

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

- MOA - Financial**
 MOU - Non-Financial

- Indicate Memorandum Type. Non-financial agreements do not require fiscal review.
- Prepare two original copies.
- Originating agency internal approvals must be shown prior to contracting state agency acceptance.
- 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.
- 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. MOACTC-WXA-01	(4) Contracting Agency Identification 09DSS7601BY		
CONTRACTING STATE AGENCY	(5) Contracting State Agency Name The Board of Trustees of Community-Technical Colleges		(6) Contracting State Agency State Number CCC78000	(7) Contracting State Agency FEIN 76-0729241	
	(8) Contracting State Agency Address 61 Woodland Street Hartford, CT 06105		(9) Contracting State Agency Liaison & Phone No. Paul Susen, Chief Academic Officer (860) 244-7612		
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) 7/1/09 - 3/31/12		(16) Funding Period (From -To) 7/1/09 - 3/31/12		
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 37.				
COST AND SCHEDULE OF TRANSFER CERTIFICATES	(19) The maximum dollar value of this agreement shall not exceed \$1,500,000.00. 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 pages 29 and 30 of this agreement.				

(20) Line No.	(21) Budget Reference	(22) Fund	(23) Department	(24)		(25) Account	(26) Project/Grant	(27) Chart 1	(28) Chart 2	(29) Amount
				Program	SID					
	2010	12060	DSS60908	52006	29040		DSS000000036302	168076		\$1,500,000.00

(30) ACCEPTANCE AND APPROVALS

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

32) Department of Social Services PROGRAM DIRECTOR <i>[Signature]</i>	PAMELA A. GIANNINI, DIRECTOR BUREAU OF AGING, COMMUNITY AND SOCIAL WORK SERVICES	DATE 9/18/09
33) Department of Social Services FISCAL OFFICIAL <i>[Signature]</i>	Lee Voghel, Director Division of Fiscal Analysis	DATE 10/20/09
34) Department of Social Services CONTRACT ADMINISTRATOR <i>[Signature]</i>	Kathleen Brennan, Director Contract Administration and	DATE 9/18/09
35) CONTRACTING STATE AGENCY AUTHORIZED OFFICIAL <i>[Signature]</i>	TITLE The Board of Trustees of Community-Technical College Chancellor	DATE 9/18/09
36) ORIGINATING AGENCY AUTHORIZED OFFICIAL <i>[Signature]</i>	TITLE Michael P. Starkowski, Commissioner	DATE 9/18/09

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" or "Department" is consistent with the Department of Social Services and the term "The Board" is consistent with The Board of Trustees of Community-Technical Colleges or its representatives.

2. Contract Period

This agreement shall be in effect from July 1, 2009 through March 31, 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:

Paul Susen, Chief Academic Officer
The Board of Trustees of Community-Technical College
61 Woodland Street
Hartford, CT 06105
Email: PSusen@commnet.edu

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
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 Board 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 Chancellor of The Board to the Commissioner of DSS and the Commissioner of DSS upholds the appeal. Pending final decision of a dispute, The Board 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 Board 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 the Department has advanced funds to the Contractor or overpaid the Contractor, the Contractor shall, at the end of the contract period, or earlier if the contract is terminated, return to the Department in full, any unexpected funds within 30 days.

3. **Under-expenditure**

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

D. EXECUTIVE ORDERS

1. **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. Three, 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. Three 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 before 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. Three 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.

2. **Executive Order No. 7C:** This Contract is subject to **Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006.** The Parties to this Agreement, as part of the consideration hereof, agree that:

- a. The State Contracting Standards Board ("the Board") may review this contract and recommend to the state contracting agency termination of the 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 no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means:
 - i a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes or
 - ii wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
- b. For the 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.

- c. Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes 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.
3. **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.
 4. **Executive Order No. 16: Violence in the Workplace Prevention Policy:** This contract is subject to Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, this contract may be canceled, terminated or suspended by 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:
 - a. The contractor shall prohibit employees from bringing into the state work site, excepts as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):
 - b. Weapon means any firearm, including BB gun, whether loaded or unloaded, any knife (excluding small pen knife or pocket knife), including a switchblade or other knife having an automatic spring release device, stiletto, any police baton or nightstick or any martial arts weapon or electronic weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.
 - c. The 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 threaten to cause, physical injury or death to any individual in the state work site.
 - d. The contractor shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The contractor shall insure that all employees are aware of such work rules.
 - e. The contractor agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain the provisions (a) through(d).
5. **Executive Order No. 17: Connecticut State Employment Service Listings:** This contract is also subject to provisions of Executive Order No. Seventeen 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 Seventeen, 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. Seventeen 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.

E. NON-DISCRIMINATION.

References in this section to "Contract" shall mean this MOA and references to "Contractor" shall mean The Board of Trustees of Community-Technical College.

(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.

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 Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 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. STATUTORY AND REGULATORY COMPLIANCE

1. Health Insurance Portability Act of 1996 ("HIPAA").

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance "with all applicable federal and state law regarding confidentiality, which includes but is not limited to ("HIPAA"), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; *and*
- (c) The State of Connecticut Department named on page 1 of this Contract (hereinafter "Department") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; *and*
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; *and*
- (e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; *and*
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
 - (1) "Business Associate" shall mean the Contractor.
 - (2) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.
 - (3) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (4) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (5) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
 - (6) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (7) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (9) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

- (10) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (11) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
 - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
 - (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
 - (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
 - (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to make PHI available for amendment pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
 - (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 - (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to

permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

- (12) Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.
 - (i) Permitted Uses and Disclosure by Business Associate.
 - (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
 - (j) Obligations of Covered Entity.
 - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
 - (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
 - (l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination
 - (A) Except as provided in (1)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return of destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (m) Miscellaneous Provisions.
 - (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
 - (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
 - (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
 - (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, Contractors or agents, or any third party to whom Business Associate has disclosed PHI pursuant to this Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract.

G. 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. The Department 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.

H. 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. SCOPE OF SERVICES

1. The Contractor shall provide the following specific services for the AMERICAN RECOVERY AND REINVESTMENT ACT WEATHERIZATION ASSISTANCE PROGRAM, hereinafter referred to as "ARRA WAP," **TRAINING AND TECHNICAL ASSISTANCE COURSES**, hereinafter referred to as "Program," and shall comply with the terms and conditions set forth as required by the Department, including but not limited to the requirements and measurements for scope of services, contract performance, quality assurance, reports, terms of payment, and budget.
 - a. The services as defined below and implemented by the Contractor shall hereinafter be referred to as the "Program".
 - b. The individuals served by the Contractor under this contract will hereinafter be referred to as "clients" or "participants".
2. The American Recovery and Reinvestment Act, Public Law 111-5, is a temporary three year stimulus program designed to preserve and create jobs, promote economic recovery, and assist those impacted by the recession. The ARRA WAP utilizes ARRA funds to assist low-income persons to minimize energy related costs and increase energy efficiency in their homes.
3. DSS is the federally designated grantee for the State of Connecticut for ARRA WAP funding. DSS has chosen to enter into an agreement with The Board to provide or cause to be provided recruitment, training, classes, and scholarship services directed toward weatherization assistance. This is done in accordance with the Department of Energy's (DOE) approved ARRA plan for Weatherization in Connecticut, and in accordance to the provisions of C.G.S. §§ 16a-41(a) and 16a-41(b). Through this MOA, DSS is contracting with The Board to provide or cause to be provided these services for up to 640 individuals.
4. Due to the expansion of the WAP and the need to train additional workers to weatherize, audit and inspect homes, DSS has included the Connecticut Community Colleges and the Connecticut Technical High Schools as partners to offer training for Weatherization Crew Workers, Energy Auditors, Inspectors and other jobs related to the ARRA Weatherization Assistance Program, as well as basic skills training in reading, writing, math and computer literacy.
5. For the purposes of the requirements identified in this agreement, "Contractor" shall mean the "Contractor and its Subcontractors."

B. RESPONSIBILITIES OF THE PARTIES

A. RESPONSIBILITIES OF THE DEPARTMENT OF SOCIAL SERVICES

DSS shall:

1. Transfer funds to The Board in accordance with the terms of this agreement; and
2. Provide consultation to the Community Technical Colleges' staff on the direction and implementation of this project.

B. RESPONSIBILITIES OF THE BOARD OF TRUSTEES OF COMMUNITY-TECHNICAL COLLEGE

Board of Trustees of Community-Technical Colleges

Section 10a-72 of the Connecticut General Statutes ("C.G.S.") authorizes the Board of Trustees for the Community-Technical Colleges (the "Board") to administer the constituent unit colleges and direct the expenditure of college funds within the amounts available. Board policy provides appropriate executive signature authority to the Board Office of the Board of Trustees of Community-Technical Colleges, college presidents and designated members of College management to enter into such contractual agreements, as may be necessary for the discharge of their respective duties, to effectuate the decisions, policies and programs of the Board and the Chancellor as they relate to the College.

The Board shall utilize the funds allocated as result of this agreement, for the purposes of the goals set forth herein, to accomplish the following:

1. Complete the development of agency contractual agreements, interagency agreements and subcontracts for regional and statewide implementation of recruitment, training, classes, and scholarship services directed toward the ARRA Weatherization training Program:
 - a. Establish contractual agreements between The Board and individual entities. The contract language will identify scope of work, programs goals, outcomes, measures and reporting requirements, requiring that all ARRA reporting requirements are met.
 - b. Establish memoranda of understanding between State agencies which outline the manner and frequency in which data will be collected and reported by subcontractors and in the aggregate.
 - c. Require the collection and submission of data and reports by the subcontractors and partner agencies to the Department of Social Services.
 - d. Report in accordance with the ARRA (Recovery Act) Section 1512 Reporting Requirements.
 - e. Work in collaboration with the Office of Workforce Competiveness on weatherization training work group(s) or steering committees, identifying target population(s) for inclusion in the ARRA Weatherization training program, identifying key project partners, and developing project management and communication plans.
2. The Board may, in consultation with Department staff assigned to the project, accomplish the above activities directly and/or through contract(s) with a third party.
3. Throughout the term of this Agreement, The Board shall adhere to the federal regulation(s) and procedures (including procedures involving lead, mold and exceptions from annual monitoring) established by the Department of Energy's 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.
4. By March 31, 2012, The Board shall have provided or shall have caused to be provided recruitment, training, classes, and scholarship services, relating to the ARRA WAP, to a target population of up to 640 individuals statewide through referrals from OWC, WIBs, CAAs, DECD, DSS and DOL, with goals of up to 145 individuals in the Bridgeport, Norwalk and Stamford service area, 125 individuals in the Hartford, Bristol and New Britain service area, 100 individuals in the New Haven and Derby service area, 125 individuals in the Waterbury, Danbury and Meriden service area, and 145 individuals in the Danielson and Norwich service area. The services and training goals shall be responsive to the needs in each region as identified by needs assessment(s) conducted by The Board and in collaboration with the Office of Workforce Competitiveness, Workforce Investment Boards, Jobs Funnel, Community Action Agencies, Department of Economic and Community Development and Department of Social Services. The Board 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 goal of 640 individuals to receive services through this agreement. In the event that The Board requires

further flexibility due to lack of interest regionally, it must first seek the written approval of the Department.

5. The Contractor shall be familiar with the contents of the documents and regulations described above in this Agreement, and maintain such documents in their files throughout the contract period.
6. The Contractor shall develop and implement a process for informing and encouraging key industry stakeholders including but not limited to Community Action Agencies, Workforce Office of Workforce Competitiveness, Workforce Investment Boards, Community Technical Colleges, Connecticut Department of Economic and Community Development, Job Funnel programs, Utility Companies, state agencies, high school systems, employers, job seekers and community based organizations, about the training and employment opportunities provided through the Program;
7. The Contractor shall identify and implement training and courses for participation by the target population, focusing on low income individuals, displaced and unemployed workers, persons with disabilities, veterans and older workers, which shall include minority and non-English speaking persons.
8. The Contractor shall work with the Department staff and the Office of Workforce Competitiveness and in accordance with state and federal program requirements on data documentation, data collection, and reporting of standardized measurable outcomes for all training and job placement activities.
9. The Contractor shall provide written request to the Department for activities designed to address barriers to training for the target population, including transportation options such as vouchers or coordination of transportation resources necessary for participation in Weatherization training.
10. The Contractor shall provide the Department with a list of positions that will be created and/or retained for each service area as a direct result of the ARRA WAP Funding. The Contractor shall provide a list of positions at the commencement of the program and include updates on the Monthly Weatherization ARRA WAP Training Report as referenced herein or as may be modified from time to time at the direction of the Department.
11. The Contractor shall provide or shall cause to be provided the following activities to support the Program services described herein and adhere to the following terms and conditions:
 - a. Maintain intake and exit assessment records for each client participating in the Program. Such assessment records shall collect from each client basic demographic information that will include but not be limited to education and employment history.
 - b. Submit reports, in such manner and form as may be required by DSS and ARRA, that provide information concerning training secured by: i.) clients and ii.) Contractor employees and any other individuals who have gained or maintained training for employment as a result of DSS ARRA WAP funding. This information shall include, but not necessarily be limited to, course titles, number of hours in training or class per week, course sign-in records of participants, dates of training activities, and other reporting requirements of this Agreement.
 - c. Prepare written reports that document each client's progress during his or her participation in the Program. Reports shall summarize the progress and participation of all clients, training development, and training retention, on a regional basis. The first report shall be submitted to the DSS on or before October 20, 2009 and on a monthly basis thereafter at a date to be established by the Department.
 - d. Provide reports to the DSS containing such information and in such form as required by the DSS which it deems necessary to monitor the outcome measures as referenced herein.

12. Program Training. The Contractor, and/or designated subcontractors, shall design and deliver training for the ARRA WAP including but not limited to the menu courses and training outlined below and in Exhibit A of this Agreement:
 - a. Training shall provide basic competencies for Weatherization specialists at all levels, and in all five ARRA Weatherization regions, if not already offered by, or if requested by, the ARRA weatherization Training and Technical Assistance program contracted or provided by the Office of Workforce Competitiveness, Workforce Investment Boards, and Job Funnel programs.
 - b. The below training and courses shall be offered through scholarships to individuals identified by the ARRA Weatherization Training and Technical Assistance contractors, the Department of Social Services, ARRA Weatherization Community Action Agencies, Department of Economic and Community Development, Office of Workforce Competitiveness, Department of Labor, Workforce Investment Boards, and Jobs Funnel programs. An objective system of evaluation shall be established and documented between The Board and OWC as to the process for issuing scholarships to eligible participants, tracking information regarding the trainings offered and reporting requirements.
 - c. There shall be no direct cost to the eligible participants for tuition, fees, materials, books or other costs associated with the ARRA WAP training.
 - d. The Department of Energy lists the following basic competencies for Weatherization specialists at all levels:
 - Ability to read and write legibly;
 - Basic verbal and communication skills;
 - Basic construction knowledge;
 - Basic math skills; and
 - Basic computer skills.
13. Establish regional points of entry for training requests and referrals to state-wide and regional program initiatives required for the ARRA Weatherization program;
14. Evaluate and analyze the training requests as appropriate and provide work plan(s) identifying the steps to be taken and the performance dates to meet the identified training and organizational development needs;
15. Develop a needs assessment and thereafter design and develop a work plan identifying the steps to be taken and the performance dates to meet the identified training needs for the implementation of the program initiatives;
16. Deliver the agreed upon training in the manner and format agreed to by the Department;
17. Conduct an evaluation of the training provided. The evaluation tool shall be developed and administered by the Contractor, with methodology and results of the evaluation directed to the Department.
18. Ensure that all materials developed and all training provided in response to the ARRA Weatherization program training needs are culturally competent;
19. Serve on workgroups and committees, in collaboration with the Office of Workforce Competitiveness, in order to play an active role in the development and leadership of the Weatherization Training program and provide feedback, ideas, and tangibles toward that development;

20. The Contractor or its designated subcontractor is responsible for overall planning for the program, internal and external coordination/communication on training programs, activities, and issues; monitoring of the programmatic and budget aspects of the training agreements; maximizing internal and external resources; directing program training activities; and requiring an adequate management information system for the program.
21. The Contractor, throughout the term of this contract, will develop multicultural training opportunities that will:
 - a. work to influence program planning and the provision of direct services to clients;
 - b. contribute to a modification or increase in staff knowledge and competence in working with underserved ethnic/cultural groups;
 - c. create and maintain a program presence in targeted communities;
 - d. work within existing community based organizations and contractors to facilitate diversity informed inclusion and participation in the Weatherization programs and services.

C. CLIENT-BASED OUTCOMES AND MEASURES:

The Contractor shall provide or cause to be provided through subcontracts the Program services described herein to result in the following outcomes on behalf of clients in the Program. The intake/exit assessment records, client progress evaluations, reports, and other documentation necessary, shall serve as the measurement 'tool(s)' for the identified outcomes below. Outcome results achieved pursuant to the terms and conditions described herein will be monitored by the DSS.

OUTCOMES

1. Clients from the target population are recruited for training in the weatherization field.
2. The client receives intake and exit Assessment/Evaluation of training and education needs for successful employment in the weatherization field.
3. The clients receive scholarships for the weatherization training and education offered through the menu of courses shown in Exhibit A of this Agreement
4. The client participates in weatherization training or education offered through the program menu of courses shown in Exhibit A of this Agreement
5. The state and federal training and workforce Data Collection & Reporting requirements are met
6. Advisory Committee meetings are held with regional and state stakeholders.

MEASURES

- a. At least 70% of the individuals scheduled to receive Program **Recruitment** services are from the target population and received such services in the planned timelines.
- b. At least 90% of the individuals recruited for the program receive Assessment/Evaluation of training needs in the planned timelines.
- c. Up to 640 scholarships shall be provided for the weatherization training and education offered through this contract.
- d. At least 70% of the individuals scheduled to receive **Weatherization Training and Education** received choices for such training and education, as indicated by program assessment and based on their preference and as appropriate for weatherization jobs.
- e. 100% of the state and federal training and workforce **Data Collection & Reporting** requirements are met.
- f. Participate in at least one **advisory committee** meeting per year per region and statewide, with the Weatherization program and training stakeholders, to review and assess various components that support program development and improvement.

6. Monitoring of subcontracts is conducted.
- f. **Monitoring** visits are conducted at least once each year with each subcontractor.

D. QUALITY ASSURANCE COMPLIANCE:

The Contractor agrees to comply with any and all applicable regulations adopted by the Department or other State or Federal entities relative to the services provided under this contract and, as applicable, require that all pertinent subcontractors comply as well. The Contractor also shall comply with any and all DOE or ARRA requirements as may be necessary.

The performance of the Contractor, and any applicable subcontractors, shall be reviewed and evaluated at least annually by Department staff. Such reviews and evaluations may be performed by examination of client records, service logs, other documents and reports, and a meeting(s) with Contractor staff and/or clients and Board members. Site visits may be conducted at funded facilities and program sites administered by the Contractor.

E. PROGRAM ADMINISTRATION

1. PROGRAM TRAINING COSTS: Throughout the contract period, the Contractor shall incur costs for only those materials or items identified in the ARRA WAP Connecticut State Plan and associated cost categories as defined below. Such cost categories as incurred by the Contractor for the completion of Program services shall be documented on the ARRA WAP - Monthly Weatherization Training Report as described herein.
 - a. PROGRAM TRAINING SUPPORT:
 - i. Tools and Equipment for Training shall include the 'tangible property' cost(s) of the 'subject' items utilized in the Program. Equipment costs of or in excess of \$5,000 require prior approval from DSS and USDOE.
 - ii. Rental fees for Tools and Equipment for Training shall include the cost of annual lease(s) for the 'subject' items utilized in the ARRA Weatherization Training Program.
 - iii. Salaries- (staff) shall include employee salaries paid for the ARRA Weatherization Training Program staff.
 - iv. Salaries-(supervisory) shall include employee salaries paid for supervision of any employee or ARRA Weatherization Training Program service provision.
 - v. Fringe Benefits shall include payroll taxes, group health insurance, and other employee benefits that may include but are not limited to pensions for those employees receiving salaries as defined above in a.iii. and iv. for provision of ARRA Weatherization Training Program services.
 - vi. Transportation shall include the costs paid as reimbursement for costs incurred by employees for the use of their personal vehicles in the provision of Program services under this contract.
 - vii. Transport of Clients: In the event that the Contractor or any of its employees or subcontractors shall, for anyreason, transport a client of DSS, the Contractor or its subcontractors hereby agrees to the following:

The contractor shall require that its employees, subcontracted transportation providers, drivers,

and vehicles meet licensure or certification requirements established by the State of Connecticut Department of Transportation (DOT) and the State of Connecticut Department of Motor Vehicles (DMV) that transport, or have the potential to transport, clients.

All vehicles utilized shall be appropriately licensed, certified, permitted, and/or insured.

- b. FINANCIAL AUDIT costs shall include the costs associated with completion of a financial audit of the Program in accordance with 10 CFR Part 600, as amended.

F. PROGRAM EVALUATION:

The Contractor agrees to conduct an annual self-assessment. The Contractor will annually monitor the Program to assess goals, progress, and effectiveness and will produce a report with recommendations to the Contractor's staff.

G. FEDERAL REQUIREMENTS:

1. Throughout the term of this contract, the Contractor shall:
 - a. Arrange and develop in cooperation with the appropriate State and/or local agencies, a Program 'implementation plan' that includes but is not limited to descriptions of Program service arrangements, and how the Program services will be implemented in the service areas throughout the state;
 - b. Establish the Program's implementation plan and retain it on file;
 - c. Adhere to the DOE's Civil Rights Requirements, in accordance with 10 CFR Part 1040 et seq., as amended; and
 - d. Expend and administer funds supplied under this contract in accordance with the DOE's financial assistance regulations defined in 10 CFR Part 600, as amended;
2. In addition to Part II of this contract, the Contractor certifies that it has taken proper assurances to prohibit the use of Federal funds for Lobbying. The State requires that the language of the following certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under sub-recipients. The Contractor certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the state, to any person for influencing or attempting to influence any officer or employee of any agency, member of Congress or an officer or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the State shall complete and submit standard Federal form-LLL, "Disclosure Form to Report Lobbying," (obtained from Health and Human Services) in accordance with its instructions.
3. Funding Identification – *(Contractor specific – delete if not applicable)*

Federal funding has been provided for this contract as follows:

CFDA (Catalog of Federal Domestic Assistance) Title: American Recovery and Reinvestment Act
Weatherization Program for Low Income
Persons

DUNS Number: _____

CFDA Number: 81.042

Award Name: Weatherization Assistance Program

Award Year: 07/01/2009-06/30/2012

Research and Design: Yes or No

Name of Federal Agency Awarding: U.S. Department of Energy

Within 30 days of the execution of the contract, the Contractor shall obtain and provide the Department with a DUNS number, obtained through the Federal website <http://fedgov.dnb.com/webform> , if they have not done so above at the time of execution.

H. SUBCONTRACTED SERVICES: In addition to Part II, of this contract:

1. The Contractor agrees to notify the Department prior to finalizing any subcontractor relationship for services covered under this agreement.
2. Any subcontract shall contain terms that require the subcontractor to maintain books, records, documents, program and individual service records, and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs; that these records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees of the State, or, where applicable, federal agencies; and that the subcontractor shall retain all such records concerning this contract for a period of 3 years after the completion and submission to the State of the Contractor's annual financial audit.
3. The Contractor agrees to be responsible to the Department for the performance of said subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under the contract. The Contractor shall bear full responsibility, without recourse to the Department for their performance.
4. Prevailing wage rates shall be paid to persons providing weatherization services provided through this contract as directed by United States Secretary of Labor and in compliance with the Davis-Bacon Act as articulated below.
5. The subcontractor must adhere to requirements about reporting the creation of or maintaining of jobs in accordance with and as directed by USDOE and DSS.

I. PROGRAMMATIC/STATISTICAL REPORTING:

1. At a minimum, the Contractor shall submit a 'Monthly Weatherization Training Report' for training services in each of the five service areas to the Department's Program representative located at Department of Social Services, 25 Sigourney Street, Hartford, CT 06106. This report shall include, but not be limited to the reporting requirements outlined in of this agreement and shown below as ARRA Performance Progress Report. This report is due to DSS by the twentieth (20th) day of each month succeeding the reporting period. Additionally, the Contractor agrees to comply with any and all reporting requirements set forth by the U.S. Department of Energy or any other Federal entity and shall be notified of any new or revised reporting requirements in writing by the Department.
2. **Detailed Status and Narrative Activities Reports** detailing program activities and progress toward implementation, in a format determined by Department program representative, shall be submitted on a quarterly basis, and will be due on the twentieth (20th) day of last month of each quarter covering the reporting period from the 16th day of the month preceding the quarter through the fifteenth (15th) day of the last month of the quarter.
3. **Statistical Reports:** written statistical reports shall be submitted on or before the twentieth (20th) day of each month during the program period. Each report shall contain a summary of all training provided to date and any further information of an administrative or statistical nature necessary for this program as determined by the Department and Contractor and in accordance with state and federal regulations and ARRA requirements.
4. **ARRA Performance Progress Report:** Not later than the twentieth (20th) day of each month covering the reporting period from the 16th day of the previous month through the fifteenth (15th) day of the reporting month, each contractor and subcontractor shall submit a report(s) to the Department of Social Services that contains:
 - a. The total amount of American Recovery and Reinvestment Act of 2009, P.L. 111-5, covered funds received from that agency;
 - b. The amount of American Recovery and Reinvestment Act of 2009, P.L. 111-5, covered funds received that were expended or obligated to project or activities;
 - c. A detailed list of all projects or activities for which American Recovery and Reinvestment Act of 2009, P. L. 111-5, covered funds were expended or obligated including:
 - d. Name of project or activity
 - e. Description of project or activity
 - f. Evaluation of the completion status of project or activity (To be Submitted Quarterly)
 - g. Estimate of number of jobs created and retained by project or activity *in the manner and form prescribed by DSS*
 - h. Infrastructure investments made by State and local governments, purpose, total cost, rationale or agency for funding infrastructure investment, name of agency contact. (To be Submitted Quarterly)
 - i. Information on subcontracts or subgrants awarded by recipient to include data elements required to comply with the Federal Accountability and Transparency Act of 2006 (P.L. 109-282).
 - j. Performance Progress Report to include reporting on the following Training and Technical Assistance related jobs, training and activities, at a minimum:
 - 1) Jobs created at the state agency level
 - 2) Jobs created using state contractors
 - 3) Jobs retained at the state agency level
 - 4) Jobs retained with state contractors
 - 5) Jobs created at the local agency level
 - 6) Jobs created using local agency contractors
 - 7) Jobs retained at the local agency level
 - 8) Jobs retained with local agency contractors
 - 9) Hours trained at the state agency
 - 10) Hours trained at the local agency

- 11) Equipment units purchased that are \$5,000 or more.
- 12) Any other jobs information as required by DSS in the manner and form prescribed.

DOE may provide additional guidance regarding the calculation of jobs created.

DOE may provide additional guidance regarding the methodology for calculating energy savings.

Grantees also shall continue to report progress of subgrantees in meeting the Production Schedule included in the DOE approved State Plan.

Failure to comply with this reporting requirement may result in termination of that part of the award funded by the Recovery Act.

J. DAVIS BACON WAGE REPORTING:

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 Secretary of Labor. Thus Weatherization Assistance projects funded or assisted in whole or part by Recovery Act funds are now subject to Davis Bacon Act prevailing wages. To the extent applicable, the Contractor shall provide a weekly wage report in a format proscribed by the Department to document rates paid to its agency staff and to subcontractor laborers and mechanics pursuant to this contract comply with provisions of the Davis Bacon Act. Detailed and updated information about prevailing wages may be given to the Contractor by the Department from time to time but the Contractor is responsible for checking for updates through the Connecticut Department of Labor at <http://www.ctdol.state.ct.us> or <http://www.ctdol.state.ct.us/wgwkstnd/laws-regs/DBA-ARRA.htm>

K. FINANCIAL REPORTING:

1. The Contractor shall submit to the Department a monthly fiscal report for the five service areas and a separate consolidated fiscal report for all of the services statewide, which are both due by the twentieth of each month, succeeding the reporting period. All expenses pursuant to this contract must be incurred no later than **March 31, 2012**. The Contractor shall have up to an additional 30 days to submit a final financial report to the Department.
2. The Contractor shall submit such required financial reports to the Department's Program representative located at Department of Social Services, 25 Sigourney Street, Hartford, CT 06106.

L. DELINQUENT REPORTS:

The Department reserves the right to withhold payment for this contract if the Department has not received on a timely basis acceptable statistical and/or expenditure reports. In addition, the Department reserves the right to withhold payments in whole or in part if, in the Department's determination, the Contractor has failed to perform the scope of work contemplated under this agreement. In such cases the Department shall notify the Contractor of the intent to withhold payment and allow Contractor a period of thirty (30) days from the date of the notice to cure such defect in performance.

M. MISCELLANEOUS PROVISIONS:

1. **Audit Exceptions:** In addition to and not in any way in limitation of the obligation of the agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any State or Federal audit exceptions and shall return to the Department all payments made under the agreement to which exception has been taken or which have been disallowed because of such an exception.

2. **Severability:** If any provision of this contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this contract shall be enforced to the fullest extent permitted by law.

3. **Transport of Clients:** In the event that the Contractor or any of its employees or subcontractors shall, for any reason, transport a client of DSS, the Contractor hereby agrees to the following:
 - a. The contractor shall require that its employees, subcontracted transportation providers, drivers, and vehicles meet licensure or certification requirements established by the State of Connecticut Department of Transportation (DOT) and the State of Connecticut Department of Motor Vehicles (DMV) that transport, or have the potential to transport, clients.
 - b. All vehicles utilized shall be appropriately licensed, certified, permitted, and/or insured
 - c. All vehicles shall be in working condition, maintained properly and pass inspections.

N. . INDEPENDENT CAPACITY OF CONTRACTOR:

The Board of Trustees of Community-Technical College, its officers, employees, subcontractors, or any other agent of the Contractor in performance of this agreement will act in an independent capacity and not as officers or employees of the Department.

O. AGREEMENT MODIFICATIONS:

The parties recognize that the scope of work and subsequent budget line items reflect the best thinking in the context of resources available at the time of the writing of the contract. To meet the Department's mission as it evolves and to be able to respond to changing Federal and State requirements, the agreement may have to be amended during its life. Changes in the scope of work that are substantially within the intent of the contract, and changes of budget line items up to 15% (+ or -) may be accomplished by a letter of agreement approved by the Department's Contract Administrator and the Contractor. More substantive changes to the agreement not addressed elsewhere in the contract will require approval of the CT DSS Commissioner and the Contractor Program Director.

P. AWARD OF RELATED CONTRACTS:

The Department may undertake or award supplemental contracts for work related to this contract or any portion thereof. The Contractor shall be bound to cooperate fully with such other contractors and the Department in all such cases. All subcontractors will be required to abide by this provision as a condition of the contract between the subcontractor and prime Contractor.

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.
2. The Contractor agrees to utilize Department funds in accordance with the budget section as referenced herein. The Contractor shall submit for the Department's prior approval the use and amount of funding for each region. Additionally the Contractor and Department mutually shall set a rate schedule for the menu of courses offered and the total dollars to be expended per client. Approval must be received by the Contractor before funds are expended on clients.
3. Following the execution of this MOA and the submission of a completed transfer invoice to DSS from The Board, for the performance of the services and activities described in this agreement, DSS will make an initial /advance transfer up to \$375,000.00 . The Board shall receive a sum not to exceed \$1,500,000.00 for the contract period of July 1, 2009 through March 31, 2012 for Training and Technical Assistance expenditures. The source of funds to be transferred to The Board is DSS SID 29040 Project # 302. The fiscal contact at DSS is Michael Gilbert (860-424-5841) and the fiscal contact at The Board is Alessandra Lundberg (860-244-7645)

Services shall be provided statewide to serve the following regions: (a.) Bridgeport, Norwalk, Stamford area; (b.) Hartford, Bristol, New Britain area; (c.) New Haven, Derby area; (d.) Waterbury, Danbury, Meriden area; (e.) Danielson, Norwich area

4. Payments/transfers are contingent upon the Department's execution, the Department's receipt and approval of a payment requisition, and the Contractor's compliance with the terms and conditions of this contract.
5. Additional payments will be issued to the Contractor on a reimbursement basis of Program services completed by the Contractor and shall be subject to the Department's review and approval of the Monthly Weatherization Training Report's.
6. Prevailing wage rates shall be paid to persons providing weatherization services through this contract in compliance with the Davis-Bacon Act any applicable wage and labor standards of the State of Connecticut..
7. When the Department's review of any financial report or on-site examination of the Contractor's financial records indicate that under expenditure or under utilization of contract funds is likely to occur by the end of the contract year, the Department may, with advance notice to the Contractor, alter the payment schedule for the balance of the contract period.
8. The Department reserves the right to withhold payment under this contract if the Department had not received on a timely basis acceptable financial reports, program reports, refunds, and/or audits as required for any and all contracts the Contractor has entered into with the Department.
9. **Interest:** Any interest earned by the Contractor as a result of payments authorized by the Department shall be reported to the Department by the Contractor on the next Financial Report submitted after that interest income is earned. The Contractor agrees to follow the Department's direction as to the disposition of such interest income.

10. **Surplus/Excess Payments:** In the event the Department has advanced funds to the Contractor or overpaid the Contractor, the Contractor shall at the end of the contract period, or earlier if the contract is terminated, return to the Department in full any unexpended funds within 30 days.
11. All expenses pursuant to this contract must be incurred no later than March 31, 2012. Final reports shall be submitted by April 30, 2012 or as directed by DSS.
12. Unavailability of funds: In the unlikely event that the Department's ARRA funding is rescinded, revoked, or modified in any way, the Contractor will be notified promptly and payment will be rendered for costs incurred through the date of notification.

B. BUDGET VARIANCE:

1. Throughout the term of this contract and once a definitive budget has been agreed to, the Contractor agrees that the only revision that can be made to the Program Budget is the transfer of dollars from DSS as identified in Part I, of this contract. This notification must be submitted to the Department in a formal letter by the Contractor and requires the approval of the Department. In addition, the Contractor shall submit a Line Item Budget Revision to the Department for approval and adjust the contract Grant Budget Column on the 'Monthly Weatherization Training Report' as cited herein. No such line item revision shall increase or reduce the total maximum amount payable under this contract without a corresponding formal amendment to the contract, as described in Part II, of this contract.
2. The Department will respond to a properly executed request within 30 days of receipt.
3. No budget revisions proposed by the Contractor may be submitted later than 30 calendar days after the program has ended, except that the Department may entertain, at any time, a budget revision for the purpose of increasing funds solely for the audit of the Program. The final financial report shall show all category overruns. Costs incurred after the end of the budget period will be disallowed except where the Department has expressly approved in writing and in advance.

EXHIBIT A

Menu of Weatherization Program Training and Technical Assistance Courses and Services to be offered by the Connecticut Community & Technical Colleges through ARRA Weatherization Scholarship Program:

I. Weatherization, Energy Auditor and Inspector Training

The following training programs will be provided to students as a combination of classroom training and hands-on, laboratory/fieldwork training. These courses can be offered in Spanish as well as English.

a. Weatherization Training (Installer) 3 weeks

This training includes instruction in Health and Safety Measures, safe work practices and instruction in the theory, methods, techniques and tools for the installation of energy efficiency retrofits including the most commonly installed measures—attic insulation; sidewall insulation; airsealing/infiltration measures; basement/crawlspace ceiling insulation; pipe and duct insulation; storm windows and/or doors and primary windows and/or doors.

The following specific topics are included:

- Principles of energy
- Introduction to home construction basics
- Concepts of building science (“house as a system”)—how houses are influenced by zonal pressure differences, stack affect, wind affect, uncontrolled air infiltration and uncontrolled air exfiltration, minimal ventilation requirements and mechanical ventilation requirements; calculating common energy losses in homes
- Safe work practices—including US Dept of Energy regulations and EPA guidelines for asbestos, lead, mold and other health hazards; OSHA standards; ability to safely select and use Personal Protective equipment, using basic hand & power tools, assessing work area safety hazards, lead safety; identifying serious mold conditions; carbon monoxide and asbestos; using a basic first aid kit on the job
- Air Sealing—Using the blower door to find air leaks; air sealing methods and materials, demonstration and hands-on application of advanced air sealing & insulation techniques; insulation characteristics, types, installing and retrofitting; sealing attic and floor bypasses at penetration for plumbing, electrical wiring, flue vents, dropped soffits and balloon-framed walls; sealing bypasses in kneewalls and finished attics; sealing basement band joists; properly applying caulk and spray foam insulation; installing weather stripping on doors, window and attic hatches; installing door sweeps; sealing electrical outlets; cutting glass, replacing window panes and applying glazing compound; repairing plaster and sheetrock; determining minimum ventilation requirements, combustion measurements, potential for back drafting; modifying or installing mechanical ventilation to ensure acceptable indoor air quality for post-air sealing conditions.
- Duct Sealing—repairing or modifying duct systems as specified in a work order, sealing duct connections properly
- Insulation—different types of insulation, determining R-values and U-Values; installing blown and batt attic insulation; accessing closed wall cavities and installing dense-packed or loose-fill cellulose wall insulation including removing and replacing siding; installing blown insulation and batt insulation in a floor; installing water heater installation blankets; installing insulation on ducts, hydronic distribution pipes and domestic hot water pipes; safely operating and maintaining blowing machines and generators
- Base-load Measures—replacing incandescent bulbs with compact fluorescents while maintaining or improving lighting levels; installing low-flow showerheads and faucet aerators.
- Heating & Cooling Basics, combustion safety & efficiency
- Infrared camera basics—set up and operation, image downloading and report generation from the IR camera; using the IR camera with blower door technology to determine air leakage

b. Energy Auditor /Building Analyst Training

Participants must have a background in the construction/weatherization field {minimum 12 months, verified employment} or have completed the weatherization installer training and have worked for 12 months as an installer. **8 days**

This course is designed as four days of classroom training and four days of fieldwork/hands-on training. Participants will learn home energy auditing techniques and apply them in lab exercises. Concepts of building science, infiltration theory, approved retrofit lists and codes will be used to explore building energy savings and potential payback. They will learn to identify and understand building performance problems including ice dams, mold and mildew and indoor air quality issues. Participants will analyze buildings using Blower Door technology and other diagnostic equipment. They will assess building tightness, mechanical and distribution systems and combustion safety and analysis for a "whole house" performance-based approach. Practical applications will include blower door guided air leakage tests, energy bill analysis, IR camera use in auditing, heat systems testing and analysis, health and safety checks, material estimating, measuring and working with field data collection forms. The course includes the following:

- Degree day theory
- Fundamentals of building science and residential construction
- Heat Transfer
- Moisture Control
- Insulation
- Air Leakage, Caulking and Weather stripping
- Heating System Details
- Water Heating & Base load
- Heat Pumps
- Diagnostic Procedures
- Optional written and field exam for BPI certification (course conducted by BPI certified instructors)

c. Inspector Training (Participants must be certified Building Analysts or have taken the Building Analyst Training program and worked as Building Analysts for a minimum of one year.) **4 days**

This four-day Quality Control Inspection Training Class will incorporate quality control measures to ensure that a house has been properly air sealed, weatherized and meets the minimum ventilation requirements per local code. The students will be able to make these determinations based upon blower door measurements. Upon inspection of a home the students will be able to verify if the vapor barrier, pressure barrier and the thermal barrier are installed properly and aligned correctly with one another. Students will learn to determine if proper building materials were used; installed according to the manufacturers' recommendations; and if local building codes and contractual requirements were met.

Training programs will be provided to students as a combination of classroom training and hands-on, laboratory/fieldwork training. The classroom/laboratory portions of the training will be delivered at the Connecticut Technical High Schools, with appropriate equipment purchased to train students in appropriate weatherization techniques. This equipment will be shared with the CTHSS to train students during school hours in addition to those individuals trained through the contract with DSS. We will utilize a Train-the-Trainer model to build capacity within the CCCS and the CTHSS. Both high school and college faculty will be trained to present the curricula described above. An evening coordinator will work within the CTHSS system to coordinate these efforts along with a coordinator from the CCCS.

EXHIBIT A (Continued)

II. Optional Courses (one-day unless otherwise specified)

a. ESL Communication

This is a 15-hour course that can be leveled for various levels of English proficiency. It is an intensive conversation course with grammar integrated. Lots of oral and listening comprehension exercises and vocabulary development are emphasized in this class. It is intended for those who consider English to be a second language.

b. Spanish for the Workplace

The objective of this course is to present realistic situations and specialized vocabulary that workplace professionals need to communicate with Spanish speaking employees, clients and co-workers. Personalized questions, basic Spanish grammar exercises, role-plays, and reality-based activities will provide you with opportunities to practice the basics of Spanish. Topics to be covered:

- Introduction to Spanish sounds and the alphabet
- Greetings and farewells
- Asking for information and other polite requests
- Numbers, dates, days of the week and months of the year and time
- Critical verbs
- Cross-cultural communication including do's and taboos

c. Grammar & Punctuation - I (Introduction)

This course will cover the fine art of using language properly and making sure that all letters, memos, and other presentations are punctuated properly. Learn about the correct use of punctuation and how the meanings of words may be changed by the punctuation.

d. Communication: Better Work Relationships

The first step in building better work relationships is to become aware of the differences among people and to be willing to accept these differences as a positive force within an organization. This class will prepare students to create better work relationships by becoming "conscious communicators." They will return to work better able to build constructive and beneficial work relationships. The course will include the following:

- Build better rapport and gain the trust of colleagues
- Discover the basic competencies critical to solid work relationships.
- Develop flexibility in actions, thoughts and feelings to better handle any situation
- Avoid mistakes and conflicts that may result from misinterpreting others or ineffective listening
- Learn how to use direct and indirect messages accurately
- Identify strengths, weaknesses and opportunities in work relationships
- Understand emotions and how they translate into emotional intelligence
- Master the keys to excellent communication: observe, listen, analyze, plan, and communicate.

e. Developing Critical Listening Skills

Hearing and listening are two different things. Leaders, teammates, employees and co-workers will benefit from improving their listening skills. Listening skills are vital for leaders and co-workers. This workshop will cover listening with intent, empathy and non-bias and will demonstrate the impact strong listening skills have on your productivity and communication skills. Participants in this workshop will learn:

- active listening skills with a focus on content
- listening skills for managing business
- to practice techniques for effective listening

- to recognize the signs of a poor listener

f. Math

Refresher

This one-day refresher is for participants who need to brush up on their math skills. Students will practice fractions, decimals and percentages to gain confidence in everyday math.

g. Shop Math

Nearly every shop activity requires some math. This two-day math refresher will review the fundamentals and the practical workplace applications of common fractions, decimals, percentages, and averages. The metric system and millimeter/inch conversion of blueprint dimensions will also be covered.

h. Computer

Basics

Plus

Computer Basics Plus is a comprehensive introduction to the Windows operating system, file and folder management, typing and keyboarding skills, Microsoft Word 2007, Internet and Email. This is a great course for someone unfamiliar with computers or who is self taught, and would like to greatly improve their skills. The objective of this two-day course is to make students more confident using today's technology.

i. Word

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I

(Introduction)

Create documents using Microsoft Word . Learn how to create, edit, format, review, and print documents such as letters and memos and how to apply basic page, paragraph, header, footer, and character formatting functions. Insert tabs, indents, borders, and styles. Use spell check, tables, and learn to insert graphics.

j. Excel

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(Introduction)

Develop the basic skills required to create and use a spreadsheet with Microsoft Excel. Learn to enter and edit data; create formulas; format elements of a worksheet; and insert charts. Topics include working with cells, rows and columns; moving and copying data; formulas; functions; formatting charts; and printing.