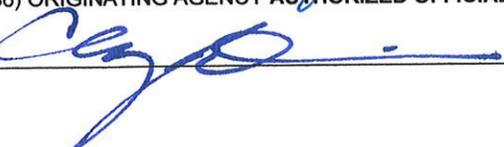
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Part 2
Memorandum of Agreement
Standard Terms and Conditions

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 "DECD" is consistent with the Department of Economic and Community Development.

2. Contract Period

This agreement shall be in effect from September 1, 2009 through June 30, 2012 and shall be reviewed within ninety (90) days before the expiration date with a written agreement on the terms of the extension to be completed within thirty (30) days before the expiration date. The written confirmation shall be signed by the respective Commissioners or his/her designee.

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 or required by the American Recovery and Reinvestment Act (ARRA). 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, so long as all conditions of the ARRA funds are maintained.

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 or 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 to either the postal or email address as follows:

In case of notice to the Contractor:

Jeri Fazzalano
Planning Specialist
State Department of Economic and Community Development

505 Hudson Street
Hartford, CT 06106
Geraldine.Fazzalano@ct.gov

In case of notice to DSS:

Kathleen M. Brennan
Director of Contract Administration and Procurement
State Department of Social Services
25 Sigourney Street
Hartford, CT 06106
Kathleen.Brennan@ct.gov

Carlene O. Taylor
Program Administration Manager
State Department of Social Services
Community, Energy and Refugee Services Division
25 Sigourney Street
Hartford, CT 06106
Carlene.Taylor@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. Email must be sent "read receipt requested."

6. Maintenance of Separate Records

The DECD 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 DECD to the Commissioner of DSS and the Commissioner of DSS upholds the appeal. Pending final decision of a dispute, the DECD 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 DECD is notified, in writing, that the DSS has accepted the contract and funds have been received from the Federal government under the ARRA.

2. Surplus/Excess Payments

In the event DSS has advanced funds to DECD or overpaid DECD, DECD shall, at the end of the contract period, or earlier if the contract is terminated, return to DSS in full, any unexpected funds within 30 days.

3. Under-expenditure

When DSS' review of any financial report or on-site examination of DECD's financial records indicate that under-expenditure or under-utilization of contract funds is likely to occur by the end of the contract term, DSS may, with a minimum of sixty (60) days advance notice to DECD, reduce the payment schedule for the balance of the contract term. DSS will ensure that DECD is allowed to retain sufficient funds to honor any outstanding contract obligations.

D. TERMINATION

1. Either party may terminate this agreement for cause upon thirty (30) days advance written notice delivered to the other party specifying a date of termination. DSS may also terminate this agreement if funding for the specified services is withdrawn by the federal government. 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 or via email, return receipt request, delivery confirmation requested.

E. MISCELLANEOUS

1. 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
Memorandum of Agreement
Scope of Work

A. PURPOSE

1. The American Recovery and Reinvestment Act of 2009 Weatherization Assistance Program, hereinafter referred to as "ARRA WAP," is a three year federally funded program designed to stimulate the economy by creating new weatherization training programs and projects that will lead to new and sustainable green technology jobs. Households with incomes at or below 60% of the state median income guidelines are income eligible to receive weatherization services. Priority shall be given to clients that are particularly vulnerable, such as the elderly, persons with disabilities, and/or households with high energy burdens. In cases of multifamily structures housing two to four dwelling units, at least 50% of the tenants must be income eligible. For multifamily structures housing five or more dwelling units, at least 66% of the tenants must be income eligible. In these multifamily structures, weatherization measures in the income ineligible dwelling units shall be limited to the installation of attic/sidewall insulation and attic/basement air-sealing. Weatherization measures in each dwelling unit shall be prioritized through a Weatherization Residential Assistance Program (WRAP) Home Check Energy Audit, which is the only energy audit currently approved by the United States Department of Energy for use in Connecticut.
2. DSS is the federally designated grantee for ARRA WAP funding. DSS has received approval from the federal Department of Energy to enter into an agreement with DECD to weatherize state-financed housing units. Through this MOA, DSS is contracting with DECD to weatherize a minimum of 2,850 dwelling units. These state-financed housing units generally house very low income elders or persons with disabilities and typically have high energy costs.

B. AUTHORITY

1. Authority is granted to enter into an agreement pursuant to Public Law 111-5.

C. DESCRIPTION OF SERVICES

1. The ARRA WAP Connecticut State Plan includes detailed descriptions of the weatherization measures allowed pursuant to this program. Weatherization services undertaken by or through DECD shall comply with specifications and funding restrictions as outlined in the ARRA WAP Connecticut State Plan. Typical services shall include, but not be limited to, the following:
 - a. Clean, tune, test and safety check heating systems;
 - b. Replacement of oil burners;
 - c. Installation of programmable thermostats;
 - d. Pipe and duct insulation;
 - e. Crawlspace ceiling insulation;
 - f. Installation of insulation on hot water heaters;
 - g. Installation of Carbon Monoxide/Smoke Detectors;
 - h. Blower door directed air-sealing guidance;
 - i. Attic insulation;
 - j. Sidewall insulation;
 - k. Heating System repairs/replacements;
 - l. Repair or replacement of primary windows and/or doors; and
 - m. Repair or replacement of storm windows and/or doors.

The ARRA WAP Connecticut State Plan includes comprehensive descriptions of specific weatherization measures that complement the list provided above. In accordance with the ARRA WAP Connecticut State Plan, prior permission must be received from DSS to replace heating systems, doors or windows.

2. Throughout the term of this Agreement, the DECD shall provide or shall cause to be provided Program services that shall include, but not be limited to, the installation of weatherization materials or measures in eligible dwelling units that have a 'Savings-to-Investment-Ratio' (SIR) of one or more. This requirement does not apply to 'health and safety measures', as noted in Part 3, Section C.3 below. The most common measures that require an SIR of one or more include, but are not limited to, attic insulation, sidewall insulation, mobile home belly insulation, rim joist insulation and blower door air-sealing. The following measures require prior approval from DSS before installation; heating systems, primary windows, primary doors and storm doors.
3. The primary purpose of the ARRA WAP measures is to improve the energy efficiency of eligible dwelling units owned or occupied by low income persons. There is also a commitment to the health and safety of clients, and this contract shall allow for the installation of weatherization measures related to health and safety. DECD shall ensure that subcontractors maintain an **average material cost** of \$500.00 per dwelling unit for health and safety measures. As indicated in Part 3, Section C.2 above, health and safety measures are not subject to the SIR requirement. However, health and safety measures that meet or exceed an SIR of one must be tracked as a regular program expenditure rather than as a health and safety measure. The most common health and safety measures include, but are not limited to, the installation of carbon monoxide or smoke detectors, clean/tune/tests of heating systems, heating system repairs, bath vents, exhaust dryer vents, and the installation of thermostats. The replacement of hot water heaters are allowable only as a health and safety measure under exigent circumstances, and require pre-approval from DSS.
4. In accordance with the ARRA State Plan and 10 CFR Part 440.22(b)(3)(i and ii), the rent paid by the eligible tenants of a dwelling unit that has received weatherization services shall not be increased for a period of two years from the date that the weatherization services are completed, unless it can be documented that the increase is due to factors other than the weatherization work performed. Tenants shall be made aware of this provision as part of the application process developed pursuant to Part 3, Section D(3)(a) of this Agreement. Notwithstanding this provision, it is acknowledged that DECD will be performing weatherization measures in subsidized dwelling units where a household's contribution toward rent may be routinely increased or decreased based on changes in household income.
5. In accordance with 10CFR Part 440.22(d), the Department, through its own efforts as well as through DECD as it pertains to this agreement, shall seek financial participation from property owners/landlords. Property owners/landlords who are not authorized as eligible to receive weatherization assistance shall be required to contribute twenty percent (20%) of the material cost toward the weatherization of an eligible rental unit. The maximum amount of the contribution will be \$500.00 per eligible unit. In buildings weatherized pursuant to the 50% or 66% rule, the owner share of the cost of this work shall be twenty percent (20%) of material costs or a maximum of \$500.00 per eligible unit, whichever is lower. Those property owners who are eligible for weatherization assistance will not be required to make contributions. Under exigent circumstances, DECD shall be allowed to waive the requirement regarding property owner/landlord contributions on a case by case basis.

D. RESPONSIBILITIES OF DECD

1. Throughout the term of this Agreement, the DECD shall provide or shall cause to be provided weatherization assistance services (herein also referred to as the "Program") to households residing in state-financed housing units (herein also referred to as "dwelling units") whose income is at or below 60% of the State Median Income. Such weatherization assistance services shall be designed in accordance with the ARRA WAP Connecticut State Plan.
2. Throughout the term of this Agreement, the DECD shall adhere to the federal regulation(s) and procedures (including procedures involving lead, mold and exceptions from annual monitoring) established by the United States Department of Energy's (USDOE) Weatherization Assistance Program for Low Income Persons as defined in 10 CFR Part 440, as amended and also shall adhere to the ARRA WAP Connecticut State Plan.

3. Throughout the term of this Agreement, and as it pertains to this agreement, the DECD shall be responsible for the determination of household eligibility for weatherization assistance, in accordance with the provisions of Reg. Conn. Agencies, D.S.S. §§ 16a-41(a) and 16a-41(b). The DECD shall provide or shall cause to be provided the following services and adhere to the following terms and conditions. The DECD shall:
 - a. Develop and implement, subject to approval by DSS, a standard application process, including appropriate forms, for use in determining and documenting household eligibility;
 - b. Allow households residing in state-financed housing units, including renters, to file an application by providing appropriate resources (e.g. language interpreters) to facilitate the application process, including providing home-visits to facilitate the application process for elderly and disabled households' access to the Program;
 - c. Ensure that each household receives a written notice of applicant rights and service availability as part of the application process. The notice shall contain an explanation of the applicant's rights and obligations, and the procedures for filing appeals applicable to the Program;
 - d. Perform or subcontract for the preparation of a WRAP Home Check Energy Audit or any other audit approved by USDOE to determine measures to be completed for each job. The audit shall prioritize recommended measures by SIR. Except for health and safety measures, only measures with an overall SIR of one or more can be completed. Once the audit has been completed, a Building Weatherization Report (BWR) must be developed for each dwelling unit being considered for weatherization services; and
 - e. Agree that DSS holds final decision over the resolution of any discrepancies in the applicant household's eligibility determination process.
4. DECD shall enlist the use of subcontractors to perform weatherization services pursuant to the Program. The selection of subcontractors shall be made through a Request for Proposals (RFP) process. All subcontractors providing weatherization services shall be required to follow sound internal management policies and provide skilled workmanship, high quality materials and timely weatherization of units. Community Action Agencies that are in good standing with DSS shall be eligible to compete for the provision of weatherization services by responding to the RFP.
5. As it pertains to this agreement, DECD shall maintain compliance with Section 1606 of the American Recovery and Reinvestment Act of 2009 and shall adhere to the provisions of Exhibit A attached herein, as may be amended from time to time.
6. DECD shall ensure that subcontractor(s) maintain a maximum average cost of \$6,500.00 for the installation of weatherization services in all eligible dwelling units. Except as otherwise defined in the USDOE regulations and/or the ARRA WAP Connecticut State Plan, a minimum of \$50.00 and a maximum average of \$1,857.00 per eligible dwelling unit shall be spent on the materials and items necessary to install the weatherization measures. It is the responsibility of DECD to strictly adhere to this average during the term of this contract. Within the maximum limit, DSS is imposing a cap on spending for health and safety-related services of \$2,500.00 per dwelling unit if warranted based on the WRAP Home Check Energy Audit or any other USDOE audit approved for use in the State of Connecticut.
7. By March 31, 2012, the DECD shall provide or shall cause to be provided weatherization assistance services to a minimum of 456 dwelling units in the Bridgeport, Norwalk and Stamford service area, 855 dwelling units in the Hartford, Bristol and New Britain service area, 285 dwelling units in the New Haven and Derby service area, 570 dwelling units in the Waterbury, Danbury and Meriden service area, and 684 dwelling units in the Danielson and Norwich service area. DECD shall have the flexibility to adjust any of these regional figures by fifteen percent (15%) without seeking pre-approval from DSS. However, these adjustments must not reduce the statewide minimum number of 2,850 dwelling units to receive weatherization services through this agreement.

8. DECD shall ensure that all staff performing duties pursuant to the ARRA WAP Connecticut State Plan shall be adequately trained including, but not limited to, core competency training and WRAP Home Check Energy Audit certification. DECD is encouraged to partner with the State Department of Labor, the Office of Workforce Competitiveness and Workforce Investment Boards to provide training and technical assistance related to the ARRA WAP Connecticut State Plan.
9. DECD staff shall ensure that each unit weatherized pursuant to this agreement is inspected and that the work performed is satisfactory prior to submitting a transfer invoice for payment to DSS for the services rendered.
10. A goal of the ARRA WAP Connecticut State Plan is to ensure that funding dedicated to weatherization assistance leads to the creation or retention of a so called "green workforce." DSS intends to distribute ARRA WAP funding in a way that will increase job opportunities and provide specialized training for and access to jobs, with the ultimate goal being that these jobs will lead to skills that will be transferable to the 'green' job market in the future. Recruitment shall target a diverse population, some skilled and some new to the workforce, with a focus on low-income individuals, displaced and unemployed workers, persons with disabilities, veterans and older workers. Below is a list of positions that DSS anticipates will be created or retained as a direct result of funding through ARRA WAP, along with the target employment goals anticipated through the provision of funding through this Agreement to DECD. DECD shall have the flexibility to subcontract weatherization services in such as way as to assist them with meeting these goals:

<u>Position Title</u>	<u>DECD Target Employment Goals</u>
Crew Workers/Installers	84
Crew Chiefs – Job Site Supervisors	16
HVAC Contractors	8
Energy Auditors	14
Inspectors	9
Intake/Eligibility	19
Client Education Specialists	3
Local Agency Coordinators	8
Technical Monitors – On-site Monitoring/Oversight	5
Program Administration & Desk Monitoring/Oversight	5
Fiscal Administration & Financial Oversight & Audit	8
Trainers/Teachers/Technical Assistance	9
Equipment, Material & Supply Providers & Transportation	8
Operation and Maintenance of Vehicles and Equipment	2
Inventory Control	3
Total	<u>201</u>

Progress toward achieving the employment goals indicated above shall be tracked by DECD with direction from DSS and shall be included in the monthly ARRA Weatherization Status Reports required by Part 3, Section G(2) of this Agreement, if applicable.

11. DECD staff and/or their agent shall attend scheduled DSS Weatherization Directors' meetings.
12. Within thirty (30) days of the execution of this agreement, DECD shall obtain and provide DSS with a DUNS number, obtained through the Federal website <http://fedgov.dnb.com/webform>.

E. RESPONSIBILITIES OF DSS

1. DSS shall assign two program staff to serve as field representatives to provide monitoring, training and technical assistance under this Agreement. Monitoring visits will be made to DECD or to subcontractors of DECD on at least a monthly basis. DSS field representatives shall review all aspects of ARRA WAP services provided through this Agreement, including but not limited to, financial and program management, operating procedures, file reviews, inspection of work in process and completed jobs, procurement procedures, inventory control, operation and maintenance of vehicles and equipment, and the adequacy of coverage of service areas. During the term of this Agreement, DSS staff shall perform file reviews on a minimum of 20% of the total number of DECD dwelling units weatherized, and shall complete on-site inspections of a minimum of 12% of the total number of dwelling units weatherized.
2. DSS shall assign one Fiscal Administrative Officer to work under this Agreement with DECD. This person shall ensure adequate financial management control and assist with the preparation of the annual comprehensive monitoring reviews required under the ARRA WAP. This person shall also review fiscal reports submitted by DECD and shall process payments to DECD.

F. JOINT RESPONSIBILITIES OF DSS AND DECD

1. As it pertains to this agreement, staff shall work cooperatively in the preparation of the annual comprehensive monitoring review required for ARRA WAP.

G. REPORTING REQUIREMENTS

1. Section 1606 of the American Recovery and Reinvestment Act requires that all laborers and mechanics employed by contractors and subcontractors on any project, “..funded directly by or assisted in whole or in part by...” Recovery Act funds be paid prevailing wages as determined by the United States Secretary of Labor. Weatherization Assistance projects funded or assisted in whole or in part by Recovery Act funds are subject to Davis Bacon prevailing wages. To the extent applicable, and as it pertains to this agreement, DECD shall provide or shall cause to be provided a weekly wage report in a format prescribed by DSS to document rates paid to its agency staff and to subcontractor laborers and mechanics pursuant to this agreement in compliance with provisions of the Davis Bacon Act. Detailed and updated information regarding prevailing wages can be found through the Connecticut Department of Labor at <http://www.ctdol.state.ct.us>.
2. DECD shall submit a ‘Monthly ARRA WAP Weatherization Status Report’ to DSS in a format provided by DSS. Information contained in each report shall include, but not be limited to, monthly and cumulative counts of units weatherized as well as jobs retained or created as a result of funding through this agreement. A BWR for each job completed in the reported month must accompany the status report. Each monthly report shall be submitted no later than the twentieth day of the month succeeding the reporting period. A final ARRA WAP Weatherization Status Report, containing a summary of program activities from 9/1/2009 through 3/31/12, shall be submitted to DSS no later than 4/30/12. The processing of the final transfer invoice shall be contingent upon the submission and acceptance of this final report.
3. DECD shall submit a ‘Monthly ARRA WAP Fiscal Report’ to DSS in a format provided by DSS. Each monthly report shall be submitted no later than the twentieth day of the month succeeding the reporting period. The final Monthly ARRA WAP Fiscal Report shall be submitted to DSS no later than 4/30/12. The processing of the final transfer invoice shall be contingent upon the submission and acceptance of this final report. Fiscal reports shall be in compliance with Section 1512 of the American Recovery and Reinvestment Act.

PART 4

Memorandum of Agreement Budget and Payment Provisions

A. BUDGET

1. In order to ensure transparency, separate accounts shall be maintained for all ARRA WAP expenditures. Co-mingling of ARRA WAP funds with any other funding source shall be prohibited.
2. For the performance of the services and activities described in this agreement, the DECD shall receive a sum not to exceed \$19,087,125.00 for the contract period of September 1, 2009 through June 30, 2012. Of this amount, \$18,500,000.00 shall be allocated for program services, a maximum of \$537,125.00 shall be allocated for administrative expenses, and \$50,000.00 shall be allocated for training and technical assistance (T & TA). Services are expected to be provided statewide, with regional budgets as follows;

<u>Region</u>	<u>Program Services</u>	<u>Administration</u>	<u>T & TA</u>	<u>Totals</u>
a. Bridgeport, Norwalk, Stamford Area	\$ 2,960,000	\$ 85,940	\$ 8,000	\$ 3,053,940
b. Hartford, Bristol, New Britain Area	5,550,000	161,138	15,000	5,726,138
c. New Haven, Derby Area	1,850,000	53,712	5,000	1,908,712
d. Waterbury, Danbury, Meriden Area	3,700,000	107,425	10,000	3,817,425
e. Danielson, Norwich Area	<u>4,440,000</u>	<u>128,910</u>	<u>12,000</u>	<u>4,580,910</u>
Totals	<u>\$18,500,000</u>	<u>\$ 537,125</u>	<u>\$50,000</u>	<u>\$19,087,125</u>

3. DECD shall have the flexibility to adjust any of the amounts budgeted between regions noted above by as much as fifteen percent (15%) without seeking pre-approval from DSS. Such revisions shall not at any time alter the total amount budgeted statewide. Revisions are not allowed between categories, e.g., transferring Program Services funds to Administration funds. Any revisions to the budget other than those permitted pursuant to this section must be pre-approved in writing by DSS.

B. PAYMENT PROVISIONS

1. Upon full execution of this Agreement, and upon the receipt of a properly completed transfer invoice, DSS shall process an initial payment to DECD in an amount not to exceed \$2,863,068.75. Thereafter, DSS shall issue monthly payments to DECD contingent upon receipt and approval of properly completed transfer invoices and provided the terms and conditions of this agreement, including the submission of required reports pursuant to Part 3, Section G, are being met.
2. As it pertains to this agreement, DECD shall ensure that appropriate wages are paid to laborers and mechanics performing weatherization services pursuant to the Davis Bacon Act. The employed laborers and mechanics shall be compensated weekly throughout the duration of this agreement pursuant to this Act.
3. **All expenses pursuant to this contract must be incurred no later than March 31, 2012. The remaining three months of the contract term, i.e., April 1, 2012 through June 30, 2012, shall solely be used to allow time for the completion and submission of final reports as specified in Part 3, Sections G(1) and G(2) of this Agreement, and to allow for the processing of final payments to DECD.**