

**FISCAL YEAR 2011 - 2012**  
**COST REIMBURSEMENT CONTRACT**  
**BY AND BETWEEN**  
**CAPITAL WORKFORCE PARTNERS, INC.**  
**AND**

**Contract Amount: \$**

**Contract No.:**

**Contract Term:      JULY 1, 2011 TO JUNE 30, 2012**

**Modification No.:**

***INFORMATION ONLY***

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THIS COST REIMBURSEMENT CONTRACT (“Contract”) is made by and between CAPITAL WORKFORCE PARTNERS, INC., a Connecticut non-stock corporation, having an office at One Union Place, Hartford, Connecticut 06103 (“CWP”) and CONTRACTOR a XXX entity, having an office at XXX, herein after referred to as (“Contractor”).

Whereas, CWP would like Contractor to provide workforce development programming to youth and adults in the North Central Workforce Region of Connecticut; and

Whereas, Contractor is agreeable to providing such services, which shall be hereinafter referred to as “Services”.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. GENERAL CONTRACT CONDITIONS

1. EFFECTIVE DATE: This Contract shall become effective as of the date of signature by CWP’s duly authorized representative. Upon such execution, this Contract shall be deemed effective for the entire term specified in the contract cover sheet, attached hereto and being a material element of this Contract.
2. RENEWAL: CWP shall have the sole option, exclusive of the Contractor and in its sole discretion, to request an annual renewal of the Contract for two (2) additional one-year terms, which request shall be effectuated by giving written notice to the Contractor within sixty (60) days of the Contract termination date. Notwithstanding the foregoing, the parties must mutually agree to any proposed renewal term.
3. LIMITATIONS ON ELIGIBLE AND REIMBURSABLE COSTS
  - (a) It is expressly understood and agreed that in no event will the total amount to be paid to the Contractor under this contract exceed the estimated cost set forth in the specific terms of this contract without the express consent of CWP.
  - (b) The Contractor shall conform its expenditures to the line item categories set forth in the approved budget, and as to each line item shall expend no more than 20%, with the exception of staff salaries and employee benefits, of the amount set forth in said line item categories, except upon the written consent of CWP.
  - (c) Such funds will be made available by CWP to the Contractor on a reimbursable basis, for eligible costs, which are defined as being those costs that are necessary and reasonable for the proper administration and performance of services to be provided under this Contract. Notwithstanding the foregoing, CWP may determine, in certain circumstances and in its sole discretion, to advance funds to the Contractor for eligible costs.
  - (d) The Contractor expressly understands that only those expenditures which are determined to be allowable and eligible costs will be reimbursed to the Contractor upon satisfactory submission of requests for reimbursement. This provision shall not be construed to limit

the prerogative of the Contractor to contract with other parties and subcontractors in accordance with paragraph 18.

4. TERMINATION: CWP reserves the right to terminate this Contract, with or without cause, at any time upon thirty (30) days' prior written notice. If the Contract is terminated by CWP, the Contractor will be paid an amount equal to the allowable costs actually incurred under the Contract to the date of termination, less any payments previously made.

5. AUDIT AND RECORDS

(a) The Contractor shall maintain books, records, documents, program and individual service records, payroll records, time records, invoices, contracts, vouchers and other evidence of its accounting, payroll and billing procedures and practices, including all program participant records, which sufficiently reflect all direct and indirect costs of any nature in the performance of this Contract, for a period of seven (7) years following the date of submission of the final expenditure report for that funding period. Such records shall be retained beyond seven years if any litigation or audit is begun, or if a claim is instituted involving this Contract which necessitates such extension.

(b) The Contractor agrees to provide CWP access to any books, documents, papers, and records (including computer records) of the Contractor or any subcontractors which are related to expenditures made pursuant to this Contract, including the production of any copies, transcripts and photocopies, in order to conduct audits and examinations. Contractor agrees that its employees shall cooperate in any audit, investigation or request for such information.

(c) The Contractor shall comply with all audit requirements promulgated by state and federal grant sources to which CWP must comply, including but not limited to the Federal Single Audit Act Amendments of 1996 (Public Law 104-156), Office of Management and Budget Circular A-133, and applicable State of Connecticut Department of Labor audit policies and procedures.

(d) Upon request, the Contractor shall, at its own expense, provide for an audit acceptable to the Connecticut DOL in accordance with the provisions of Section 7-396a of the Connecticut General Statutes.

(e) Contractor agrees to require all subcontractors retained pursuant to this Contract to grant the Connecticut DOL access, until the expiration of any applicable record retention period, to any and all pertinent books, documents, papers and records of such subcontractor which are related to this Contract.

6. RECORD RETENTION

(a) The Contractor will create and maintain files containing records to accurately account for all direct and indirect costs associated with this Contract, including purchases of personal property and equipment, as well as records for all participants in the programs funded by this Contract.

All records will be clearly identifiable and readily accessible. They will be retained by the Contractor for a period of (7) seven years from the date of final close-out of this Contract or until all audits are complete and findings on all claims have been resolved, whichever is later. Records of non-expendable property will also be retained for seven years after the final disposition of the property. If the Contractor is unable to retain the necessary records for the required period, the Contractor will transfer such records to CWP. Such records will be transferred to CWP in an orderly manner with documents properly labeled and filed, and in acceptable condition for storage.

- (b) All Contractors maintaining a principal place of business outside the State of Connecticut or any Contractor who is not scheduled to receive any further funding from CWP will forward all program participant and financial records relating to this Contract to CWP within 90 days following the Contract termination date.

- 7. FORCE MAJEURE: In any case where either party hereto is required to do any act, or where the legal relations between the parties hereto depend upon the passage of a period of time, the time of performance thereof or such period of time shall be extended by a period equal to any delay caused by or resulting from an act of God, war, civil commotion, fire or other casualty, and other causes beyond such party's reasonable control with such time being designated by a fixed date, a fixed time or a reasonable time.

## 8. DISPUTE RESOLUTION

In the event of any dispute between the parties to this Contract, either party shall be entitled to invoke and utilize CWP's formal Complaint Resolution Process by submitting a written request to CWP's Chief Executive Officer. The parties shall adhere to the Complaint Resolution Process in order to expeditiously resolve any disputes or problems arising while this Agreement is in effect. Each party shall designate one individual who will attempt to resolve the problem.

Nothing contained in this Section 8 shall prohibit either party from seeking equitable relief without resorting to the dispute resolution process under such circumstances as that party reasonably believes that its interests hereunder and in its property may be compromised absent an immediate judicial determination.

In the event of a breach or threatened breach by the Contractor of any of the provisions of this Contract, CWP, in addition to any other remedies available to it under law, shall be entitled to all equitable remedies including an injunction restraining the Contractor from the performance of acts which constitute a breach of this Contract, and the Contractor agrees not to raise adequacy of legal remedies as a defense thereof.

In the event of a breach of the terms of this Contract by either party, the party found in breach of the Contract shall pay the costs incurred, including a reasonable attorney's fee, by the non-breaching party in defending or prosecuting their rights under this Contract.

## 9. CONFIDENTIAL INFORMATION

- (a) **Confidential Information and Material Defined.** As used in this Contract, the term “Confidential Information” and “Confidential Material” generally means all non-public, proprietary tangible or intangible information or material owned by or under the dominion and control of CWP, such as any information regarding applicants and participants in CWP programs which information may be obtained through application forms, interviews, tests, CT Works Business System (CTWBS), reports from public agencies or counselors, or in which CWP has any right of ownership, for example, as lessee or licensee, including, but not limited to, the terms of this Contract.
- (b) **Treatment of Confidential Information and Material.** The parties agree that Confidential Information and Material shall be treated as follows:
- (i) Contractor shall use Confidential Information and Material only for the purpose of its relationship with CWP as stated herein and for no other purposes;
  - (ii) Contractor will not disclose, divulge, or transfer, either directly or indirectly, the Confidential Information and Material to any third party without the written consent of CWP;
  - (iii) Contractor will maintain the confidentiality of the Confidential Information and Material by using the same degree of care (which shall be no less than reasonable care) as Contractor uses to protect his own confidential information of a similar nature, and will not disseminate it to any other individual or entity whatsoever;
  - (iv) All Confidential Information and Material shall remain the exclusive property of CWP, and Contractor will do nothing to compromise or diminish the rights of CWP in any Confidential Information or Material. Without limiting the generality of the foregoing, Contractor will not attempt to transfer or encumber any Confidential Information or Material. At the conclusion of the relationship between the parties, or upon CWP’s request, Contractor will:
    - a. return the Confidential Information and Material to CWP, or at CWP’s option, Contractor will destroy such Confidential Information and Material and promptly send to CWP written certification of such destruction; and
    - b. destroy any notes, memoranda or other documents concerning the Confidential Information and Material and promptly send to CWP written certification of such destruction.
- (c) **Limitations on Contractor’s Obligation.** In the event that Contractor or its representative(s) become legally compelled to disclose any of the Confidential Information or Material, Contractor shall provide CWP with prompt written notice of such requirements so that CWP may seek a protective order or other appropriate remedy or waive compliance with the terms of this Contract.

10. **PROCUREMENT OF PROPERTY**

- (a) The Contractor shall identify property requirements necessary for the performance of this Contract, and shall allocate sufficient funds for the procurement of such property in its initial budget.
- (b) The following sections cover all matters related to the acquisition, maintenance, reporting, control and disposition of State or CWP property in the possession of the Contractor, and the Contractor agrees to abide by the provisions therein.
- (c) Further detail regarding the provisions below is available through the CWP Facilities Director who will ensure the Contractor's property system is in compliance with State and Federal regulations. Compliance by the Contractor with the instructions so provided will be assessed and monitored by the CWP.

I. Definitions: The following definitions will be used in this section:

Personal Property: Property of any kind except real property. It may be tangible or intangible, such as copyrights or patents.

Expendable Property: Tangible personal property such as desktop supplies and all other supplies not having a useful life of more than one year.

Non-Expendable Property: Tangible personal property having a useful life of more than one year and having a unit acquisition cost of \$25.00 or more.

Real Property: Any and all interests, including leaseholds, in real property, land, improvements, structures and appurtenances thereto, exclusive of movable equipment and trade fixtures.

II. Property Acquisition: The Contractor will purchase only items necessary for the performance of this Contract. Alternative methods of acquisition such as lease and purchase arrangements must be analyzed by the Contractor in order to obtain the least costly procurement. When acquiring property, the following guidelines shall be adhered to:

A. The Contractor may use contract funds to purchase expendable property without the specific approval of the CWP when the property to be purchased is listed in the budget proposal and is included as part of the approved contract. However, the Contractor shall obtain competitive vendor quotations before awarding purchase orders for such property. All purchase orders will be awarded to the vendor whose quotation is the most practical and least costly.

B. The Contractor will not use contract funds to purchase, lease or rent any non-expendable property or motor vehicles having a cost of \$5,000.00 or more without the prior written approval of the CWP. Requests for such written approval must include (1) the types of equipment required, (2) the number of items of each type needed, (3) the period for which the equipment is to be used, (4) the planned use for the equipment, and (5) the ultimate location of the equipment. If prior written approval is obtained, the Contractor will notify the CWP when the non-

expendable property has been received and the CWP will tag the property accordingly. The Contractor will then ensure all property is maintained and will structure the property control system to ensure adequate safeguards to prevent loss, damage or theft of the property.

C. The Contractor will not use contract funds to purchase, lease or rent any real property, or to make renovations or office structural improvements without the prior written approval of the CWP. The purchase of real property requires prior written approval of the Federal Department of Labor.

D. The Contractor will not use contract funds to acquire professional services including, but not limited to, management studies, data processing services and consultant services without the specific, prior written approval of the CWP.

E. All property acquired with contract funds or furnished by the State or the CWP will be used only for Contractor-related performance activities. The Contractor is accountable for all property until relieved of that responsibility by the CWP.

F. All property other than partially or entirely used expendable property acquired with contract funds or furnished by the State or the CWP will be returned to the CWP upon termination of the contract in the same condition as delivered to or purchased by the Contractor, reasonable wear and tear excepted. The CWP may, at its option, assign its rights in any property to the Contractor for disposal or for other purposes acceptable to the CWP, and such property will then not be returned to the CWP.

- III. Record keeping for Procurement/Property: the Contractor will maintain Records of all procurements in an active file for seven years. However, records, which have resulted in questioned costs due to audits, must be retained by the Contractor until such time that audit questions have been resolved. These files will consist of all transactions, receipts, bids, invoices, repairs, inspections, transfers, quotations, dispositions and related documents. The Contractor will maintain records of non-expendable property in an active file until the property is returned to the CWP.
- IV. Title: Legal title of all personal, non-personal and real property supplied by the State of Connecticut or acquired with contract funds, either by direct purchase or lease/rental agreements with purchase options, will be with the State of Connecticut except where the Federal Government retains title. Legal title of all personal, non-personal and real property supplied from the CWP's excess inventory will remain vested with the CWP.
- V. Inventory: The Contractor will maintain a property inventory indexed by description, model, serial number and location in such manner and form and at such time as prescribed by the CWP. At the time of termination or expiration of this contract, the Contractor will furnish the CWP with a final inventory. This inventory will include all property acquired through funds provided by this contract. Additional services may be required at the discretion of the Contractor. The Contractor also agrees to conduct a bi-annual physical inventory.

- VI. Relief from Accountability: Property unserviceable, lost, stolen or destroyed through fire or other means will be immediately reported to the CWP. In cases of a fire or theft, a report from the fire department or police department (whichever is applicable) must be submitted to the CWP immediately. The final disposition of such property will be determined by the CWP.
11. ASSIGNABILITY: The Contractor is prohibited from assigning or transferring any interest in this Contract without the prior written consent of CWP.
12. DUPLICATE FUNDING: The Contractor is obligated to notify CWP if it is awarded any other federal, state or locally funded contracts or grants, including PELL grants, which would fund the same allowable costs as those being funded by this Contract. In the event of such duplicate funding, CWP shall be entitled to reduce certain budgetary or staff allocations in the Contract, as delineated in Schedules C and D attached hereto, or increase the deliverable performance requirements of this Contract. Contractor costs or earnings allocated pursuant to this Contract may not be allocated pursuant to any other contract or grant funding.
13. PROGRAM INCOME: If the Contractor is legally organized as either a public or private non-profit organization and generates earnings in excess of expenditures for the program which this Contract is funding, any excess earnings will be treated as program income and must be either utilized to enhance program activities and services or remitted to CWP. The Contractor must receive advance written approval from CWP before expending program income for enhancements.
14. REFUNDS: The Contractor agrees that any refund, rebates or credits generated from program operations funded by this Contractor shall be remitted to CWP to the extent that such refunds, rebates or credits of any nature are properly allocable to identified program costs which are being reimbursed to the Contractor pursuant to this Contract.
15. PERFORMANCE MEASURES AND PENALTIES
- (a) The Contractor acknowledges there are required outcome performance indicators of the Contract, which are delineated in the Schedules attached hereto, and is obligated to accomplish these performance measures in order to satisfy the terms and conditions of this Contract.
- (b) If the Contractor violates or breaches any of the Contract terms and conditions, or fails to achieve the required performance measures, the following actions may be employed by CWP in its sole discretion:
- (i) Temporarily withhold cash payments pending correction of the deficiency by the Contractor;
- (ii) Disallow (deny both use of funds and matching credit) all or part of the cost of the program activity or action which is not in compliance;

(iii) Wholly or partly suspend or terminate the current Contract award for the Contractor's program;

(iv) Withhold further awards for the program.

16. PROGRAM REPORTS

- (a) The Contractor shall prepare and submit all programmatic and financial reporting required by CWP during the performance of this Contract and through all termination and close-out procedures. The Contractor's failure to produce required monthly reporting on a timely basis shall be cause for CWP to withhold any and all reimbursement payments.
- (b) Within 45 (forty-five) days following the completion of this Contract, the Contractor will submit all financial and programmatic reports required by CWP. The Contractor shall account for all non-expendable property acquired with Contract funds, as well as any non-expended costs, which shall be remitted to CWP. In the event a financial and compliance audit has not been performed prior to the closeout of this Contract, CWP shall be entitled to recover an appropriate amount which reflects these unexpended costs after a review of any undetermined costs and other claims outstanding.
- (c) The Contractor agrees to participate in the development and implementation of internal monitoring and evaluation procedures in order to achieve all reporting requirements.

17. AMENDMENTS AND MODIFICATIONS

- (a) Although not anticipated, CWP reserves the right to modify the terms and conditions of this Contract if it determines, in its sole discretion that such modifications are in the best interest of CWP. Such reasons for modification shall include, but not be limited to, the following:
  - (i) Changes to The Workforce Investment Act, TANF legislation or to any other local, state or federal laws, regulations, rules, policies or grant terms which are applicable to the terms and conditions of this Contract.
  - (ii) Changes to CWP policies and procedures as they may relate to the operation or funding of the programs effectuated by this Contract.
- (b) Any modification effectuated pursuant to paragraph (a) above may change any or all of the following:
  - (i) Project funding
  - (ii) Project performance measures
  - (iii) Project duration
  - (iv) Project narrative / attachments
- (c) The Contractor may request a modification to this Contract. If such a request is made, the Contractor must demonstrate to the satisfaction of CWP that a modification is

reasonable and in the best interests of CWP. All modifications to this Contract must be approved in writing by CWP.

18. SUBCONTRACTING: None of the Services contemplated to be performed pursuant to this Contract shall be performed by a subcontractor or entity other than the Contractor without the express written consent of CWP. The Contractor shall be fully responsible to CWP for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by the Contractor or any of its Subcontractors. The Contractor shall insure that any and all subcontractors agree to be bound by and comply with all of the terms and conditions of this Contract.

19. CLOSE-OUT

- (a) At the termination of the Contract, the Contractor will provide CWP with:
  - (i) A closeout financial statement
  - (ii) A closeout monitoring report
- (b) Upon receipt of the closeout reports or as CWP deems necessary, CWP may audit the project records and/or funds.

20. INDEMNIFICATION

(a) Contractor hereby agrees to forever defend, indemnify, and hold harmless CWP as well as their respective directors, officers, agents and employees from and against any and all claims, debts, losses, liabilities, demands, obligations, costs, expenses, fines, penalties, actions and causes of action, judgment for damages, alleged claims or litigation arising out of, resulting from or in connection with the Services rendered under this Contract, any breach of this Contract, misconduct, error, omission, or other unauthorized act by Contractor, its respective employees, agents, or subcontractors in connection with this Contract and the Services to be provided. This indemnification agreement shall include, without limitation, actual attorney's fees and expert witness fees incurred and court costs, as well as other damages herein described.

(b) If any event occurs for which indemnification to CWP is provided in this Section 20, Contractor shall provide CWP with written notice of the event as soon as possible, but in no event later than thirty (30) days after the earlier of (i) the time Contractor has actual knowledge of the occurrence of such event, or (ii) the time Contractor receives notice that an action has been filed in court, or action has been taken by any administrative agency, alleging the occurrence of an event that entitles CWP to indemnification by Contractor. Contractor will be entitled to participate in the action or proceeding, and, after written notice from CWP, to assume the defense of the action or proceeding with mutually acceptable counsel, or, with CWP's consent, compromise or settle the action or proceeding, at its expense. Notwithstanding CWP's election to assume the defense of the action or proceeding, Contractor shall have the right to employ separate counsel and to participate in the defense of the action or proceeding at its own expense. Contractor shall not settle any claim, action, suit or proceeding or threat thereof without the prior written approval of CWP, which consent shall not be unreasonably withheld, where the settlement would require payment of funds by CWP or admit or attribute to CWP any fault or misconduct.

The obligations under this Section 20 shall survive the expiration or termination of this Contract.

21. CONTRACTOR'S INSURANCE

(a) The Contractor shall furnish and maintain the following insurance coverage as described below in this section 21. Insurance shall remain in full force and effect for the duration of the Contract term including any and all extensions. All renewal certificates shall be furnished at least thirty days prior to policy expiration. Failure to maintain insurance coverage as required and to name CWP as an Additional Insured will be grounds for termination of this Contract. All policies shall be written on an occurrence basis. The Procurement Officer for CWP shall review any and all exceptions. The interest of CWP shall be included in all insurance policies required herein (except for Worker's Compensation coverage) as an Additional Insured, and shall include but not be limited to investigation, defense and settlement or payment of judgments. Companies of recognized standing, qualified to engage in the insurance business in the State of Connecticut must underwrite all such insurance policies. All such insurance policies shall and must contain an agreement by the insurer that it will not cancel or affect any material change in such policy except upon thirty (30) days' prior written notice to each party.

(i) Comprehensive General Liability, including Contractual Liability, Products/Completed Operations Insurance, as applicable, with limits not less than \$250,000 for all damages sustained on account of bodily injury as the result of any occurrence and \$500,000 bodily injury aggregate per policy year and limits of \$250,000 for all property damage aggregate per policy year or a combined single limit (CSL) of \$500,000. All, if any, deductibles are the sole responsibility of the Contractor to pay and or indemnify CWP.

(ii) Automobile Liability Insurance including non-owned and hired vehicles in the same limits indicated in Section 21(a)(i) above.

(iii) Workers Compensation Insurance at the Connecticut statutory limit including Employers' Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit and \$100,000 for disease for each employee.

(b) The Contractor will purchase an Employee Fidelity Bond covering every officer, director, agent, Subcontractor or employee authorized by the Contractor to receive or deposit Workforce Investment Act funds into program accounts or issue financial statements, checks or other instruments of payment for program costs. The bond will be in the amount of \$100,000 or the highest planned single payment by CWP during the Contract period, whichever is less. The bond will be effective prior to any Contract payment and until such time as the Contract is terminated. The Contractor will provide CWP with a copy of the bond upon request and will immediately notify CWP if the bond is canceled or reduced.

(c) The Contractor shall require that each Subcontractor maintain the same insurance coverage that the Contractor is required to maintain, including similar policy limits. The Contractor shall also obtain Certificates of Insurance before Subcontractors and any independent contractors are permitted to commence work.

- (d) The Contractor and all Subcontractors and independent contractors and their insurers shall waive all rights of subrogation against CWP, their respective officers, agents, servants, and employees.

22. RELATIONSHIP BETWEEN THE PARTIES

- (a) It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of CWP for purposes of any federal, state or local income, employment or other taxes (collectively, "Employment Taxes"), and for all other purposes, including, but not limited to, for purposes of participation in and eligibility for benefits under any employee benefit or compensation plan, program or arrangement offered by CWP (collectively, "CWP Benefits"). Contractor warrants and represents that it has complied, is in compliance with, and covenants that during the term of this Contract, Contractor will comply with all laws, rules and regulations required by appropriate government authorities of independent contractors.
- (b) Contractor represents and warrants that each and every person who performs services which are to be reimbursed through this Contract shall either be an employee of Contractor and not of CWP or a Subcontractor with a direct contractual relationship with Contractor and not with CWP for purposes of any Employment Taxes, and for all other purposes, including, but not limited to, for purposes of participation in and eligibility for CWP Benefits. Contractor covenants and agrees to inform all Contractor employees and/or Subcontractors that no employment relationship between themselves and CWP exists, is intended or should be construed, and that no CWP Benefits will be provided by CWP.

23. COMPLIANCE WITH LEGAL REQUIREMENTS

- (a) Contractor represents, warrants and covenants that during the course of this Contract, Contractor will maintain at Contractor's expense all of the necessary certification and documentation as well as all necessary insurance for its employees, including but not limited to workers' compensation, disability, and unemployment insurance. Contractor represents, warrants and covenants that with respect to Subcontractors, Contractor has a written agreement with each and every Subcontractor which specifically provides that the Subcontractor shall not be entitled to any benefits or payments from CWP, and that each and every Subcontractor shall maintain current Employment Eligibility Verification and other necessary certification and documentation and insurance for all its employees. Contractor will be solely responsible for the withholding and payment, if any, of Employment Taxes, all benefits and Workers' Compensation Insurance. Contractor agrees to indemnify and hold harmless CWP (i) from any and all loss, costs, damages, Employment Taxes, penalties, interest, expenses or liabilities (including attorneys' fees to enforce this indemnity), arising as a result of the breach by Contractor of the provisions of Section 23 above and this Section 24 and all subsections thereto, and (ii) from and against all claims, debts, losses, damages, obligations, liabilities, liens, causes of action, judgments, settlements, costs and expenses (including attorney fees to enforce this indemnity), including but not limited to any and all claims asserted by the Subcontractors of Contractor against CWP for CWP Benefits and labor practices including any claims for discrimination, harassment, wages, benefits, retaliation, wrongful termination, or any

other employment and/or labor related claim whatsoever, to the extent that such claims arise from, are related to, or are connected with the working conditions or the work or services they perform for the programs effectuated by this Contract.

- (b) Upon CWP's request, Contractor shall provide CWP proof in a form reasonably requested by CWP that as an employer of its employees assigned to provide Services hereunder, Contractor has complied with all laws, rules, and regulations applicable to an employer, including appropriate withholding of taxes and filings and payments for all insurance, including but not limited to, Employment Taxes, workers' compensation, disability and unemployment insurance for Contractor and Contractor's employees and Subcontractor(s).
  
- 24. SEVERABILITY OF PROVISIONS: If any provision or provisions of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or be impaired thereby.
  
- 25. PARTICIPANT ACTIVITIES DOCUMENTATION: The Contractor shall verify any and all participant activities in training, education or employment and maintain such documentation in the participant's file and/or on the CT Works Business System (CTWBS).
  
- 26. REMEDIES: Any and all remedies provided in this Contract shall not be exclusive, but shall be cumulative and are in addition to any and all other remedies available to the parties by law.
  
- 27. PROCUREMENT
  - (a) Contractor, in accordance with the requirements established in this section, shall prescribe and implement procurement standards to ensure fiscal accountability and prevent waste, fraud, and abuse in the programs it administers.
  
  - (b) Contractor shall conduct procurements in a manner which provide full and open competition. Some situations considered to be restrictive of competition include, but are not limited to, the following:
    - (i) Placing unreasonable requirements on firms or organizations in order to qualify to do business;
  
    - (ii) Requiring unnecessary experience and excessive bonding;
  
    - (iii) Noncompetitive pricing practices between firms or organizations or between affiliated companies or organizations;
  
    - (iv) Noncompetitive awards to consultants with retainer contracts;
  
    - (v) Organizational conflicts of interest;

- (vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement;
  - (vii) Overly restrictive specifications; and
  - (viii) Any arbitrary action in the procurement process.
- (c) Contractor shall have written procedures for procurement transactions. These procedures shall ensure that all solicitations:
- (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured (including quantities). Such description shall not, in competitive procurements, contain features which unduly restrict competition; and
  - (ii) Identify all requirements which bidders must fulfill, as well as all other factors to be used in evaluating bids or proposals.
- (d) Contractor shall ensure that all pre-qualified lists of persons, firms, or other organizations, which are used in acquiring goods and services, are current and include sufficient numbers of qualified sources to ensure maximum open and free competition.
- (e) All contracts awarded to a Subcontractor must be reviewed by CWP for compliance with federal and state legislative and statutory requirements.
- (f) All contracts awarded by a Contractor, including those for small purchases, shall contain the following provisions, as applicable:

**1. Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts

Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**5. Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**6. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**8. Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

- (g) Contracts in excess of the small purchase threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.
- (h) All contracts in excess of the small purchase threshold shall contain suitable provisions for termination by the Contractor, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Contractor.
- (i) All negotiated contracts (except those for less than the small purchase threshold) awarded by Contractors shall include a provision to the effect that the Contractor, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

28. MISCELLANEOUS

- (a) This Contract sets forth the entire understanding of the parties with respect to the matters herein, and it may not be changed except by a written document signed by all the parties hereto. Neither party shall be bound by any terms, conditions, statements, or representations oral or written, not herein contained.
- (b) This Contract, in all respects, shall be construed and enforced under the laws of the State of Connecticut.
- (c) Each and every provision of this Contract shall be specifically enforceable.
- (d) No waiver of any default or breach shall be a continuing waiver of such or any other breach or default.
- (e) Each party acknowledges that in executing this Contract, the party has not been induced, persuaded or motivated by any promise or representation made by the other party, unless expressly set forth herein. All previous negotiations, statements and preliminary instruments by the parties or their representatives are merged in this instrument.
- (f) All attachments, provisions, assurances and certifications, statutes, rules, regulations, or conditions referred to in this Contract and any amendment or modifications thereof, and

all attachments and modifications hereafter mutually agreed upon by all the parties or otherwise made effective as provided therein, are incorporated herein as set forth in this Contract. The RFP provided by CWP as well as the Contractor's response thereto is hereby made a part of this Contract.

29. ASSURANCES

(a) The Contractor will comply with all regulations and policies of CWP and the Connecticut Department of Labor, as applicable to this contract.

(b) Contractor hereby assures and certifies that:

(i) Legal Authority: The Contractor possesses the legal authority to apply for this Contract.

(ii) Political Activity: Program participants and funds provided pursuant to this Contract shall not be used for any political activity; including: (1) lobbying (2) efforts to further the election or defeat of any candidate for public office (3) transportation to the polls or similar assistance in connection with any election, or (4) any voter registration activity. In addition the Contractor further agrees to the limitations 5 USC 1502 and 18 USC 595.

(iii) Debarment: Contractor hereby certifies that neither it nor any of its Subcontractors are currently debarred, suspended, ineligible or voluntarily excluded from certain transactions as such terms are defined under federal law.

(iv) Conflict of Interest: The Contractor, its employees, and immediate family members of the aforementioned shall comply with the requirements of the Connecticut Department of Labor conflict of interest policies, and shall not engage in any CWP Board activity relating to the participation, selection, award or administration of this Contract.

(v) Conditions of Training: Conditions of employment and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region and proficiency of the participant.

(vi) Health and Safety: The Contractor possesses, and will maintain, adequate safeguards to ensure that the working conditions of participants comply with the Occupational Safety and Health Act of 1970, as amended and all applicable State statutes and regulations pertaining thereto.

(vii) Retirement Plan Fees/Contributions: No funds provided pursuant to this Contract will be used for contributions on behalf of any participant to retirement systems or plans of any kind or nature.

(viii) No Displacement: (1) Program participants under this Contract will not displace any currently employed worker (including partial displacement such as reduction in hours of non-overtime work, wages, or employment benefits). (2) No jobs will be created in a promotional line that will infringe in any way upon the promotional opportunities of

currently employed individuals. (3) The Contractor will ensure that no program participant will be employed in a job when any other individual is on layoff from the same job or it's equivalent (4) Contractor will ensure that when an employer has terminated the employment of any regular employee or reduced its workforce that it was not done with the intention of filling the new vacancies with program participants whose wages are subsidized under this Contract.

(ix) **Union Concurrence:** No programs from this Contract shall impair existing contracts for services or collective bargaining agreements. Programs that are inconsistent with applicable collective bargaining agreements shall have written concurrence of the appropriate union and the employer.

(x) **Union Organizing:** Funds provided pursuant to this Contract will not be used to assist, promote, or deter union organizing.

(xi) **Wage Rates:** All employees employed by Contractor in any construction, alteration, or repair, including painting and decorating of projects, buildings and works which are federally assisted, shall be paid wages at rates not less than those prevailing on similar construction in the locality.

(xii) **Relocation:** No funds provided pursuant to this Contract shall be used to encourage or induce the relocation of an establishment, or part thereof, which results in a loss of employment for any employee of such establishment at the original location.

(xiii) **Employment Generating and Other Activities:** No funds provided pursuant to this Contract shall be used by the Contractor for employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities.

(c) **Patent Rights, Copyrights and Data Rights:** The Contractor agrees to comply with the requirements of the Workforce Investment Act and other federal legislation pertaining to patent rights, copyrights, and rights in data, whereby any product or invention created with the use and employment of funds pursuant to this Contract shall remain the property of CWP.

(d) **Compliance With the Law:** The Contractor shall comply fully with the following State and Federal policies and acts: Workforce Investment Act (PL 105-220 and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), the Deficit Reduction Act of 2005, federal TANF regulations pursuant to 45 CFR Parts 260-265, inclusive, Public Act 97-2 (June 18 Special Session) and pertinent State of CT regulations.

(e) **Federal Nondiscrimination Policies:** The Contractor shall not exclude employees or program participants because of race, color, religion, sex (except as otherwise permitted under title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief, and shall be treated as a recipient of Federal financial assistance when applying the Age Discrimination Act of 1975 ([42 U.S.C. 6101](#) et seq.), section 504 of the Rehabilitation Act of 1973 ([29 U.S.C. 794](#)), title IX of the Education

Amendments of 1972 ([20 U.S.C. 1681](#) et seq.), or title VI of the Civil Rights Act of 1964 ([42 U.S.C. 2000d](#) et seq.)

- (f) State of Connecticut Nondiscrimination Policies: Pursuant to C.G.S. §46a-75 and §46a-81c the Contractor shall open employment and program participation to all qualified persons, without regard to race, color, religious creed, sex, marital status, age, national origin, sexual orientation, ancestry, mental retardation, mental disability, learning disability or physical disability, including, but not limited to blindness.
- (g) Prohibition on Faith-Based Activity: The Contractor shall not carry out any inherently religious activity or the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship.
- (h) Americans with Disabilities Act: Pursuant to C.G.S. §46a-77 and 42 U.S.C. 12101, the Contractor agrees to comply with the terms of the Americans with Disabilities Act of 1990 during the term of this Contract. Failure of the Contractor to satisfy this standard either now or during the term of this Contract as it may be amended will render this Contract void at the option of the CWP. The Contractor warrants that it will hold the CWP harmless from any liability, which may arise as a result of any failure of the Contractor to be in compliance with the Americans with Disabilities Act.
- (i) Child Labor Law Standards: Contractor agrees to abide by all provisions of the Fair Labor Standards Act of 1938, 29 U.S.C. §210, specifically 20 U.S.C. §212, as amended, concerning Child Labor Provisions.
- (j) Zero Tolerance for Drugs and Violence in the Workplace:
  - (i) Contractor will provide a drug-free workplace by notifying employees, Subcontractors and program participants that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, as defined by state or federal law, is strictly prohibited.
  - (ii) Contractor agrees to maintain a zero tolerance standard for workplace violence, wherein it shall provide a reasonably safe and healthy working environment, free from intimidation, harassment, threats and/or violent acts, and specifically prohibiting any program participants, employees or Subcontractors from possessing any weapons or dangerous instruments on any premises where program activities will occur.
  - (iii) Contractor agrees that it shall institute procedures to enforce the above provisions, and will notify CWP immediately of any violations thereof.
  - (iv) Contractor further agrees and understands that CWP, in its sole discretion, may require the dismissal and removal of any individual, whether a program participant, employee, Subcontractor or otherwise, who has violated any of the rules and procedures concerning drugs and violence in the workplace.

(k) Criminal Background Checks: The Contractor expressly agrees to adhere and comply with the following policy of CWP regarding all of the Contractor's and Subcontractor's employees:

(i) All employees who have direct contact with minor persons (under age 18) must undergo a criminal background check according to the provisions set forth by CWP;

(ii) Contractor further agrees and understands that CWP, in its sole discretion, may require the dismissal and removal of any individual, whether a Contractor's employee, Subcontractor's employee or otherwise who it deems to be unsuitable for working with children under 18 years of age as a result of unsatisfactory criminal background checks, documentation, and/or other information which reflects upon such employee's suitability for this particular employment.

### **III. SPECIAL ASSURANCES AND EXECUTIVE ORDERS**

#### **1. Affirmative Action: State of Connecticut:**

(a) 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 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 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, marital status, national origin, ancestry, sex, mental retardation, 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 on Human Rights and Opportunities; (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 to permit access to pertinent books, records and accounts, concerning the employment practices of the Contractor as relating to the provisions of this section and section 46a-56. If the Contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as Subcontractors and suppliers of materials on such public works project.

2. Anti-Discrimination Statute: State of Connecticut:

- (a) 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 or persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which, such Contractors 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 and 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 issued by said commission pursuant to section 46a-56 of the general statutes; (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 of the general statutes.

3. Executive Order Number Three:

- (a) This contract is subject to the Provisions of Executive Order Number Three of the Governor and as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner or CWP for violation of or noncompliance with said Executive Order Number Three, or any state of 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 Number 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 prior to completion.

The Contractor agrees as part consideration hereof, that this Contract is subject to the guidelines and rules issued by the State Labor Commissioner to implement Executive Order Number Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

4. Executive Order Number Seventeen

- a) The Contract is subject to the provisions of Executive Order Number Seventeen, Thomas J. Meskill, promulgated on February 15, 1973 and as such, this Contract may be canceled, terminated or suspended by the CWP 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; and as part of the consideration hereof, the Contractor agrees that Executive Order Number Seventeen is incorporated herein by reference and made a part hereof. The parties agree that the CWP and the State Labor Commissioner shall have joint and continuing jurisdiction in regard to listing all employment openings with the Connecticut State Employment Service.

5. Executive Order Number Seven B (7B)

- a) The Contract is subject to the provisions of Executive Order Number Seven B (7B), of Governor Jodi Rell, promulgated November 16, 2005, concerning contracting reforms. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order Number Seven B is incorporated herein by reference and made a part hereof.

6. Executive Order Number Sixteen

- a) The Contract is subject to the provisions of Executive Order Number Sixteen of Governor John G. Rowland concerning violence in the workplace. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order Number Sixteen is incorporated herein by reference and made a part hereof.

7. Workforce Investment Act (PL 105-220)

The document WIA PL 105-220 “WIA Specific Terms – Part II” is incorporated by reference and attached to this contract. The “WIA Specific Terms – Part II” supersedes the above assurances if any conflict exists.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year written below.

CAPITAL WORKFORCE  
PARTNERS, INC.

BY: \_\_\_\_\_

Its President/CEO  
Duly Authorized

Date Signed: \_\_\_\_\_

BY: \_\_\_\_\_

Its \_\_\_\_\_  
Duly Authorized

Date Signed: \_\_\_\_\_

EXHIBIT A  
Scope of Services

**EXHIBIT B**

**Financial, Billing and General Conditions**

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**SCOPE OF SERVICES  
EXHIBIT B – FINANCIAL AND GENERAL PROVISIONS  
DRAFT FOR JULY 1, 2012 – JUNE 30, 2013**

**FINANCIAL & BILLING REQUIREMENTS AND GENERAL CONDITIONS**

1. By the 10<sup>th</sup> of each month, Contractor will submit to CWP a separate monthly billing report for the program including copies of documentation supporting the expenses. Contractor is encouraged to adhere to this time frame in order to receive respective reimbursements.
2. Contractor will allow CWP access to records and personnel for monitoring purposes and to meet any/all contract requirements including maintenance of contract records for seven (7) years after the completion of the contract obligations or the final payment under this contract, whichever is later.
3. Contractor will develop a separate ledger of accounts for the CWP contract. The general ledger must track all expenditures in accordance with approved budgets. The Contractor will maintain records of all reimbursable expenditures associated with the contract with documentation including appropriate receipts, invoices and copies of checks. Copies of documentation must be kept on file at the Contractors location and available for review by CWP.
4. Services provided under the terms of this contract are to be paid on a cost reimbursement basis. The Contractor should request reimbursement of line items once expenses are actually incurred.
5. CWP will review and verify the accuracy of any invoices for service submitted by Contractor. Invoices that are found to have calculation errors, inadequate backup documentation, discrepancies with backup documentation, incorrect budget amounts, and other inaccuracies will be returned to the Contractor for correction and payment will be delayed.
6. CWP will conduct regular on-site program and fiscal monitoring to Contractor regularly, but not less than semi-annually, during the contract period to determine:
  - a) Determine that expenditures have been made against cost categories and within cost limitations specified in WIA and the WIA Regulations;
  - b) Determine whether or not there is compliance with other provisions of the WIA and WIA regulations and other applicable laws and regulations; and
  - c) Provide technical assistance to subrecipients as necessary and appropriate.
7. Agreement Closeout – Contractor shall be notified via mail 30 days from the contract end date with request for verification of closeout information. Contractor shall receive a Deobligation Letter with attached Contract Deobligation Form and Final Statement of Services performed/Contractor's Release Form. These reference forms must be completed and returned to CWP within 15 days of Deobligation Letter and Attachments receipt. Closeout of contract financial records shall be completed within 45-days from the end of the contract period. Failure to provide completed forms within 15 days discharges CWP, its officers, agents and employees of all liabilities and claims. Under

these conditions CWP reserves the right to unilaterally modify this agreement by deobligation of its funding.

8. Contractor will maintain complete and accurate participant records to properly track participants from initial referral to placement, and complete timely data input into the appropriate computer systems and/or databases, if required. All participants must be documented on Contractor's Monthly Assessment Report.
9. Subcontract Management (*if applicable*) - Contractor shall provide contract management for all subcontractors designated under this contract in accordance with the CWP contract with Contractor. All subcontractors shall designate a staff member as coordinate and liaison for the services to the Contractor. All agreements with subcontractors must be in writing with required clauses and completed budget. All subcontracts shall submit a monthly invoice to the Contractor by 5<sup>th</sup> of the month indicating hours of service and service details as identified in this agreement. Contractor shall conduct on-site program and fiscal monitoring for its subcontracts regularly, but not less than once during the subcontract period.
10. Contractor will develop and maintain relationships with various community -based social services, educational, employment and training entities for the purpose of facilitating case management and referral activities.
11. Contractor will work collaboratively as a member of the One-Stop, *CTWorks* team and its partners to insure that all participants receive appropriate, professional services in a timely and supportive manner.
12. Contractor will attend all staff and partner meetings and other related functions as required by *CTWorks* Management, and /or the CWP One-Stop Services Director.
13. Contractor will make its contract staff available for training and professional development opportunities related to performing work under this contract.
14. Contractor travel expenditures charged to this contract will comply with the provisions of Travel Reimbursement Policy for the State of **Connecticut, as such policy may be updated or amended periodically, and as found in the following references:**
  - i) <http://www.osc.state.ct.us/manuals/TravelProc/Travel-Reimbur-Chart-January-2011.xls>
  - ii) [http://www.das.state.ct.us/HR/Regs/reg\\_5-141c.htm](http://www.das.state.ct.us/HR/Regs/reg_5-141c.htm)
15. Profit/Management Fee – Profit is allowable but cannot exceed 5% of the direct costs in the contract budget, excluding participant wages and the value of vendor contracts..
16. Advance Payment –Contractor is eligible to receive up to 20% of the final negotiated contract budget in an advance payment to assist in program start-up. This advance must be repaid prior to the completion of the contract term. **NOTE: Advances are available at the sole discretion of CWP and are contingent upon the availability of cash draw downs from state contracts.**

The following repayment schedule will be used for this contract:

August 2012 – no repayment for start-up month  
September 2012 – 1/4 repayment of advance  
October 2012 – 1/4 repayment of advance  
November 2012 – 1/4 repayment of advance  
December 2012 - 1/4 repayment of advance

During the timeframe of this contract, CWP retains the right to renegotiate and modify the contract terms regarding types of required activities, numbers of individuals served, funds provided and/or performance requirements. In an effort to implement continuous improvements, CWP also reserves the right to institute directives and policies with respect to the implementation of contracted services.

DRAFT